

# Guam Environmental Protection Agency

Air Pollution Control Program

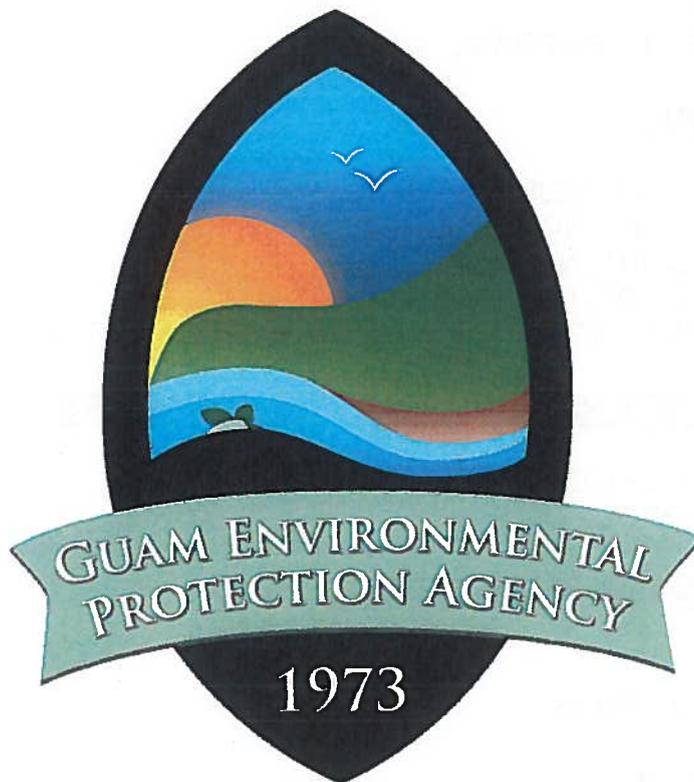
## REQUEST FOR PROPOSALS

INSTALLATION OF DIESEL EMISSION CONTROL DEVICES

RFP NUMBER: 2014-2200-001

### Submission Deadline

4:30 p.m. MONDAY, SEPTEMBER 1, 2014



TODO Y NILALA Y TANO MAN UNO  
ALL LIVING THINGS OF THE EARTH ARE ONE

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DBE Subcontractor Utilization Form (United States Environmental Protection Agency (U.S. EPA or EPA Form 6100-4))	Attachment 11

# REQUEST FOR PROPOSALS

## I. INTRODUCTION

The Guam Environmental Protection Agency (Guam EPA), in coordination with the Air Pollution Control Program (APCP), is requesting proposals from qualified applicants to enter into a contract to provide diesel Particulate Matter (PM) targeted emission control equipment in support of a diesel retrofit program on school buses owned and operated by the Guam Department of Public Works (DPW). The U.S. Environmental Protection Agency (USEPA) through the National Clean Diesel Campaign provides funding for this project. Under the agreement with USEPA, Guam EPA and DPW are targeting 8 to 12 buses in the school bus fleet for installation of EPA verified diesel retrofit equipment, preferably a diesel oxidation catalyst and closed crankcase ventilation system. This Request for Proposals (RFP) provides the general background, specifications and requirements for prospective applicants to complete a proposal for services, as well as how the proposals will be evaluated. **The deadline for submittals in response to this RFP is 4:30 p.m. GMT on Monday, September 1, 2014.**

## II. BACKGROUND

The Diesel Emissions Reduction Act Program (DERA) was initially established by the Energy Policy Act of 2005. The Diesel Emissions Act of 2010 (DERA2) (Public Law 111-364; codified at 42 USC 16131 et seq.) reauthorized an amended DERA, and included changes that will impact the FY 2014 State Program.

This project will retrofit 8 to 12 Government of Guam-owned school buses with diesel oxidation catalysts and closed crankcase ventilation to achieve an average 30% or greater reduction in particulate matter. All vehicle retrofits will also reduce hydrocarbons and carbon monoxide. Guam EPA designated particulate matter from diesel-fueled engines and vehicles as toxic air contaminants. School buses expose children riding the school buses and the public to harmful emissions. The program was created to reduce school children exposure to cancer-causing and smog-forming pollution. By reducing exhaust emissions from old diesel school buses, the risk to our most sensitive groups (children and elderly) will be greatly reduced.

All public materials for the FY2014 State Clean Diesel Grant Program are available at: <http://www.epa.gov/cleandiesel/prgstate.htm>.

Applications, the Policies and Procedures Manual, links to the Guam EPA website and contact information will be available at <http://www.epa.guam.gov>.

For more information on Guam EPA's Air Pollution Control Program, go to: <http://epa.guam.gov>.

### III. PROJECT FUNDING/AWARDS

Guam EPA will make funding for this project available subject to the availability of funds and quality of proposals received. Guam EPA anticipates the award of one (1) contract resulting from this RFP. Guam EPA's Air Pollution Control Program (APCP) has been awarded funding to implement the Diesel Emission Reduction Act Program (DERA) by USEPA Region IX through the DERA Grant. The contract term will be for one (1) year, with options for a one (1) year extension if necessary in Guam EPA's judgment. The company whose proposal is ranked highest will be invited to negotiate an award contract. If an award contract cannot be successfully negotiated by May 30, 2014, then another company's proposal may be selected for contract negotiations and award. Contractors not selected for the project will be notified when the contract is awarded.

### IV. PROPOSALS

Written proposals, in one original plus three (3) copies must be received no later than **4:30 p.m., Monday, September 1, 2014**, at the Guam EPA main office at 17-3304 Mariner Avenue, Tiyan. Proposals shall not be submitted via electronic mail or facsimile; all proposals must be in hard copy. The proposals shall contain the following information:

1. Name of offeror and location of offeror's principal place of business, as well as address of the firm's local offices, including the name and telephone/facsimile numbers of the person to be contacted relative to this proposal.
2. A detailed plan or strategy for providing the requested services as contained herein and in the Scope of Work, supplying as much detail as practical.
3. Age of offeror's business and average number of employees over the last three years.
4. A description of the firm's experience and expertise as related to the work required, specifically with regard to diesel particulate matter emissions control technologies, installation and maintenance.
5. A proposed timeline with specific milestones for accomplishing the scope of work.
6. A description of the experience and qualifications of all individuals to perform the requested services. Include the percentage of time each person will be allocated to perform this project. The successful vendor may not substitute personnel other than those listed without prior approval from Guam EPA.

7. A listing of other contracts under which services similar to the required work in scope, size, cost, or discipline were performed or undertaken within the last five (5) years.
8. Any additional information that the firm feels will aid the Government in accurately determining its qualifications.
9. A statement indicating that those portions of the proposal that contain trade secrets or proprietary data, if any, must remain confidential.
10. Identify any proposed subcontractor(s); provide their statement of qualifications, and the percent (%) participation of the proposed subcontractor(s) in the project.
11. Attachment of Forms. Complete the following forms contained in Attachment A1 (Request for Proposal Forms) of this package. These forms are mandatory. Failure to complete and submit these forms will automatically disqualify your proposal as being non-responsive, and it will not be evaluated.
  - a) **Submission Form for Proposals** (GEPA Procurement 001) **Attach this form to your proposal after your title page;**
  - b) **Proposal Signature Form** (GEPA Procurement 002);
  - c) **Form for Submitting all Licenses** (GEPA Procurement 003);
  - d) **DBE Subcontractor Utilization Form** (EPA Form 6100-4);
  - e) **Affidavit Disclosing Ownership and Commissions** (AG Procurement Form 002);
  - f) **Affidavit re Non-Collusion** (AG Procurement Form 003);
  - g) **Affidavit re No Gratuities or Kickbacks** (AG Procurement Form 004);
  - h) **Affidavit re Ethical Standards** (AG Procurement Form 005);
  - i) **Declaration re Compliance with U.S. D.O.L. Wage Determination** (AG Procurement Form 006); and
  - j) **Affidavit re Contingent Fees** (AG Procurement Form 007).

## V. PACKAGING OF PROPOSAL

1. **Number of Copies.** Please provide the original proposal plus three (3) copies.
2. **Sealed Envelop or Container.** The original proposal and three copies must be placed in an envelope or other container and sealed.
3. **Mailing Proposal.** Please send it to:

Guam Environmental Protection Agency  
Post Office Box 22439, GMF  
Barrigada, Guam 96921

ATTN: Michelle Lastimoza/Luong Troung  
Air Pollution Control Program

4. **Information on Sealed Envelope or Container.** On the face of the sealed envelope or container, the following information shall be clearly marked:

Proposal for Guam Environmental Protection Agency  
Diesel Emissions Reduction Act Program  
Submitted by [the offering individual's or firms' name and address]  
[Indicate date of submission]  
Type of Services: [Diesel Emission Control Device Replacements]  
ATTN: Michelle Lastimoza or Luong Troung, Environmental Health  
Specialist

Proposals shall be binding upon the firm for sixty (60) calendar days after the proposal opening. Modifications to the proposals will not be considered during this initial sixty-day period.

Guam EPA reserves the unqualified right, in its sole and absolute discretion, to reject any and all proposals that it deems, under any and/or all circumstances, will not serve the best interest of the Government of Guam.

## **SCOPE OF WORK**

### **I. PROJECT SCOPE/OBJECTIVES**

#### **1. Information for Proposer**

The Guam Environmental Protection Agency (Guam EPA) is requesting proposals from qualified applicants to enter into a contract to provide diesel Particulate Matter - targeted emission control equipment in support of a diesel retrofit program on school buses owned and operated by the Guam Department of Public Works (DPW). The U.S. Environmental Protection Agency (USEPA), through the National Clean Diesel Campaign, provides funding for this project. Under the agreement with USEPA, Guam EPA and DPW are targeting 8 to 12 buses in the school bus fleet for installation of EPA verified diesel retrofit equipment, preferably a diesel oxidation catalyst and closed crankcase ventilation system.

#### **1.1 General Information:**

Guam EPA recognizes the need to reduce emissions from the existing fleet of DPW buses. The Guam EPA Air Pollution Control Program - School Bus Retrofit Initiative is the first territory-wide effort to reduce diesel emissions from the government fleet of buses that is responsible for transporting approximately over 35,000 island school children in Guam. This fleet is also the largest, and includes some of the oldest buses, on island.

#### **1.2 Brief Summary of Scope of Work**

##### *1.2.1 Background and Context*

The intent is to retrofit buses that still possess a reasonable useful life and have a high utilization rate in terms of miles driven and students transported. The target models years (expected to be in the range 2004 through 2005) will be established by considering recommendations made in national studies or by seeking the opinion of expert sources including public professionals and product vendors.

Guam EPA proposed the buses be retrofitted with EPA verified technology including Diesel Oxidation Catalysts (DOC) systems and closed crankcase ventilation (CCV) system technologies. While the preferred emission reduction technology is a combination of a DOC and CCV, constraints on budget and operating profile (e.g., exhaust temperature) may require consideration of other technology solutions. Bidders must evaluate the appropriateness of their technology for this RFP with consideration of the limited funding.

##### *1.2.2 Program Goals*

Proposals are being sought from emission control device providers, either manufacturer or other qualified parties, to supply emission reduction devices designed to achieve reduction in particulate matter emissions for 8 to 12 diesel powered school buses. Candidate vehicles are identified in Table 1.

**Table 1: Candidate Buses**

Vehicle ID/License	Model	Year	Gross Vehicle Weight	Bus Manufacturer	Engine Manufacturer	Engine Model Year	Horsepower Rating
B-2/3589	IT88N802341137558	2004	17.915	Thomas Built	Cummins	2004	205
B-11/3599	IT88N802641137568	2004	17.915	Thomas Built	Cummins	2004	205
B-12/3597	IT88N802X4N37573	2004	17.915	Thomas Built	Cummins	2004	205
B-14/3600	IT88N8D2641137571	2004	17.915	Thomas Built	Cummins	2004	205
B-15/3608	IT88N8D2441137570	2004	17.915	Thomas Built	Cummins	2004	205
B-1/3602	IT88N8D2141137557	2004	17.915	Thomas Built	Cummins	2004	205
B-20/4019	IT88N8D2251156216	2005	17.915	Thomas Built	Cummins	2005	215
B-21/4021	IT88N8E2651156217	2005	17.915	Thomas Built	Cummins	2005	215
B-31/4087	IT88N8E2951156227	2005	17.915	Thomas Built	Cummins	2005	215
B-47/4127	IT88N8E2251161107	2005	17.915	Thomas Built	Cummins	2005	215
B-56/4131	IT88N8E2151161101	2005	17.915	Thomas Built	Cummins	2005	215
B-142/4194	IT88N8E2651161134	2005	17.915	Thomas Built	Cummins	2005	215

**1.2.3 Fleet Fuel**

The DPW currently operates their fleet of diesel school buses using on-road ultra low sulfur diesel (ULSD) fuel with nominal 15-ppm sulfur content. As part of this project, DPW may at some time in the future also utilize a blend of ULSD and 20% biodiesel (B20). Technologies proposed must be compatible with this blend of fuels, including lubricity as well as fuel viscosity.

**1.2.4 Vendor Responsibilities**

All proposed retrofit devices shall be packaged in stainless steel containers, and shall have a design life of no less than six (6) years. A certified diesel mechanic(s) for easy installation onto the target vehicles must install proposed devices with normal skill level using only commonly available shop tools. Welding shall not be required as part of the retrofit installation. Prior to ordering retrofit devices, the inlet and outlet exhaust diameters will be confirmed and information provided to Guam EPA.

All proposed retrofit kits must include a Closed Crankcase Ventilation System of sound design for easy integration into the engine compartment. More information is provided in Section 3 of this RFP. If the proposed retrofit device includes an exhaust filter that must be removed periodically for cleaning, the unit must be designed with separate inlet, filter, and outlet sections such that the filter element can be removed for cleaning while leaving the inlet and outlet sections in place on the vehicle. The sections should be connected using band clamps or other means which allow for easy removal and reinstallation of the filter element by one person in less than thirty (30) minutes using only commonly available tools.

All supplied mounting hardware shall be made of compatible materials and shall be designed to withstand normal vibration and environmental conditions typically seen on commercial vehicles in the recommended mounting location, with a design life of no less than six (6) years. For proposed Level 2 and Level 3 retrofit devices, if the manufacturer requires or recommends the use of a backpressure monitoring system, one must be supplied with each retrofit device. The prices quoted on the

TECHNOLOGY PRICING FORM shall be for a complete kit, including the cost of the backpressure monitoring system.

The supplied backpressure monitoring system shall include all sensors, wiring harnesses, brackets, hardware, electronic control unit(s) and software required to continuously monitor the pressure in the inlet to the retrofit device mounted in the exhaust system, and to provide visual indication to the vehicle operator and/or service technician when the retrofit device requires cleaning/service because the measured pressure exceeds the manufacturer's recommended maximum pressure. The visual indication shall be continuous while the vehicle ignition switch is in the on position, until reset by the user. The back pressure monitoring system shall be designed to withstand normal vibration and environmental conditions typically seen on commercial vehicles in the recommended mounting location. In addition, training shall be provided to DPW mechanics by the vendor on the installation and maintenance on the diesel emission control devices.

### **1.3 Submission of Proposals**

Guam EPA is the only authorized agency to receive questions and bid packages. Please submit 3 printed copies of your proposal no later than 5:00 p.m., May 30, 2014.

Proposals should be mailed or hand delivered to:  
Administrator, Guam Environmental Protection Agency  
C/O Air Pollution Control Program  
Post Office Box 22439 GMF  
Barrigada, Guam 96921

The proposal shall be clear and concise.

One reproducible original (containing original signatures and clearly designated as such and two (2) copies of the proposal must be delivered on or before the due date and time in accordance with the information on the cover page of this RFP. Additionally, a full \*.pdf copy of the proposal shall be readily emailed to Guam EPA, upon request. Guam EPA assumes no responsibility for delays caused by any delivery service.

### **1.4 Communications Regarding this RFP**

All questions regarding this RFP must be submitted in writing to the Administrator via email ([eric.palacios@epa.guam.gov](mailto:eric.palacios@epa.guam.gov)) or at the address above or facsimile (671-300-4531) no later than 4:30 p.m. on September 1, 2014.

Guam EPA, any other employee, agent or representative of Guam EPA or DPW is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to proposers by written addenda and such writing shall form as part of this RFP.

### **1.5 Proposal Acceptances or Rejection**

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on

behalf of Guam EPA specifically stating that the proposal is accepted or by execution of an agreement or purchase order covering the subject matter of this RFP signed by authorized representatives of Guam EPA and the Proposer. No other act of Guam EPA, its agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of Guam EPA and mailed to or delivered to the Respondent at the office designated in the Proposal, or (b) omission of Guam EPA to accept the proposal within 180 days after the Proposal Due Date. No other act of Guam EPA, its agents, representatives or employees shall constitute rejection of a proposal.

## **2.0 PROPOSAL SUBMISSION REQUIREMENTS**

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

### **2.1 Letter of Application**

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP.

The Letter of Application shall contain:

- (1) Name and address of the Proposer and an original signature on the Letter of Application by an authorized representative on behalf of the Respondent;
- (2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;
- (3) Name, title and telephone number of a contact person to which Guam EPA can address questions or issues related to this RFP.

### **2.2 Proposal**

The Proposer must submit a proposal that details and clearly describes its capability to perform the work described in this RFP, its approach to such work and the cost of such work to Guam EPA. At a minimum, the proposal shall address the following:

1. Technology and Pricing – This section must include the Technology Pricing Form as well as technical description of the proposer's product(s). The technical description must include a manufacturer cut sheet or other literature that describes the device (maximum 4 pages per device).
2. Technical – Regardless of the proposed technology, the Proposer shall provide the following information, which is a required element of the technical section:
  - Proposed manufacture and delivery schedule (Guam EPA is targeting installation during November 2014).
  - Complete list of all parts included as part of the retrofit kit as well as the CCV kit.
  - A copy of EPA verification letter or CARB Executive Order (EO).

### **2.3 Acknowledgment of Addenda**

If any Addenda are issued with respect to this RFP, the Proposer shall initial and include with its Proposal the addenda form(s). In the event any Proposer fails to conform to these instructions, its proposal will nevertheless be construed as though the Addenda had been acknowledged.

### **2.4 Acceptance of Standard Contract Terms and Conditions**

Guam EPA has attached to this RFP, Standard Contract Terms and Conditions governing the Contract/Purchase Order. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in the transmittal letter included with its response to this RFP. If the Proposer does not indicate any specific exceptions with its transmittal letter it will be precluded from raising exceptions at a later date unless they relate to a change in the scope of work agreed to by Guam EPA and the Vendor.

## **II. TECHNICAL SPECIFICATIONS**

### **3.0 Closed Crankcase Ventilation System**

Guam EPA requires that all proposals include Closed Crankcase Ventilation (CCV) Systems as part of their application. These CCV systems must be easily integrated into the engine and its ancillary components. The design should be straightforward and installed using simple hand tools by a regular mechanic. All hardware (including, but not limited to: filter housing, hoses, mounting bracket, and couplings/fittings) shall be included in the package.

### **3.1 Emissions Verification**

All retrofit devices (excluding CCV systems) used for this project must be verified under either the USEPA Technology Verification Program or other equivalent US-based Technology Verification Program. The minimum Particulate Matter reduction level as measured in the verification program and reflected on the verification statement must be as follows to qualify for the three possible levels of retrofit device:

Level 1: minimum 25% PM reduction

Level 2: minimum 50% PM reduction

Level 3: minimum 85% PM reduction

Manufacturers must provide proof of verification by submitting relevant verification statements (EPA) and/or Executive Orders for each proposed device with their proposal.

Guam EPA anticipates funding available to retrofit approximately 8 to 12 vehicles with after treatment device technology. In light of this, Guam EPA requires that each proposer complete a Technology Pricing Form, provided in Attachment A1. If a proposer cannot or desires not to offer one or more of the technology options, the cell must be filled in with "N/A". In addition, the proposer should specifically identify any vehicles

from Table 1 that are considered to not be viable candidates for retrofit technology. When completing the Technology Pricing Form, the proposer must address whether the retrofit will maintain the same dimensions as the existing muffler. If not, the proposer must include discussion of how the retrofit differs from the existing muffler and any impacts it may have on the vehicle (e.g., if the retrofit has a larger diameter, will a different heat shield and brackets be required).

### **3.2 Design & Materials**

All proposed retrofit devices shall be packaged in stainless steel containers, and shall have a design life of no less than six (6) years. A certified diesel mechanic(s) must install the proposed devices for easy retrofit onto the target vehicles with normal skill level using only commonly available shop tools. Welding shall not be required as part of the retrofit installation.

If the proposed retrofit device includes an exhaust filter that must be removed periodically for cleaning, the unit must be designed with separate inlet, filter, and outlet sections such that the filter element can be removed for cleaning while leaving the inlet and outlet sections in place on the vehicle. The sections should be connected using band clamps or other means which allow for easy removal and reinstallation of the filter element by one person in less than thirty (30) minutes using only commonly available tools. In addition, training shall be provided to DPW mechanics on the maintenance of the exhaust filter by the vendor.

All supplied mounting hardware shall be made of compatible materials and shall be designed to withstand normal vibration and environmental conditions typically seen on commercial vehicles in the recommended mounting location, with a design life of no less than six (6) years.

### **3.3 Backpressure Monitoring**

For proposed Level 2 and Level 3 retrofit devices, if the manufacturer requires or recommends the use of a backpressure monitoring system, one must be supplied with each retrofit device. The prices quoted on the TECHNOLOGY PRICING FORM shall include the cost of the backpressure monitoring system.

The supplied backpressure monitoring system shall include all sensors, wiring harnesses, brackets, hardware, electronic control unit(s) and software required to continuously monitor the pressure in the inlet to the retrofit device mounted in the exhaust system, and to provide visual indication to the vehicle operator and/or service technician when the retrofit device requires cleaning/service because the measured pressure exceeds the manufacturer's recommended maximum pressure. The visual indication shall be continuous while the vehicle ignition switch is in the on position, until reset by the user. The backpressure monitoring system shall be designed to withstand normal vibration and environmental conditions typically seen on commercial vehicles in the recommended mounting location.

### **3.4 Installation Requirements**

**LEVEL 1 DEVICES:** All proposed Level 1 retrofit devices should be designed as a direct replacement for the vehicle's OEM muffler. Installation should not require modification to the OEM muffler inlet and outlet piping. If additional or more robust mounting brackets are required than those installed with the OEM muffler they shall be provided with the retrofit device as part of the installation kit.

**LEVEL 2 and LEVEL 3 DEVICES:** If possible, all proposed Level 2 and Level 3 retrofit devices should be designed as a direct replacement for the vehicle's OEM muffler. If additional or more robust mounting brackets are required than those installed with the OEM muffler they shall be provided with the retrofit device as part of the installation kit. If the retrofit device must be located closer to the engine exhaust manifold than the OEM muffler mounting location, in order to ensure sufficient exhaust temperature for the retrofit device to work consistently, this is acceptable. In this situation, the proposer must provide a specific recommended mounting location on the target vehicle, and must ensure that the supplied device will easily fit in the recommended location. If OEM inlet and outlet piping cannot be re-used, new inlet and outlet pipes specifically designed for the retrofit shall be supplied as part of the installation kit. All required mounting hardware must also be supplied as part of the installation kit.

If any part of the exhaust system between the engine turbocharger and retrofit device outlet must be insulated in order to retain sufficient exhaust heat for the retrofit device to work consistently, all required insulation must be supplied with the retrofit device as part of the installation kit. All supplied insulation material shall be designed for an automotive application, and shall have an installed design life of no less than six (6) years.

### **3.5 Installation Kit**

Each supplied retrofit device shall include a complete installation kit which includes all required mounting brackets and hardware, new inlet and outlet exhaust pipes designed specifically for the retrofit installation on the target vehicle (if OEM piping can not be reused), a complete backpressure monitoring system (if required) and all required exhaust system insulation.

The prices quoted on the TECHNOLOGY PRICING FORM shall include the cost of the complete installation kit.

### **3.6 Installation Instructions**

Written installation instructions specific to the target chassis make/model and exhaust system layout shall be supplied with each retrofit device. These instructions shall include text as well as photos or illustrations necessary to ensure easy and consistent installations on all like vehicles. Instructions shall cover installation of the retrofit device itself, as well as the backpressure monitoring system and exhaust system insulation (if required). In addition, training shall be provided to DPW mechanics on how the retrofit devices were installed by the vendor.

### **3.7 Warranty**

The manufacturer and vendor shall warrant all retrofit devices, including the elements of the installation kit, to be free of defects and shall warrant the device to continue to reduce emissions for a minimum period of two (2) year or forty thousand (40,000) miles, whichever comes first.

For all warrantable failures, the manufacturer and/or the proposer shall be liable to provide a replacement part or device, or shall reimburse the end user the cost of repair or the replacement purchase price.

Proposers are encouraged to warrant Level 2 and Level 3 retrofit devices to be free of defects and to continue to reduce emissions for a minimum period of five (5) years or one hundred thousand (100,000) miles, whichever comes first.

### **III. PROPOSAL CONTENT**

At a minimum, proposals must include the following in order to be considered for evaluation:

- A) Name and contact information of the company and the project manager. Contact information must include mailing address, phone/fax, and e-mail address;

List the specific people and any subcontractors who will be involved in retrofitting Guam-owned school buses with diesel oxidation catalysts and closed crankcase ventilation system and provide information on the certifications, education, experience, and role of each individual.

### **IV. SCHEDULE OF DELIVERABLES**

**During the course of the project work, the Vendor shall be required to submit hardcopy and editable electronic formats to Guam EPA according to the following schedule:**

A. Submittal of Documents. In general, the Vendor must submit documents, e.g. training manual, presentation materials, fact sheet, proposals, no later than within thirty (30) calendar days of task assignment, or as otherwise agreed to by Guam EPA and the Vendor. Guam EPA will normally expect the Vendor to generate agreed upon deliverables within fourteen (14) calendar days of task assignment.

B. Amendments or Changes. The Vendor must receive prior approval from Guam EPA on any changes, modifications, or amendments to the Scope of Work, contract conditions, timelines, or deliverables. The Vendor shall submit a written request to Guam EPA detailing the changes, modifications, or amendments and justification for the request prior to taking any action thereon.

## V. PERSON RESPONSIBLE FOR DRAFTING SPECIFICATIONS

A. The person responsible for drafting the specifications for this request for proposal is: Vincent J. Pereira. The following persons, technical literature or manufacturer's brochures relied upon by the responsible person in drafting the specifications include:

- FY 2014 National Funding Assistance Program's Request for Proposals (RFP # EPA-OAR-OTAQ-14-05);
- Programmatic requirements are outlined in the Diesel Emissions Reduction Act of 2010, 42 USC 16131 et seq.;
- Diesel Emissions Quantifier (DEQ) can be accessed at: [www.epa.gov/cleandiesel/quantifier](http://www.epa.gov/cleandiesel/quantifier).

## **EVALUATION CRITERIA AND SELECTION PROCESS**

### **I. EVALUATION CRITERIA**

The Guam Environmental Protection Agency (Guam EPA) will designate a selection committee appointed by the Guam EPA Administrator to administer and conduct the evaluation and selection process. They shall at all times administer and conduct these proceedings together in the presence of each other.

Criteria for rating the proposals will include the quality of the detailed plan for performance as well as the following: (10 points)

- A) Specialized expertise, capabilities, and technical competence of personnel, equipment and facilities to perform, as demonstrated by the proposed approach and methodology to meet the project scope, objectives and requirements; (30 points)
- B) Resources available to perform the work, including any specialized services, within the specific time limits for the projects; (10 points)
- C) Record of past performance, including price cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration; (25 points)
- D) Proposed project management techniques; and (15 Points)
- E) Ability and proven history in handling special project constraints. (10 points)

Proposals will then be re-sealed and held in safekeeping by one of the selection committee until time for evaluation.

### **II. SELECTION PROCESS**

Guam EPA will pre-qualify the top three (3) Vendors through the selection process based on Evaluation Criteria, no later than twenty (20) calendar days following the deadline for submission of the proposals. All other Vendors will be notified of their non-selection for the pre-qualification list.

In accordance with Guam's procurement laws and as soon as practicable, the Administrator or his designee shall conduct contractual negotiations beginning with the highest-rated Vendor. Should negotiations be unsuccessful, Guam EPA will notify the Vendor and cease negotiations. Guam EPA will then proceed to conduct contractual negotiations with the next Vendor with the highest-rated proposal.

## **GENERAL TERMS AND CONDITIONS**

Note: By submitting a proposal in response to this RFP, each offeror agrees to be bound by all the terms and conditions specified below. Guam Environmental Protection Agency (Guam EPA) may negotiate with the successful offeror other or more specific terms and conditions for a final written contract.

1. **AUTHORITY:** This Request for Proposal (RFP) is issued subject to all the provisions of the Guam Procurement Law (5 GCA §§5001, et seq.) and the Guam Procurement Regulations, copies of which are available for inspection at the General Services Agency or online at the Guam Compiler of Laws, [www.justice.gov.gu/compileroflaws/gca.html](http://www.justice.gov.gu/compileroflaws/gca.html). The RFP requires all parties involved in the preparation, evaluation, negotiation, performance, or administration of contracts to act in good faith.
  
2. **EXPLANATION OF OFFERORS:** No oral explanation in regard to the substantive or material meaning of the specifications will be made before the award of the proposal. Material discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing no later than three (3) calendar days before the submission deadline to Mrs. Connie Afleje, Administrative Services Officer, Guam Environmental Protection Agency, P.O. Box 22439 GMF, Barrigada, Guam 96921, for interpretations. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective offerors who have picked up an RFP package, and its receipt by the offeror and all others should be acknowledged on the proposal form. As used herein the term "award" refers to an actual contract signed by all the required parties as required by law.
  
3. **PROPOSALS:** The offeror is required to read each and every page of the RFP and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. By submitting a proposal, the offeror agrees that the proposal shall remain firm and irrevocable for one hundred twenty (120) calendar days from the date of opening of proposals. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out in ink or typewritten and signed in black or blue ink. Erasures, strikeouts, or other types of changes, which are evident on its face made to a proposal, must be explained or noted over the signature of the offeror. Unexplained erasures or alterations, and omissions to the proposal, are cause for rejection by the government. Proposals containing conditions will be rejected.

4. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and the acknowledged intention and meaning of these General Terms and Conditions for the offeror to provide the Government of Guam with the services specified.
5. **MISTAKES IN PROPOSALS:** The government reserves the right to waive any minor informality in proposals received, or to have them corrected by the offeror, but only in accordance with applicable regulations.
6. **REJECTION OF PROPOSALS OR CANCELLATION OF SOLICITATION:** The government shall have the prerogative to reject proposals in whole or in part if a determination is made that such is in the public interest, or to cancel this RFP at any time, either for all services or for one or more services only.
7. **TAXES:** Offerors are reminded that they are subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
8. **LICENSING:** Offerors are cautioned that the government will not consider for award any proposal submitted by an offeror who has not complied with the Guam Licensing Law as may be applicable. Specific information on licenses may be obtained from the Director of Revenue and Taxation. Proposals from offerors who are not licensed on Guam will be considered, but the government has a statutory policy of preference for procurement from local businesses with an exception under certain circumstances.
9. **COVENANT AGAINST CONTINGENT FEES:** The offeror warrants that it has not employed any person to solicit or secure any contract resulting from this RFP, upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the government the right to terminate the contract, or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the offeror upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the offeror for the purpose of securing business.
10. **JUSTIFICATION OF DELAY:** Any offeror who is awarded a contract, guarantees that the services will be completed within the agreed upon completion date, if any. If, however, the offeror cannot comply with the completion requirement, it is the offeror's responsibility to advise the government in writing explaining the cause and reasons for the delay, and the date certain by which services will be completed.
11. **EQUAL EMPLOYMENT OPPORTUNITY:** By law, the offeror may not discriminate against its employees or applicants for employment because of race, religion, color, national origin, sex (including pregnancy), age, disability, or genetic information. The offeror shall take affirmative action to ensure that

applicants are employed, and that employees are treated equally without regard to their race, religion, color, national origin, sex (including pregnancy), age, disability, or genetic information.

12. **ASSIGNMENT**: The contract may not be assigned without the prior approval of the government.
13. **COMPLIANCE WITH ADA**: If requested, the offeror must meet all ADA regulations and requirements.
14. **PAYMENT**: Payment shall be made using the method mutually agreed upon by the government and the successful offeror, subject to Guam law.
15. **CONTRACT TERM AND RENEWAL**: The contract term will be for one (1) year, with an option for a one (1) extension if necessary in Guam EPA's judgment. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of certified funds therefor. In the event that funds are not available for any succeeding fiscal period, the remainder of the contract shall be cancelled and the contractor shall be reimbursed the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies delivered or services performed under the contract.

In this matter the Guam EPA Administrator has determined that the furnishing of long term services are required to meet territorial needs if the contract cannot be completed within one year; and that a multi-term contract will serve the best interests of the territory by promoting economies in territorial procurement.

The unit price for each service provided shall be the same throughout the contract. The unit price shall be given for each service, and that unit price shall be the same throughout the contract. Offeror must submit price for entire contract term.

The multi-term contract, if necessary in Guam EPA's judgment, will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first. However, this does not affect either the territory's rights or the contractor's rights under any termination clause in the contract.

The Guam EPA Administrator will notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for any succeeding fiscal period.

16. **INDEPENDENT CONTRACTOR STATUS**: The offeror understands that if an award is made, the offerors relationship with the government is as an independent Vendor or contractor, and not as an employee of the government.

As such, no employee benefits such as insurance coverage, workman's compensation benefits, and participation in the government retirement system or accumulation of vacation or sick leave shall accrue to the offeror. Income taxes will not be withheld from payments made to the awarded offeror. Offeror shall be responsible for complying with all tax laws and requirements applicable to them.

17. **SCOPE OF AGREEMENT:** The resulting contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainment of the chosen offeror, and contains all the covenants and agreements between such parties with respect to the retainment in any manner whatsoever. Each party to the resulting contract shall acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract, and that no other agreement, statement, or promise not contained in the contract will be valid or binding.
18. **RESPONSIBILITY OF AWARDED OFFEROR:** The awarded offeror shall be responsible for the technical accuracy of all work and materials furnished under the contract. The awarded offeror shall, without additional cost to the Government of Guam, correct or revise all errors or deficiencies in its work. The awarded offeror shall agree to devote their best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government. The government's review, approval, acceptance of, and payment of fees for, services required under the contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the awarded offeror's failure to perform the services required. The awarded offeror shall be and remain liable to the Government of Guam for all costs of any kind which may be incurred as a result of the awarded offeror's negligent performance of any of the services required to be performed under this contract.
19. **GENERAL COMPLIANCE WITH LAWS:** The awarded offeror shall be required to comply with all federal and local laws applicable to the work.
20. **OWNERSHIP OF DOCUMENTS:** All briefs, memoranda and other incidental work or materials prepared by the awarded offeror shall be and remain the property of the Guam Environmental Protection Agency (Guam EPA) including all publication rights and copyright interests, and may be used by the Guam EPA or the government of Guam, at any time, for any purpose, without any additional cost to the government.
21. **CHANGES:** The Guam EPA may at any time, by written order, make any change in the services to be performed hereunder. If such change causes an increase or decrease in the costs of doing the work, or in the time required for this performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.

22. **SEVERABLE PROVISIONS**: If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.
23. **GOVERNING LAW AND VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of Guam. The venue of any arbitration, mediation or action brought as a result of this contract shall be on Guam.
24. **EFFECTIVE DATE OF AGREEMENT**: The contract shall take effect upon the signatures of all the required parties.
25. **GOVERNMENT LIABILITY**: The Guam EPA and the Government of Guam assume no liability for any claims, accidents, or injuries that may occur to the awarded offeror, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The Government of Guam shall not be liable to the awarded offeror for any work performed by the awarded offeror prior to the approval of the contract by the government. The awarded offeror shall expressly waive any and all claims for services performed in expectation of the contract prior to its effective date.
26. **RECEIPT AND OPENING OF PROPOSALS**: Envelopes containing proposals shall be sealed and marked on the face of the envelope in accordance with the instructions in Section V of this RFP. Neither emailed nor facsimile proposals will be considered. Modification by email of proposals already submitted shall not be considered. Proposals shall be hand-carried and received at the place of opening on or before the opening date and time. Proposals received through the mail will not be accepted if such mail is received at the government's address after the deadline of submission date and time. Proposals will not be opened publicly.
27. **WITHDRAWAL OF PROPOSALS**: Proposals may be withdrawn upon written request received from the offeror prior to the time fixed for opening. Negligence on the part of the offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
28. **LATE PROPOSALS**: Late proposals will not be accepted.
29. **CONFIDENTIAL OR PROPRIETARY INFORMATION**: After award, each proposal received becomes a part of the public record of procurement. If an offeror is submitting trade secrets or proprietary information which it wishes to keep confidential, then a written request for non-disclosure must be included with the proposal and those portions in the proposal which are proprietary must be clearly marked or designated. The government will examine the request, then

the government will inform the offeror in writing which portions will be disclosed and why. The offeror may then withdraw the proposal or submit a protest according to law. If the proposal is not withdrawn and no protest is received, then the government may disclose those portions of the proposal for which a non-disclosure request was not granted.

30. **ETHICAL STANDARDS:** The offeror represents that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set forth in Guam's procurement code or regulations pertaining to ethics in public contracting.
31. **NO COLLUSION:** The offeror understands and agrees that submission of a price proposal is a certification by offeror that price was independently arrived at without collusion.
32. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** The offeror represents that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam procurement law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.
33. **PROHIBITION AGAINST CONTINGENT FEES AND RETENTION OF PERSONS TO SECURE CONTRACT:** The offeror understands and agrees that submission of a price proposal is a certification by offeror that the offering company has not retained any person or agency to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
34. **APPLICABILITY OF GUAM PROCUREMENT LAW:** If any part of this RFP is contrary to Guam Procurement Law or contains ambiguous terms, then such

portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.

35. **APPLICABILITY OF WAGE AND BENEFIT DETERMINATION**

**REQUIREMENTS:** The offeror understands and agrees that submission of a price proposal is a certification by offeror that the offering company understands that in the direct delivery of services contracted by the government of Guam, offeror is required to and will pay such employees in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date.

The contract must also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

36. **RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS**

The offeror warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the offeror relative to this project. If any person employed by the offeror and providing services under this Project is convicted subsequent to the parties entering into a Contract, then the offeror warrants that it will notify Guam EPA of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services for this Project. If the offeror is found to be in violation of any of the provisions of this paragraph, then Guam EPA shall give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four (24) hours of notice from Guam EPA, and the offeror shall notify Guam EPA when action has been taken. If the offeror fails to take corrective steps within twenty-four hours of notice from Guam EPA, then Guam EPA in its sole discretion may suspend the Contract with the offeror temporarily or terminate the contract in its entirety.

37. **DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

The offeror agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprise in procurement under this agreement as set forth in 40 CFR Part 33. In addition, the offeror agrees to make good faith efforts whenever subcontracting under this agreement as set forth in 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

The Fair Share Policy will be adhered to which ensures that 8% of all procurement activities are afforded to Minority Business Enterprise/Woman Business Enterprise (MBE/WBE). Affirmative steps will be required for utilizing MBEs and WBEs.

The offeror agrees to complete and submit to the Guam Environmental Protection Agency, a DBE Subcontracting Utilization Form (Attachment C1 - EPA Form 6100-4), within fifteen (15) calendar days after the end of the Federal fiscal year; i.e., by October 15 of each calendar year. Negative reports are required. Only procurement with certified MBE/WBEs are counted towards an offeror's MBE/WBE accomplishments. A final MBE/WBE report must be submitted within fifteen (15) calendar days after the end of the project period.

The offeror agrees to comply with the additional contract administration requirements as set forth in 40 CFR Section 33.302. The EPA DBE rule and forms may be obtained from the EPA Office of Small Business Program's Home on the Internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).