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OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

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THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Matter of Appeal of)
Triple J Enterprises Inc.)
Appellant.)
_____)

NOTICE OF APPEAL

DOCKET NO. OPA-PA -14-009

I. APPELLANT INFORMATION

Name: Triple J Enterprises, Inc.
Mailing Address: C/O CABOT MANTANONA LLP
929 S. MARINE CORPS DRIVE, STE. 200
TAMUNING, GUAM 96913
Business Address: Triple J Enterprises, Inc.
P.O. Box 6066
Tamuning, Guam 96931
Daytime Contact No.: (671) 646-2001 Contact Person:
Rawlen Mantanona, Esq.
Matthew Kane, Esq.

II. APPEAL INFORMATION

- (A) Purchasing Agency: General Services Agency o/b/o Department of Public Works.
- (B) Identification/Number of Procurement, Solicitation, or Contract: IFB NO.: GSA-065-14 for School Buses (60 Passenger).
- (C) Decision being appealed was made on September 26, 2014 by Claudia S. Acfalle, Chief Procurement Officer, GSA, and received by Triple J Enterprises, Inc. on October 21, 2014.
- (D) Appeal is made from: Decision on Protests of Method, Solicitation or Award.
- (E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:
- (i) Morrico Equipment LLC

A. STATEMENT OF GROUNDS FOR APPEAL

1. This Appeal arises out of the General Services Agency ("GSA") decision on Triple J Enterprises, Inc. ("Triple J")'s protests in connection with GSA's determination in Triple J's Bid Status that Triple J's bid was rejected for non-conformance with the specifications, and GSA's decisions to cancel and re-bid this procurement. Specifically, Triple J appeals GSA's determination that Triple J's failure to submit a drawing/seating plans for the buses was not a "minor informality" that could be waived under Title 2 Guam Administrative Rules and Regulations ("GAR"), Div. 4 § 3109(m)(4)(B). A true and correct copy of Triple J's completed IFB form is attached as **Exhibit "A"**.

2. On or after 6:32pm on September 9, 2014, Triple J received a facsimile copy of its Bid Status from GSA, which stated that Triple J's bid was rejected due to "[n]on-conformance with the specifications: (See Remarks)." A true and correct copy of the Bid Status Triple J received from GSA is attached as **Exhibit "B"**. However, the "Remarks" indicate that Triple J's bid was rejected due to not submitting with its bid package the "drawings/seating plans for the buses" as part of the descriptive literature requested in the "Generals" for the IFB. Triple J's Bid Status also provided that the bid was "recommended for award."

3. On September 23, 2014, Triple J filed three (3) timely protests with GSA. A true and correct copy of these protests is attached as **Exhibit "C"**. Triple J protested on the grounds that: (a) Triple J had every intention and was fully prepared to submit the drawing/seating plans as part of its bid package but committed an inadvertent mistake and unintentionally omitted this document from its bid package; (b) the mistake was not a material mistake and was insignificant, such that GSA should waive the provision of the bid requesting this document or otherwise allow Triple J to correct its bid; (c) Triple J affirmatively assured GSA in its bid, in a binding and enforceable manner, that its product will comply with all specifications of the bid, and Triple J's bid conformed in all material respects to the specifications of the IFB; (d) Triple J's mistake did not render its bid non-responsive; and (e) Triple J should be awarded the contract for this bid because Triple J was the lowest responsible and responsive bidder, "and in the best interests of the Territory of Guam, Guam's community, and Guam's schoolchildren." Again, Triple J was fully prepared to include the drawing/seating plans as part of its bid package, but inadvertently omitted this document by mistake. See Declaration of Charles E. Reynolds, attached hereto as **Exhibit "D"**.

4. In the letter containing its three (3) protests, Triple J advised GSA that "[w]e can be reached at the contact information provided, or through our attorneys at Cabot Mantanona LLP." The letter did not provide that GSA can reach Triple J through its physical business address, or by submitting documents to the front desk downstairs at the physical business address. Instead, the contact information provided was as follows:

Jeff Jones, President
Triple J. Enterprises, Inc.
P.O. Box 6066
Tamuning, Guam 96931
Tel: (671) 646-9126
Fax: (671) 646-9487

5. On September 24, 2014, Triple J sent a letter to GSA requesting to meet with Claudia S. Acfalle, GSA's Chief Procurement Officer, or her designee, to informally resolve the three (3) protests Triple J timely lodged in connection with the above-referenced bid. A true and correct copy of this request letter is attached as **Exhibit**

"E". The request to meet was made pursuant to the language and direction provided by Title 5 Guam Code Annotated ("GCA") § 5425(b)&(c). Triple J made this request despite having also filed timely protests to preserve its rights, noting the same in its letter. Specifically, Triple J stated the following in its letter:

Triple J is committed to its three (3) protests for the above-referenced IFB, and reserves all rights under applicable law. However, Triple J would like to meet with you to resolve these issues informally and in good faith to—in the best interests of the Territory and the people of Guam, including our schoolchildren—avoid protracted litigation and delay of this vital procurement need, to save money and time for both the Territory and Triple J, and to preserve the integrity, purposes, and policies of Guam's procurement laws.

Triple J asked Ms. Acfalle to "[p]lease respond with your availability for a meeting at your earliest convenience." Triple J also provided the same contact information as in its letter containing its protests, which did not include the physical business address or the downstairs reception desk at the same. To date, Triple J has not received a response from GSA with its availability for a meeting to attempt in good-faith to resolve these protests informally and save Triple J, and the government, time, money, and resources, in the best interests of the Territory and as directed under Guam's procurement law.

6. On September 25, 2014, Attorney Robert Kono attempted to contact Attorney Matthew Kane, counsel for Triple J in this matter, by calling the offices of Cabot Mantanona LLP. Attorney Kane's legal secretary, Stacy Cuasito, answered the phone. See Declaration of Stacy C. Cuasito, attached hereto as **Exhibit "F"**. Attorney Kono acknowledged receipt of Triple J's September 23 letter containing its three (3) protests, as well as Triple J's September 24 letter requesting to meet with GSA to informally resolve these protests. Attorney Kono not once, but twice, expressed "confusion" over why Triple J was requesting a meeting despite having filed protests in connection with the above-referenced bid. Ms. Cuasito checked to see if Attorney Kane was available for Attorney Kono's phone call, but Attorney Kane was "extremely busy" and asked if Ms. Cuasito could find out what Attorney Kono wanted and if Attorney Kane could contact him later that day.

7. Later that same day, on September 25, 2014 Attorney Kane did in fact contact Attorney Kono by email at the email address listed on the Guam Bar Association website, the same address listed in the directory and which the attorneys of Cabot Mantanona LLP have used in the past for correspondence with Attorney Kono. In this email, Attorney Kane stated: "If you have any questions or concerns regarding Triple J's protests or Triple J's request to meet with GSA representatives to resolve its protests in writing, please feel free to respond to this email." A true and correct copy of Attorney Kane's email to Attorney Kono is attached as **Exhibit "G"**. To date, Attorney Kane has not received a responsive email, phone call, or any other correspondence from Attorney Kono regarding this email.

8. On September 26, 2014, Joyce R. Taitano, the New Car Sales Division Sales Assistant for Triple J Auto Group, was approached by a woman from GSA who asked to speak to Charlie Reynolds. See Declaration of Joyce R. Taitano, attached hereto as **Exhibit "H"**. Because Mr. Reynolds was busy with customers in the showroom, this woman from GSA asked Ms. Taitano to stamp-receive a document, and directed her to provide to Charlie Reynolds a sealed manila envelope. Ms. Taitano did not see, read, or learn the contents of the document that she stamp-received, nor did she open the sealed manila envelope; as instructed, she delivered the sealed manila envelope to Charlie Reynolds later that day. She assumed that any document she stamp-received would be contained in the sealed manila envelope.

9. On September 26, 2014, Charlie Reynolds received and opened the sealed manila envelope from GSA, and noticed that, strangely, the envelope contained only Triple J's original bid protest documents, and nothing more. See Exhibit "D". Mr. Reynolds has worked with GSA on several procurement matters on behalf of Triple J, but this was the first time the original bid protest documents were ever returned to him.

10. That same day, after consulting with Jeff Jones, Mr. Reynolds was advised to contact Attorney Kane; and he did so. Attorney Kane agreed with Mr. Reynolds that this was strange and that he has not yet received a response from Attorney Kono nor any decision on Triple J's protests.

11. On or after 4:25pm on September 29, 2014, Attorney Kane received GSA's response to a Sunshine Reform Act request for documents relating to the above-referenced bid. A true and correct copy of the cover letter for this response is attached as **Exhibit "I"**. In this letter, signed by Claudia S. Acfalle, GSA states that the response to the Sunshine Reform Act request "includes documents and records for the entire bidding process, from the solicitation to bid through evaluation and rejection of the bids received to any post-bid discussions on the IFB." Attorney Kane reviewed and took notes on each and every document received as part of this Sunshine Reform Act to prepare for an appeal to the Office of Public Accountability ("OPA") in the event GSA denied Triple J's protests. The records received did not contain the post-bid discussions (re: correspondence) between Attorney Kane and Attorney Kono, did not contain any response letters to Triple J's not one, but two requests to meet with GSA to informally resolve its protests, and did not contain any decision, formal or informal, on Triple J's protests.

12. On October 17, 2014, in a follow-up conversation regarding the status of Triple J's bid protests and in a subsequent email sent to Mr. Reynolds, Attorney Kane reiterated that Mr. Reynolds should "check with the folks at Triple J to ensure that you have not received the time-sensitive denial of these protests" and "should Triple J receive a denial of these protests, please forward to us at the earliest opportunity." A true and correct copy of this email from Attorney Kane to Charlie Reynolds is attached as **Exhibit "J"**. In the same email, Attorney Kane also recommended that Triple J provide a second request to meet with GSA to informally resolve these protests, given that GSA never provided availability or otherwise meaningfully responded to the first request to meet.

13. On or about October 17, 2014, Triple J sent GSA a letter with a follow-up (second) request to meet with GSA to resolve its issues informally. A true and correct copy of Triple J's second letter requesting to meet with GSA to informally resolve its protests is attached as **Exhibit "K"**. In this letter, Triple J detailed how Attorney Kono attempted to contact Attorney Kane, and how Attorney Kono "was confused about why Triple J would want to meet to try to resolve these issues informally, given that we filed

a formal protest." Attorney Kane's follow-up email to Attorney Kono, to which Attorney Kono never responded, was also appended to this second request letter as an exhibit to make sure that he did not overlook the email.

14. On October 21, 2014, Mr. Reynolds finally received a letter from Claudia Acfalle, which was addressed to Jeff Jones, acknowledging Triple J's initial protest and request to meet, and denying Triple J's second request to meet on the basis that GSA had allegedly already written to Jeff Jones informing him of GSA's decision to deny Triple J's protests on September 26, 2014. A true and correct copy of this letter from Claudia Acfalle to Jeff Jones is attached as **Exhibit "L"**. The letter also states that GSA had attempted to contact Attorney Kane but "he was unavailable to immediately work on this matter," and that allegedly Attorney Kane was informed that "we will be proceeding with our determination." Attached to the October 21, 2014 letter is a letter dated September 26, 2014 denying Triple J's protests, which was not CC'd to Attorney Kane or Mr. Reynolds. For Mr. Reynolds, Jeff Jones, and Attorney Kane (who was immediately forwarded these materials), October 21, 2014 was the first time these documents were seen and the first time any of the interested actors involved in vigilantly pursuing this procurement matter had been made aware of GSA's decision to deny Triple J's protests.

Jurisdiction for Appeal

15. Triple J Motors timely appeals GSA's erroneous determinations pursuant to Title 5 GCA § 5425(e).

Jurisdiction under 5 GCA § 5425(e)

16. Triple J Motors is an actual bidder, aggrieved by GSA's determination that Triple J's bid was non-responsive with the bid specifications due to a non-minor informality and was therefore rejected, with notice of future re-bidding. Triple J submits that it should be awarded the contract for the above-referenced bid as the lowest responsible and responsive bidder, and that Triple J will be prejudiced in the event of any future re-bidding because its bid has already been publicly disclosed.

17. Triple J and its counsel, Attorney Kane, first learned about and received notice of GSA's decision to deny Triple J's protests on October 21, 2014. Even though

a woman from GSA obtained a stamp-receipt on GSA's decision letter from Joyce Taitano at Triple J Auto Group, neither Triple J nor Attorney Kane authorized service of notice in this fashion. Triple J's letter containing its three (3) protests clearly and unmistakably provided the contact information for issues concerning Triple J's protests, and at every turn GSA and Attorney Kono were made aware that Triple J was represented by Attorney Kane at the offices of Cabot Mantanona LLP. This is evidenced by attorney-client communications and follow-up correspondences with GSA clearly indicating both that Triple J had not yet received notice of GSA's decision on Triple J's protests, and that Triple J intended to vigorously and vigilantly pursue this procurement. Accordingly, Triple J timely files this protest appeal within the fifteen (15) days required under Guam law.

Equitable Tolling, Waiver, and Estoppel

18. Alternatively, in the event the OPA determines that Triple J received notice of GSA's decision on September 26, 2014, Triple J submits that considerations of equity and fairness warrant the application of the doctrines of equitable tolling, waiver, and estoppel to this set of facts. The doctrine of equitable tolling harmonizes with a few key policies undergirding Guam's procurement process, including the fair and equitable treatment of all persons who deal with the procurement system of the Territory, and the requirement of good faith imposed on all parties involved in the procurement process. See 5 GCA § 5001(b)(4) and 5 GCA § 5003.

19. Triple J respectfully submits that Attorney Kono acted in disregard of clearly applicable laws and regulations governing Guam's procurement laws when he expressed "confusion" over Triple J's request to meet to informally resolve its protests and when, despite repeated attempts to work out this matter outside of the administrative or judicial confines, he and GSA chose to ignore Triple J's good-faith requests. Further, Triple J submits that it was not made aware of GSA's decision on its protests when Attorney Kane received the response to a Sunshine Act Request on September 29, 2014, four (4) days after GSA allegedly gave notice to Triple J of GSA's decision to deny its protests. See *TRC Environmental Corp. v. Office of the Public Auditor*, SP160-07 (Dec. & Order on Petition for Writ of Mandate), p. 6 (citing *Young v.*

United States, 553 U.S. 43) ("Limitations periods can be tolled on an equitable basis, especially if the government has engaged in trickery"); see also John Brown, Procurement Law Primer (version 2.1), p. 237 (citing *Pacific Rock I*, 2000 Guam 19) ("This ruling left wide open the door for consideration of equitable tolling issues for those, who while technically late, nevertheless 'are vigilant.'").

20. Furthermore, Triple J can only hope that GSA did not intentionally fail to provide notice to Triple J of its decision to deny Triple J's protests when it delivered the sealed manila envelope to Mr. Reynolds containing nothing more than Triple J's original bid protests, yet walked away with a stamp-received copy of its decision letter to be used as evidence when ultimately denying Triple J's first and second requests to meet almost a month after the first request to meet was made. Instead, Triple J chooses to believe that GSA made an honest mistake, but nonetheless failed to provide adequate notice to Triple J of its decision on the protests sufficient to initiate the 15-day clock. However, in the event the OPA does find that GSA has unclean hands in this matter, Triple J submits that this furnishes further reason to find that Triple J has filed a timely appeal to the OPA, based on the equitable doctrines of waiver, estoppel, unclean hands, and equitable tolling. See, e.g., *GHURA v. Dongbu Insurance Company*, 2001 Guam 24 ¶ 14 n.1 ("While this court prefers the application of equitable tolling to the facts of this case, we also note that the more traditional doctrines of waiver and estoppel may provide an alternative ground upon which GHURA can lay its claim."); see also *Pacific Security Alarm, Inc. v. Dep't of Public Works*, CV0591-05 (Dec. & Order Denying Mot. Dismiss) (July 11, 2006) (relying on Guam Supreme Court decisions and holding that filing deadlines, particularly in the case of protest appeals, are limitations issues and not jurisdictional in nature, and are therefore subject to equitable tolling).

21. Triple J submits that the 15-day deadline for filing OPA appeals is permissive under statute, but mandatory under the GAR, and focuses on when the protestant actually received notice of the protest decision. Compare 5 GCA § 5425(e) ("A decision under Subsection (c) of this Section . . . may be appealed by the protestant to the Public Auditor within fifteen (15) days after receipt by the protestant of the notice of decision), with 2 GAR, Div. 4 § 12104(a) ("Appeals filed after the allowable filing

period set forth in statute of these rules *shall not* be considered." (emphases added)); see also 2 GAR, Div. 4 § 1106(13)&(20) ("May denotes the permissive . . . Shall denotes the imperative."). By contrast, statutory language concerning timeliness is mandatory for protests. See 5 GCA § 5425(a) ("The protest *shall* be submitted in writing within fourteen (14) days after such aggrieved person *knows or should know* of the facts giving rise thereto." (emphases added)). Given that the mandate of a 15-day time period for filing appeals is regulatory and not statutory, the OPA should apply the doctrine of equitable tolling to Triple J's appeal. See generally John Brown, Procurement Law Primer (version 2.1), pp. 237-38 (citing U.S. Supreme Court case law and supporting the proposition that "[r]egulatory limitations periods are not jurisdictional; only statutory limitations periods are subject to jurisdictional bars.")

22. Guam's procurement code provides how a notice of decision on Triple J's protests should have been provided. See 5 GCA § 5425(d) ("A copy of the decision . . . shall be mailed or otherwise furnished immediately to the protestant and any other party intervening."). In line with this clear mandate, GSA should have mailed a copy to Jeff Jones at the mailing address provided on the protest, called Jeff Jones at the phone number provided, and/or sent a copy to or otherwise attempted to contact Attorney Kane at the offices or Cabot Mantanona LLP (or at the email address provided to Attorney Kono, or by phone) to give notice of GSA's decision. Again, Triple J wants to give GSA the benefit of the doubt, but GSA nonetheless failed to give Triple J immediate notice of its decisions to Triple J and its counsel, resulting in Triple J filing an appeal more than fifteen (15) days after the decision was made, despite Triple J's repeated requests to meet with GSA and follow-up on its protests, and despite Triple J's vigilant pursuit of this procurement at every step.

23. Under these facts and circumstances, equity requires the Public Auditor to review this matter *de novo* and utilize her jurisdiction "to promote the integrity of the procurement process and the purposes of 5 GCA Chapter 5." 5 GCA § 5703; see also 5 GCA § 5625 ("[Public employees] should conduct themselves in such a manner as to foster public confidence in the integrity of the territorial procurement organization.").

Grounds for Appeal

24. As provided in Triple J's protests, Triple J brings this appeal to the OPA on the grounds that GSA erroneously determined that Triple J's failure to include the drawing/seating plans for the buses as part of its bid submission was not a "minor informality" or mistake that can be waived without prejudice to the Territory. Triple J submits that it inadvertently omitted this document after being fully prepared to provide it, but that the failure to submit this document did not warrant rejection of Triple J's bid and re-bidding, nor does rejection and re-bidding serve the best interests of the Territory of Guam, its purchasing agencies, or its citizens.

25. In its bid protests, Triple J noted that its position comports with the stated purposes and policies of Guam's procurement law, including "the fair and equitable treatment of all persons who deal with the procurement system of this Territory." See Exhibit "C" (citing 5 GCA § 5001(b)(4)).

26. By writing the term "COMPLY" next to each and every specification in its bid submission, and providing descriptive literature showcasing Triple J's ability to provide the quality of buses that the bid required, Triple J made binding assurances that should not be overshadowed by its inadvertent omission of the drawing/seating plans, which were not required as part of the specifications of the bid but instead as part of the "General Terms and Conditions" of the bid. Because Triple J had already represented in binding fashion that it would comply with each and every specification of the bid, and because the drawing/seating plans were merely superfluous (as explained at length in Triple J's protests), Triple J's inadvertent omission could have and should have been waived or corrected without prejudice to any of the other bidders or to the Territory, given that "the effect on price, quantity, quality, delivery, or contractual conditions is negligible." 2 GAR, Div. 4 § 3109(m)(4)(B); see *id.* ("The Procurement Officer *shall* waive such informalities or allow the bidder to correct them." (emphasis added)).

27. Triple J also noted that GSA knew or had reason to conclude that a mistake had been made, and should have requested that Triple J confirm the bid under the authority provided by 2 GAR, Div. 4 § 3109(m)(3). In fact, once Triple J received

the responses to its Sunshine Reform Act request, Triple J learned that GSA had contacted Morrico to confirm its bid regarding the issue that ultimately led to rejection of Morrico's bid, but GSA did not extend the same favor to Triple J and instead waited until it denied Triple J's protests before providing documents showing what appears to be inequitable treatment of the bidders in the procurement, in violation of the express policies and rules governing Guam's procurement laws. See Clarification Letter from GSA to Morrico Equipment, a true and correct copy is attached as **Exhibit "M"**. Triple J submits that had GSA simply contacted Triple J to confirm its bid, Triple J would have learned that it inadvertently omitted the drawing/seating plans and could have immediately provided this document to GSA. Instead, it seems GSA tried to find the slightest technicality to avoid awarding the contract to Triple J, and subsequently ignored all requests to meet with Triple J in good faith to resolve this protest. Is this a case of favoritism, as evidenced by the inequitable treatment of bidders? See 5 GCA § 5625 ("Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors.").

28. In its decision letter, GSA cites to *In the Appeal of Guam Publications, Inc.*, OPA-PA-08-007 (Decision, Sept. 5, 2008), wherein the Public Auditor found that Marianas Variety was not a responsive bidder because it failed to submit a Statement of Qualifications as required by the IFB. Triple J submits that the Decision in OPA-PA-08-007 is distinguishable or otherwise supportive of Triple J's position on several grounds. First, the Auditor found that "GSA's most significant error was requiring a Statement of Qualifications as a material part of the bids." Here, GSA did not place the provisions on drawing/seating plans as a material part of the bid in the specifications, and instead placed it in the "General Terms and Conditions," without a line on which Triple J could write "Comply" to denote its materiality. Second, a Statement of Qualifications is not superfluous to other parts of the bid; by contrast, Triple J made express, binding assurances of its compliance with the bid specifications, which assurances would not be altered or augmented in any way by the submission of drawing/seating plans, and Triple J even submitted a brochure. Third, in that same decision, the Public Auditor noted that any Statement of Qualification would have

sufficed because the IFB "did not specify what a bidder should include in such a statement," and that "with such open-ended and non-specific requirements an unscrupulous bidder" could meet the requirements no matter what was included in such a statement. Likewise, in Triple J's bid, the provision on drawing/seating plans only vaguely states that an updated, original manufacturer's brochure of the product being offered "shall be furnished with this bid proposal including drawings\seating plans for buses to be provided." These "Generals" do not specify what details need to be included in the drawings/seating plans, and therefore, the fact that Triple J submitted a brochure with a picture of the inside of the bus, along with the available lengths and widths required, should have sufficed. Again, the drawing/seating plans requested, absent particular details that are being sought thereby, add nothing to Triple J's fully expressed intention to comply with all specifications of the bid, and add nothing to GSA's analysis of "quality" or its ability to verify that Triple J is as good as its word.

29. Specifications for a bid are not to be written to be unduly burdensome or those which unnecessarily restrict competition. 5 GCA § 5268(a). Instead, specifications "shall include only the essential physical characteristics and functions required to meet the Territory's minimum needs." *Id.* If GSA wanted to make the drawing/seating plans a specification of the bid, then it should have done so, rather than placing this provision in the "General Terms and Conditions" of the bid, but even then the Public Auditor would likely find that such specifications could be waived as a minor informality, based on the very precedence cited by GSA in its decision letter.

30. Triple J finally had a chance to review the transcript from a meeting held at the Department of Public Works ("DPW") between GSA and DPW employees, along with John Weisenburger from the Office of the Attorney General, which was held on August 15, 2014 to discuss the above-referenced bid. A true and correct copy of the transcript of this meeting is attached as **Exhibit "N"**. This transcript is surprising but also very telling, and seems to support Triple J's position in this matter. For example, Carl Dominguez, the Director of Public Works, states at the start of the meeting: "Amazing a two million dollar bid and they can't even read English." This seems to suggest Mr. Dominguez' failure to treat all bidders fairly and equitably, or otherwise

conduct himself in a manner that fosters public confidence in the integrity of Guam's procurement process." See 5 GCA § 5625. The same is true for the comment made that "[p]rivate businesses don't have to be fair because they are spending their own money." At the meeting, Todd Gillian stated that the purpose of the drawing/seating plans was to "verify" that the specifications of the bid would be met, such as an aisle with twelve (12) inches or more and a bus with a capacity for sixty (60) passengers. In fact, Mr. Gillian stated that he already knew from research that both companies will meet the specifications, and that Triple J clearly represented in its bid that it will comply ("It says comply. It says comply."). Mr. Gillian even admitted that when Triple J submitted its brochures, he was "comfortable" that Triple J's bid met the specifications. Thereafter, Claudia Acfalle suggested based on a "test case" that Triple J's bid must be rejected even if the OPA found the omission to be immaterial, which, Triple J submits, stands contrary to established law. It is astounding that the Government would so openly and cavalierly treat bidders in such a fashion, instead of trying to foster greater participation in Government of Guam procurement, which was the legal intent of Guam's procurement law.

31. In reading between the lines, the key concern raised at the August 15, 2014 meeting was that the drawing/seating plans would be "the only way to completely evaluated [sic] is when they deliver or when we go to the factory." But that is simply not true. For one, GSA could have asked Triple J to confirm its bid or sought clarification on the drawing/seating plans, and Triple J would have complied with its request. Moreover, if GSA was so concerned over verification of these seating plans, it could have required inspections as part of the bid specifications in accordance with 2 GAR, Div. 4 § 3123. Triple J's history of providing quality products to the Government of Guam as a responsible bidder in multiple contracts should also suffice to provide assurances to the Territory that when it says "comply" it means "comply." Instead, GSA seems to want to waive the flag of anticipatory repudiation before a contract even exists, which demonstrates possible bad faith, or, at least, the lack of faith in the integrity of bidders like Triple J.

32. Triple J was the lowest responsible and responsive bidder in the above-referenced bid, and therefore Triple J should be awarded the contract. See, e.g., 5 GCA § 5201(f)&(g) (defining "Responsible Bidder" and "Responsive Bidder," respectively); see also 5 GCA § 5211(g). Now that Triple J's bid amounts have been publicly disclosed, and, upon information and belief, a third bidder has expressed interest in bidding for the re-bidding of this procurement, Triple J will be prejudiced by any re-bidding because its competitors will be able to unfairly under-bid Triple J, which stands completely antithetical to the principles of fair competition supported by Guam's procurement process. See 5 GCA § 5211 ("[T]he record and each bid shall be open to public inspection."); see also 5 GCA § 5001(b)(6) ("The underlying purposes and policies of this Chapter are . . . to foster effective broad-based competition within the free enterprise system.").

33. Triple J agrees with GSA and the Department of Public Works that the Territory of Guam has an "urgent need" for these school buses. See Responses to Triple J's Questions, a true and correct copy is attached as **Exhibit "O"**; see also Email from Paul Cepeda to Anita Cruz, a true and correct copy is attached as **Exhibit "P"**. As Triple J explained in its protests, GSA's decision to reject Triple J's bid, cancel, and re-bid will only serve to delay an essential procurement for the Territory and a delay beyond the upcoming school year could place the children of Guam in great peril of passengering in outdated buses, or otherwise experiencing a shortage in buses needed to get to school. The idea that this procurement need should be delayed any further based on a *de minimis*, superfluous technicality cannot stand in the face of the strict mandates of Guam's procurement law, and definitely does not serve the best interests of the Territory and its citizens, including Guam's schoolchildren and their parents. For the foregoing reasons, Triple J respectfully requests all the relief prayed for below.

B. PRAYER FOR RELIEF

Appellant seeks a final administrative decision and order from the OPA that rectifies GSA's erroneous determination that Triple J's bid should be rejected based on Triple J's inadvertent omission of the drawing/seating plans for the buses is assured it

would provide GSA in the event it was awarded the bid. In addition to other remedies that the OPA may deem are warranted, Appellant also respectfully requests that OPA order the following actions of GSA:

1. That GSA **impose an automatic stay** of this procurement pending final administrative and judicial adjudication of Triple J's protests.
2. That GSA declare that Triple J's inadvertent mistake was not a material mistake and did not therefore render Triple J's bid non-responsive, and that it is therefore waived or entitled to correction under governing law.
3. That GSA declare Triple J as the lowest responsible and responsive bidder entitled to an award in the above-referenced bid in the best interests of the Territory.
4. That GSA rescind its cancellation of GSA Bid No. GSA-065-14 and award the contract to Triple J by issuing a formal, written "Notice of Intent to Award" and "Notice of Award."
5. That GSA award the contract for this IFB to Triple J.
6. That GSA withdraw and cancel any ongoing or future plans for re-bidding this procurement before opening, in an effort to mitigate damages for the Territory and protect the integrity of the procurement process.
7. That OPA issue a determination that GSA failed to act in good-faith in denying or ignoring Triple J's requests to meet to informally resolve its protests.
8. That OPA award to Triple J its costs involved in its bid preparation, protest, and appeal, as well as any other damages permissible under governing law.
9. That OPA provide any other relief sought in Triple J's protests, as applicable, and all such other and further relief as the OPA deems appropriate and just in the best interests of the Territory and the people of Guam.

C. SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS

Exhibit "A"		Completed IFB No. GSA-065-14
Exhibit "B"	September 9, 2014	Triple J's Bid Status
Exhibit "C"	September 23, 2014	Triple J's Protests to GSA
Exhibit "D"		Declaration of Charles E. Reynolds
Exhibit "E"	September 24, 2014	Triple J Letter to GSA
Exhibit "F"		Declaration of Stacy C. Cuasito
Exhibit "G"	September 25, 2014	Attorney Kane Email to Attorney Kono
Exhibit "H"		Declaration of Joyce R. Taitano
Exhibit "I"	September 29, 2014	Cover Letter re: Sunshine Act Response
Exhibit "J"	October 17, 2014	Attorney Kane Email to Mr. Reynolds
Exhibit "K"	October 17, 2014	Triple J Letter to GSA
Exhibit "L"	October 21, 2014	GSA Letter to Triple J
Exhibit "M"	August 19, 2014	GSA Clarification Letter to Morrigo
Exhibit "N"	August 15, 2014	Transcript of DPW and GSA Meeting
Exhibit "O"	July 15, 2014	Responses to Triple J's Questions
Exhibit "P"	April 16, 2014	Paul Cepeda Email to Anita Cruz

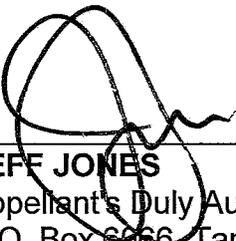
D. DECLARATION RE COURT ACTION

Pursuant to 5 GCA Chapter 5, unless the court requests, expects or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Auditor will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned does hereby confirm that to the best of its knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All

parties are required to and the undersigned party agrees to notify the Office of the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 29th day of October, 2014.

By: 

JEFF JONES
Appellant's Duly Authorized Representative
P.O. Box 6066, Tamuning, Guam 96931
(671) 646-9126

By: 

**RAWLEN M.T. MANTANONA and
MATTHEW S. KANE**
Attorneys for the Appellant
929 S. Marine Corps Drive, Ste. 200
Tamuning, Guam 96913
(671) 646-2001

Exhibit “A”

Eddie B. Calvo

Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

**Government of Guam
148 Route 1 Marine Drive,
Piti, Guam 96915**

Raymond Tenorio

Lt. Governor

Benita Manglona
Director, Dept. of Administration

John A.B. Pangilinan
Deputy Director

Triple J Motors
Attn: Charlie Reynolds
P.O. Box 6066
Tamuning, Guam 96931
Tel: (671) 646-9126/ Fax (671) 646-9487

SUBJECT: BID GUARANTEE DEPOSIT RETURN REF: GSA-065-14

I hereby acknowledge receipt of Bid Bond# BD-BD-GUM-2014-1052 in the amount of 15% of total bid amount to the General Services Agency, Government of Guam; as return of deposit in full in regards to Invitation For Bid GSA-065-14 School Bus (60 Passenger)

Signature Date

Name (Print) Title

Address of Firm

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

Bid Bond No.: BD-BD-GUM-2014-1052

BID BOND
NO. GSA-065-14

KNOW ALL MEN BY THESE PRESENTS that TRIPLE J MOTORS, as Principal hereinafter called the Principal, and (Bonding Company), CENTURY INSURANCE COMPANY (GUAM), LTD. A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of *****15% of Bid amount***** Dollars (\$ 15% of Bid Amount), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

Bid for (12) SCHOOL BUS (60 Passenger) as identified under GSA-065-14

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this 14th day of July 2014

TRIPLE J MOTORS (PRINCIPAL) (SEAL)

Pericval DLG Acejo (WITNESS)

Account Broker - Aon (TITLE)

David Silva, III (MAJOR OFFICER OF SURETY)

General Manager - Aon (TITLE)

Cornelio Matanguihan (MAJOR OFFICER OF SURETY)

General Manager - Century Insurance Company (Guam), Ltd. (TITLE)

Aon Insurance Micronesia (Guam), Inc. (RESIDENT GENERAL AGENT)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

CENTURY INSURANCE COMPANY (GUAM), LTD., a Guam corporation and having its principal office at 219 South Marine Drive, Suite 121 Century Plaza Building, Tamuning, Guam 96913 ("CIC Guam"), constitutes and appoints ~~XXXXXXXXXXXXXXXXXXXX~~ AND DAVID SILVA III, both of Tumon, Guam, with postal address at 718 North Marine Drive, Suite 303, East West Business Center, Tumon, Guam 96913, its true and lawful attorneys-in-fact in and for Guam, for the following purposes:

To sign for and on behalf of CIC Guam as surety to, and to execute, seal and acknowledge, either by one or both of the above appointed attorneys-in-fact, all insurance policies and bonds of CIC Guam including but not limited to performance bonds, payment bonds, liability accident and health insurance, fidelity and surety bonds, marine and motor vehicle insurance, property damage and liability insurance and workmen's' compensation.

IN WITNESS WHEREOF, CIC Guam has caused this Power of Attorney to be sealed with its corporate seal, duly attested by the signature of its undersigned authorized corporate officer on this 16th May 2013, here at Tamuning, Guam.



CENTURY INSURANCE COMPANY (GUAM), LTD.

[Handwritten signature of George Chiu]

GEORGE CHIU
President

Tamuning, Guam)
_____)

On this 16th day of May 2013, before me, personally appeared GEORGE CHIU as President of Century Insurance Company (Guam) Ltd., known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

PERLA P. CHUA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Sept. 03, 2016
112 Banyan St. Banyan Hts. Subdiv Mangilao, GU 96913

Perla P. Chua
NOTARY PUBLIC

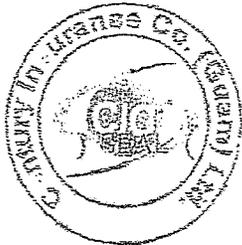
AGREEMENT & POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the CENTURY INSURANCE COMPANY (GUAM) LTD. hereinafter referred to as "Company" a corporation (or association) created and organized under the laws of the State of Guam, USA And thereby authorized to transact the business of Non-Life Insurance, desiring to transact such business within the Territory of Guam, pursuant to the laws thereof, does hereby agree that any legal process affecting the said Company may be served upon the Insurance Commissioner of the Government of Guam or his Deputy, or upon Aon Insurance Micronesia (Guam), Inc. Agent for said Company at 718 North Marine Drive, Suite 303, East West Business Centre, Tumon, Guam, 96913, who is hereby specified and authorized to receive and accept service of process for said Company, and that in case the said Company should cease to transact business in the Territory of Guam, or to maintain the agent hereinbefore designated, then such process may thereafter be served on the Insurance Commissioner of the Government of Guam, or his Deputy, in any action against the Company, upon any policy of liability issued or contracted by said Company, and any such service of process shall have the same effect and shall be taken and held to be as if served personally on the Company within the Territory of Guam.

The said Company does hereby further consent to being sued by an injured person or his heirs or representatives in a direct action on any policy of liability insurance in accordance with Title 22 GCA Section 18305.

IN TESTIMONY WHEREOF, The Company in accordance with a resolution of its Board of Directors, duly adopted by the Board on the 1st day of July 2007 (certified copy is hereto attached), and to these presents has affixed its corporate seal and caused the same to be subscribed and attested to by its Vice-President and General Manager at the City of Guam in the State of USA, on the 1st day of July, 2007.




David M. Sablan
VICE-PRESIDENT

ATTEST: 
Cernelio L. Matanzuigan
GENERAL MANAGER

**WAIVER OF NOTICE AND UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS
OF
CENTURY INSURANCE COMPANY (GUAM) LIMITED**

The undersigned directors of Century Insurance Company (Guam) Limited (the "Corporation"), being all of the directors entitled to vote with respect to the subject matter thereof, desiring to adopt resolutions without a meeting by unanimous consent pursuant to Article Thirteen of the Articles of Incorporation and Article VI, Section 10 of the By Laws, hereby severally CONSENT and AGREE to the adoption of the following directors resolutions:

1. APPOINTMENT OF AON INSURANCE MICRONESIA (GUAM) INC. AS MANAGING GENERAL AGENT IN GUAM

Note that the Aon Insurance Micronesia (Guam) Inc. ("Aon Insurance") was appointed by the Corporation's parent company, Century Insurance Co., Ltd. as its managing general agent in Guam since 2001 and the board of directors wants to directly appoint Aon Insurance.

2. RESOLVE

That the Corporation authorizes the appointment of Aon Insurance as its managing general agent in Guam and any of the undersigned corporate officers including the General Manager are hereby directed and authorized to sign on behalf of the Corporation, any and all documents necessary to effect the said appointment.

3. COUNTERPARTS; FAX

This unanimous consent, consisting of one (1) page, may be executed by telefacsimile ("fax") and each such fax counterpart shall be deemed to be an original consent, but all such counterparts together shall constitute but one (1) consent.

4. EXECUTION

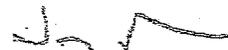
EXECUTED on this 1st day of July 2007.



JERRY TAN, President and Director



DAVID M. SABLAN, Vice-President and Director



GEORGE CHIU, Secretary, Treasurer and Director

**UNANIMOUS CONSENT ADOPTING RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
CENTURY INSURANCE COMPANY, LTD.**

We, the undersigned directors of Century Insurance Company, Ltd. (the "Company"), being all of its directors entitled to vote with respect to the subject matter thereof, desiring to adopt resolutions by a unanimous consent, hereby severally **CONSENT** and **AGREE** to the adoption of the following **Director Resolutions**:

**RELATIVE TO THE APPOINTMENT OF AON INSURANCE
MICROBESIA (GUAM) INC. AS GENERAL AGENT IN GUAM**

§ 1. WHEREAS, Aon Insurance Microbesia (Guam) Inc. ("Aon Insurance") was appointed by the Company as its general agent in Guam since 2001 and the board of directors desires to ratify the said appointment.

RESOLVED, that Aon Insurance, was appointed by the Company as its general agent in Guam since 2001 and the board of directors hereby ratify such appointment and Aon Insurance shall continue to be the general agent of the Company in Guam, and any of the undersigned corporate officers including the General Manager are hereby directed and authorized to sign on behalf of the Company, any and all documents necessary to effect the said appointment.

COUNTERPARTS, ETC.

§ 2. This unanimous consent, consisting of this (1) page, may be executed by individuals ("fax") and in any number of counterparts, and each such fax counterpart shall be deemed to be an original consent, but all such counterparts together shall constitute but one (1) consent.

AUTHORIZATION FOR CONSENT

§ 3. This consent is executed pursuant to 4 CMC § 4402 and Article 3.11 of the By Laws, which authorize the acting of action, by the directors by unanimous written consent.

EXECUTION

§ 4. EXECUTED this 5th day of August 2007.

BY THE BOARD OF DIRECTORS:



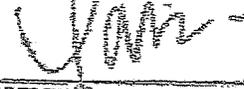
DAVID M. SHELAN
President and Director



ADELINE V. ORSAGANO
Vice-President and Director



JERRY TAN
Secretary, Treasurer and Director



WILLIE TAN
Director

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE INSURANCE COMMISSIONER
INSURANCE LICENSE

RENEWAL

GA26

Know All Men By These Presents That:

Name AON INSURANCE MICRONESIA (GUAM) INC.

Address 718 N MARINE CORPS DRIVE
UPPER TUMON

EAST-WEST BUS CTR, SUITE 303
GU 96913

*Classes of Insurance
Authorized*



ACCIDENT & HEALTH
FIDELITY & SURETY
FIRE
MARINE
MISCELLANEOUS

MOTOR VEHICLE
PROP. DAMAGE & LIABILITY
WORKMENS COMP

*Having complied with the Insurance Law of Guam, is hereby authorized to transact as
General Agent , the above named Classes of Insurance in Guam from the 01 day of
July , 20 14 , to the 01 day of July , 20 15 , unless authority is revoked for failure
to comply with the law.*

Designated Representatives:

DAVID E. SILVA
PERCIVAL DLG ACEJO
WARREN B. WAKI
SARAH KANG CAMACHO

Appointed By:

[SEAL]

CENTURY INSURANCE CO (GUAM) LTD

Artemio B. Ilagan
ARTEMIO B. ILAGAN

Insurance Commissioner

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2014

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

Transmission Report

Date/Time	09-09-2014	18:33:05	Transmit Header Text	
Local ID 1	6714751727		Local Name 1	GSA
Local ID 2	6714751716		Local Name 2	GSA

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x14"

GENERAL SERVICE AGENCY
 (Añensian Sebisison Ñinirai)
 Government of Guam
 P.O. Box FG, Agaña, Guam 96910
 Tel: 477-1710-13 Fax: 472-4217 / 475-1716/27

Accountability. -- * Impartiality * Competence * Openness * Value

BID STATUS

Triple J. Enterprises, Inc.
 Dba: Triple J. Motors
 Attn: Charlie Reynolds
 P.O. Box 6066
 Tamuning, Guam 96913
 Tel: (671) 646-9126/ Fax (671) 646-9487

BID INVITATION NO.: GSA-066-14 OPENING DATE: August 12, 2014

SCHOOL BUS (60 PASSENGER)

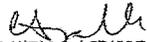
The following is the result of the above-mentioned bid. Refer to the items checked below.

- Cancelled (in its entirety), or partially cancelled due to:
 - Insufficient funds;
 - Change of specifications; or
 - Insufficient number of bidders.
- Rejected due to:
 - Late submission of bid;
 - No bid security or insufficient bid security;
 - Not meeting the delivery requirement as stated in the IFB;
 - Non-conformance with the specifications: (See Remarks)
 - High price.
 - Others

REMARKS:
 Non-Compliance with the following "An Updated, Original Manufacturer's brochure of product being offered shall be furnished with this bid proposal including drawings/seating plans for buses to be provide"
The drawings/seating plans for buses were not submitted in bid package. ("Brochures/Descriptive Literature").

Bid recommended for award: A RE-BID WILL BE SCHEDULED AT A LATER DATE AND TIME.

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pickup your original bid status and Bid Bond/Cashier's Check


 CLAUDIA S. ACFALLE
 Chief Procurement Officer

Please Print

ACKNOWLEDGEMENT COPY (Re-fax to GSA)

Received By: _____

Date: _____

Agency Name: _____

Fax #: 475-1727

Total Pages Scanned : 1

Total Pages Confirmed : 1

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	482	6469487	18:31:20 09-09-2014	00:00:16	1/1	2	EC	HS	CP26400

Abbreviations:
 HS: Host send
 HR: Host receive
 WS: Waiting send

PL: Polled local
 PR: Polled remote
 MS: Mailbox save

MP: Mailbox print
 RP: Report
 FF: Fax Forward

CP: Completed
 FA: Fail
 TU: Terminated by user

TS: Terminated by system
 G3: Group 3
 EC: Error Correct

GENERAL SERVICE AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
P.O. Box FG, Agana, Guam 96910
Tel: 477-1710-13 Fax: 472-4217 / 475-1716/27

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

Triple J. Enterprises, Inc.
Dba: Triple J. Motors
Attn: Charlie Reynolds
P.O. Box 6066
Tamuning, Guam 96913
Tel: (671) 646-9126/ Fax (671) 646-9487

BID INVITATION NO.: GSA-065-14

OPENING DATE: August 12, 2014

SCHOOL BUS (60 PASSENGER)

The following is the result of the above-mentioned bid. Refer to the items checked below.

Cancelled (in its entirety), or partially cancelled due to:

- Insufficient funds;
- Change of specifications; or
- Insufficient number of bidders.

Rejected due to:

- Late submission of bid;
- No bid security or insufficient bid security;
- Not meeting the delivery requirement as stated in the IFB;
- Non-conformance with the specifications: (See Remarks)**
- High price
- Others

REMARKS:

Non-Compliance with the following "An Updated, Original Manufacture's brochure of product being offered shall be furnished with this bid proposal including drawings/seating plans for buses to be provide"
The drawings/seating plans for buses were not submitted in bid package. ("Brochures/Descriptive Literature").

Bid recommended for award: A RE-BID WILL BE SCHEDULED AT A LATER DATE AND TIME.

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pickup your original bid status and Bid Bond/Cashier's Check


CLAUDIA S. ACFALLE
Chief Procurement Officer

TRIPLE J ENTERPRISES, INC.
P. O. BOX 6066
TAMUNING, GUAM 96931
(671) 646-9126

BID NO. ~~GSA-065-14~~
SUBMITTED BY ~~[Signature]~~
DATE ~~8-12-14~~
OPENING DATE ~~8-12-14~~
RECEIVED BY ~~[Signature]~~

GENERAL SERVICES AGENCY
BID INVITATION NO.: GSA-065-14
BID FOR: SCHOOL BUS (60 PASSENGER)
DESTINATION: DEPT. PUBLIC WORKS-TRANSPORTATION

DATE: JULY 16, 2014 TIME: 10:00AM
AUGUST 12, 2014 2:00PM

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915

DA H K 4/14

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: JULY 01, 2014

BID INVITATION NO: GSA-065-14

BID FOR: SCHOOL BUS (60 PASSENGER)

SPECIFICATION: See Attached

DESTINATION: DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

REQUIRED DELIVERY DATE: **180 Days upon receipt of purchase order. For a period of one (1) year with on an as needed basis upon the availability of funds. This is an indefinite quantity bid.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: 1984

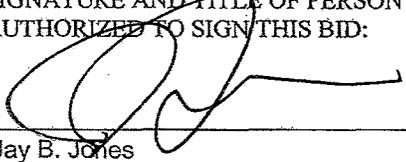
This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am, Date: 7/16/14, and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:
Triple J Enterprises, Inc.
dba: Triple J Motors

PO Box 6066

Tamuning, GU 96931

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:


Jay B. Jones
Senior Vice President

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

GSA GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO. : GSA-065-14

DESCRIPTION:

SCHOOL BUS (60 PASSENGER)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid enveloped, in duplicate, at the date and time for bid opening.

- (X) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) BROCHURES/DESCRIPTIVE LITERATURE;
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this 16th day of July, 2014, I, Charlie Reynolds,

authorized representative of Triple J Motors acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.



Bidder Representative's Signature

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
1.1	School Bus (60 Passenger) Type C (Latest Model) <i>As per the following specifications:</i>	12	ea.	\$ 98,990.00	\$ 1,187,880.00

GENERALS:

These specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

The successful bidder shall furnish all necessary and desirable information instructions for the proper operation of the equipment.

Each School Bus shall be new / unused, current model year or later production.

Each School Bus shall be supplied with all standard equipment and accessories indicated in manufacturer's published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirements of this specification shall be installed.

Standard: Each School Bus shall meet the applicable requirements for U.S. Department of Transportation (DOT), U.S. EPA, School Bus Safety and Federal Motor Vehicle Safety Standards (FMVSS).

Certification: Each School Bus shall display a permanent durable, legible certification data plate (Stick on type not acceptable) mounted in the driver's compartment of the vehicle. On this data plate the manufacture shall certify that the bus is in compliance with the applicable DOT and FMVSS, and is manufactured from all new components. All chassis body information shall appear on this certification data plate. *The bus body data plate shall specify the maximum design capacity of the body; (Number of passengers bus can transport)*

****Bidding on \Remarks Information:** A brief description of what will be provided shall be stated on the remarks column for each requirement.

* **An Updated, Original Manufacture's brochure** of product being offered shall be furnished with this bid proposal including drawings \ seating plans for buses to be provided.

Design: Buses shall be engineered to withstand the elements of Guam's climate. Buses shall be designed to prevent water damage to all components.

SCHOOL BUS CHASSIS SPECIFICATIONS

SPECIFICATIONS:

BIDDING ON \ REMARKS:

AIR CLEANER:

The engine intake air cleaner shall be properly installed to meet engine specifications with a restriction indicator.

COMPLY
COMPLY

AXLES:

Vehicle minimum axle capacities at ground when loaded shall meet the body GVWR. Axle assemblies shall have the following **minimum** capacities at ground:

COMPLY
COMPLY
COMPLY

Front: 10,000 lbs.
Rear: 19,000 lbs.
Total: 29,000 lbs. Minimum

COMPLY
COMPLY
COMPLY

****Proposals that offer a total GVWR of 33,000 lbs. would exceed the minimum requirements and therefore be acceptable.**

Front wheel bearing must be oil filled with an inspection glass.

COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

BRAKES: (Meets all Federal Motor Vehicle Safety Standard for air brakes)

Straight air braking system including service and parking brakes.

COMPLY

Warning signals located within the interior of driver compartment and clearly audible and visible to the driver, that will give a continuous warning when air pressure available in the system for braking is 60 psi or less.

COMPLY

COMPLY

COMPLY

COMPLY

Antilock brake system (ABS) shall control all axles.

COMPLY

Minimum of 13.5 CFM air compressor with air dryer and reservoir capacity equal to or greater than two (2) times total volume of all brake activators at full travel. Reservoir tanks shall have drain valve easily accessible to driver.

COMPLY

COMPLY

COMPLY

COMPLY

Brake system shall be designed to permit visual inspection of brake lining wear without the removal of any chassis components.

COMPLY

COMPLY

COMPLY

S-cam-type with dust covers, camshaft shall rotate in the same direction as the wheel. Automatic slack adjusters shall be the same design on all wheels.

COMPLY

COMPLY

COMPLY

Minimum brake lining sizes shall meet the following:
(4 inches front \ 7 inches rear).

COMPLY

COMPLY

Emergency brake system, spring loaded type with brake chambers that allow for caging. Separate valve mounted on instrument panel to activate parking brake.

COMPLY

COMPLY

BUMPER:

Front:

The front bumper shall be of pressed steel channel or equivalent material at least 3/16 inch thick, not less than 8 inches wide (high) and shall extend beyond forward most part of the body, grille, hood and fenders at bumpers top line.

COMPLY

COMPLY

COMPLY

COMPLY

Tow eyes or hooks shall be furnished and attached so as not to project beyond the front bumper. The bumper shall be designed or reinforced so that it will not deform, when bus is lifted by a chain that is passed under the bumper (or through the bumper if holes are provided for this purpose) and attached to both tow eyes.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

Rear:

The rear bumper shall be of pressed steel channel or equivalent material at least 3/16 inch thick, not less than 9 1/2 inches wide (high).

COMPLY

COMPLY

COMPLY

Bumper shall be wrapped around the back corners of the bus. It shall extend forward at least 12 inches from the rear-most point of body at the floor line. Bumper shall be attached in a manner that it may be easily removed. It shall be so braced as to withstand impact from rear or side.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

Bumper shall extend at least one inch beyond rear-most part of the body surface measured at the floor line. The bottom of rear bumper shall not be more than 30 inches above ground level.

COMPLY

COMPLY

COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

COLOR:

The Chassis and bumpers shall be painted **black**.
Wheel rims shall be painted **black**.

COMPLY
COMPLY

DRIVE SHAFT:

Torque capacity of drive shaft assembly shall at least equal maximum engine torque as developed through lowest transmission gear reduction.

COMPLY
COMPLY
COMPLY

Drive shaft shall be equipped with protective metal guard\ to reduce the possibility of it whipping through the floor or dropping to ground if broken.

COMPLY
COMPLY
COMPLY

Electrical system: (12 volt)

COMPLY

Battery\Batteries: (Top Post)

Batteries shall have a minimum total of **1,800 cold cranking amps**. Shall have master on\off switch

COMPLY
COMPLY

ALTERNATOR:

Heavy-Duty bus type alternator capable of producing a minimum output rating of **185 amperes**. The alternator shall be capable of producing a minimum of **50 percent** of its maximum output at the engine manufacturer's recommended idle speed.

COMPLY
COMPLY
COMPLY
COMPLY

WIRING:

All wiring shall conform to current applicable recommended practices of the Society of Automotive Engineers.

COMPLY
COMPLY

All wiring shall be standard colors and number coding and each bus shall be delivered with a wiring diagram that coincides with the wiring of the chassis. **All wires passing through metal openings shall be protected by a grommet or loom.**

COMPLY
COMPLY
COMPLY
COMPLY

CIRCUITS:

An appropriate identifying diagram (color and number coded) for electrical circuits shall be provided.

COMPLY
COMPLY

COOLING SYSTEM:

The radiator and charge air cooler shall be of a **Heavy-Duty design**, tandem mounted. Cooling fans shall be a minimum of **25" diameter** with 9 blades driven by a single poly-vee belt and a fully automatic On\Off electromagnetic or viscous clutch fan.

COMPLY
COMPLY
COMPLY
COMPLY

ENGINE: (Majority of existing DPW bus fleet is powered by Cummins engines. Therefore, preferred).

Turbo charged diesel **200-230 HP** minimum. Electronically controlled. Must meet current **EPA** emissions requirements for Guam. Air to Air after cool. Ref: Cummins ISB (or equivalent) (Must be able to operate with fuel available on Guam).

COMPLY
COMPLY
COMPLY
COMPLY

If fuel or after treatment additive is required, vendor shall provide a **6 months'** Supply for each bus at time of delivery. (If DEF fluid is required; no less than 30 gallons per bus shall be provided).

COMPLY
COMPLY
COMPLY
COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

Fuel filters shall be installed as per manufacturer's specifications.
Fuel filtration shall include **water detection and separation**.
At least one fuel filter shall have a replaceable spin-on or cartridge-type element.

COMPLY
COMPLY
COMPLY
COMPLY

Fuel tank installation shall be on the chassis right frame rail or between frame rails; the filler tube shall be located on the right side of the bus.

COMPLY
COMPLY
COMPLY

Fuel tanks shall have interior baffles to help prevent buses from fuel starvation on inclines.

COMPLY
COMPLY

HORNS: (Dual Electric)

Buses shall be equipped with horns of standard make with each horn capable of producing a complex sound in bands of audio frequencies between **250 and 2,000** cycles per second and tested per the Society of Automotive Engineers Standard J--377.

COMPLY
COMPLY
COMPLY
COMPLY

INSTRUMENTS AND INSTRUMENT PANEL:

Buses shall be equipped with the manufacturers' standard instruments and gauges. (*Lights in lieu of gauges are not acceptable*):

COMPLY
COMPLY

OIL FILTER:

An Oil filter system with replaceable element\ s shall be provided (*Engine-mounted design*). The oil filters shall have a capacity of at least one (1) quart.

COMPLY
COMPLY
COMPLY

OPENINGS:

All openings in the floorboard or firewall between the chassis and the passenger-carrying compartment shall be sealed.

COMPLY
COMPLY

SHOCK ABSORBERS:

Buses shall be equipped with **Heavy-Duty** front and rear double-action shock absorbers compatible with the manufacturer's rated axle capacity at each wheel location.

COMPLY
COMPLY
COMPLY

STEERING: (Power)

The steering gear shall be approved by the chassis manufacturer and designed to assure safe and accurate performance when the vehicle is operated with maximum load and at maximum speed.

COMPLY
COMPLY
COMPLY

If external adjustments are required, the steering mechanism must be accessible to accomplish the same.

COMPLY
COMPLY

No changes shall be made in the steering apparatus, which are not approved by the chassis manufacturer.

COMPLY
COMPLY

There shall be a clearance of at least two inches between the steering wheel and instrument panel, windshield, or any other surface.

COMPLY
COMPLY

The steering system shall be designed to provide a means for lubrication of all wear-points, if wear-points are not permanently lubricated.

COMPLY
COMPLY
COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

TIRES AND RIMS: (Manufacturer's Standard Size) Mud flaps at all wheels.

Radial tubeless tires and rims of proper size and tires with a load rating commensurate with chassis manufacturer's GVWR shall be provided.

COMPLY
COMPLY

Dual rear tires shall be provided.

COMPLY

All tires shall be of the same size and the load range of said tires shall meet or exceed the gross axle weight rating as required by FMVSS 120.

COMPLY
COMPLY

Buses shall be equipped with a spare tire and rim assembly, it shall be of the same size as those mounted on the vehicle.

COMPLY
COMPLY

TRANSMISSION: (Automatic)

With auxiliary cooler. (Ref: Allison 2500 PTS) or equal

COMPLY

The automatic transmission shall have at least four forward-gear ratios, plus integral torque converter. The transmission shift quadrant shall provide at least four forward drive ranges plus neutral and reverse ranges. Within the range selected, ratio changes shall be effected automatically and at full engine power if desirable, and without use of an engine disconnect clutch.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

I. TURNING RADIUS:

50 degree wheel cut minimum.

COMPLY

Maximum applicable wheel cut feature, as stated in manufacturer's brochure shall be provided.

COMPLY
COMPLY

WHEELBASE: 230" inches minimum

COMPLY

SCHOOL BUS BODY SPECIFICATIONS

SPECIFICATIONS:

BIDDING ON / REMARKS:

AISLE:

The aisle between the passenger seating, shall be no less than **12 inches minimum**

COMPLY
COMPLY

BACK-UP WARNING ALARM: (With visible flashing sign on rear of bus)

An automatic, audible alarm shall be installed behind the rear axle and shall comply with the Society of Automotive Engineers published Back-up Alarm Standards (SAE 994). The alarm shall have a protective deflector shield.

COMPLY
COMPLY
COMPLY
COMPLY

BATTERY COMPARTMENT: (Lockable with 2 spare keys)

Battery/batteries shall be securely attached on a slide-out or swing-out tray in a closed, vented compartment in the body skirt, so that the battery is accessible for convenient servicing from the outside. The battery compartment door or cover shall be hinged at the front and secured by an adequate and conveniently-operated latch or other type fastener.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

COLOR: *(In accordance with colorimetry specifications of Federal Standards).*

The school bus body shall be painted
National School Bus Gloss Yellow.

COMPLY
COMPLY

The body exterior paint trim, bumpers, lamp hoods, rub rails
and lettering shall be **black.**

COMPLY
COMPLY

The roof of the bus must be painted **white** not to extend below
the drip rails on the sides of the body.

COMPLY
COMPLY

CONSTRUCTION:

Construction shall be of prime commercial quality steel or
other material with strength at least equivalent to all-steel
as certified by the bus body manufacturer. All such
construction materials shall be fire resistant.

COMPLY
COMPLY
COMPLY
COMPLY

Construction shall be dust proof and watertight, so the bus does
not leak under normal operating conditions.

COMPLY
COMPLY

All exterior body panels, skirts and rub rails shall be fastened
With **anti-corrosive rivets.**

COMPLY
COMPLY

DEFROSTER/DEFOGGER:

Manufacturer's standard windshield defogger system conforms to
SAE standards J0381 & 382.

COMPLY
COMPLY

DOORS:

SERVICE DOOR: (Manually Operated)

The service door shall have a minimum horizontal opening of
24 inches and a minimum vertical opening of **68 inches.**

COMPLY
COMPLY

The service door shall be **outward opening.**

COMPLY

Lower, as well as upper door panels, shall be of approved safety
glass. The bottom of each lower glass panel shall not be more than
10 inches from the top surface of the bottom step. The top of each
upper glass panel shall not be more than **6 inches** from the top of the
door.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

Vertical closing edges on entrance doors shall be equipped with
flexible material to protect the children's fingers.

COMPLY
COMPLY

There shall be no door to the left in the driver's compartment.

COMPLY

All doors shall be equipped with padding at the top edge of each
door opening. Pad shall be at least **three inches** wide (high) and
one inch thick and extend the full width of the door opening.

COMPLY
COMPLY
COMPLY

The amber warning lights shall be activated from a momentary switch.

COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

EMERGENCY EXITS:

Emergency Doors: (2 inch black lettering will be placed on the exterior middle of rear exit and read the following: "Stop When Red Lights Are Flashing").

The rear emergency door shall be hinged on the right side . Exit shall open outward and be labeled inside to indicate how it is to be opened. A device shall be used that holds the door open to prevent the emergency door from closing during emergencies.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

The upper and lower portions of the emergency doors shall be equipped with approved safety glazing.

COMPLY

There shall be no steps leading to the emergency door.

COMPLY

The words **EMERGENCY DOOR**, in letters at least two inches high, shall be placed at the top of or directly above the emergency door or on the door in the metal panel above the top glass, both inside and outside of the bus. The words **EMERGENCY EXIT** in letters at least 2 inches high shall be placed on the exterior body directly above each emergency window.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

The emergency door shall be equipped with padding at the top edge of door opening. Padding shall be at least three inches wide (high) and one inch thick, and extend the full width of the door opening.

COMPLY

COMPLY

COMPLY

COMPLY

There shall be no obstruction higher than 1/4 inch across the bottom of the emergency door opening.

COMPLY

COMPLY

****Note**** A *side emergency door is not require*. However, *if installed*, it must meet the requirements as set forth in FMVSS 217 (a), regardless of its use with any other combination of emergency exits and the following:

*A left side emergency door shall have a 20 inch unobstructed passageway and no flip seat is to be used. A barrier shall be used just before the door opening.

Yes, as requested:

NO, remarks: _____

ADDITIONAL EMERGENCY EXITS:

All school buses shall be equipped with two emergency windows exit per side, and two roof hatches.

COMPLY

Each emergency exit shall comply with FMVSS 217. These emergency exits are in addition to the rear emergency door or exit. Roof hatches must be Transpec. Standard Vent. (Ref: Model 1970, Specialty Manufacturing 8600, 8900, or 9000 series) or equal

COMPLY

COMPLY

COMPLY

COMPLY

SPECIFICATIONS:

Emergency exit windows shall be as evenly spaced as possible under FMVSS 217 guidelines and shall not be obstructed by any devices.

In addition to the audible warning required on emergency doors by FMVSS 217, additional emergency exits shall also be like protected. Warnings for these exits shall be clearly audible to the bus driver.

School bus emergency exits shall be marked with a minimum one inch wide strip of retro reflective tape red, white or yellow in color, to be placed around the outside perimeter of the emergency exit opening, not the emergency exit itself. The words **EMERGENCY EXIT**, in letters at least two inches high, shall be placed on the body directly above each emergency window.

BIDDING ON \ REMARKS:

COMPLY
COMPLY

COMPLY
COMPLY
COMPLY

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

EMERGENCY EQUIPMENT:

(All emergency equipment shall be installed forward of the front barriers).

FIRE EXTINGUISHERS:

Buses shall be equipped with at least one pressurized, dry chemical Chemical fire extinguisher complete with hose to meet Underwriters Laboratories Inc., approval. A pressure gauge shall be mounted on the Extinguisher and easily read without moving the extinguisher from its mounted position.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

The bracket shall be a heavy-duty, snap-in, spring type. Band type holders are not acceptable. Fire extinguisher brackets (Ref: Brooks Equipment Company # 4SC or Ridgeway Bus Products # 51-05) or equal.

COMPLY
COMPLY
COMPLY
COMPLY

The fire extinguisher shall have a capacity of **five pounds** with an Underwriters Laboratories total rating of 2A10BC or greater. The operating mechanism shall be sealed with a type of seal that will not interfere with the use of the fire extinguisher.

COMPLY
COMPLY
COMPLY
COMPLY

FIRST-AID KIT:

Buses shall have a removable, moisture-proof and dust-proof first-aid kit stored in a metal container and mounted with a separate bracket in an accessible place in driver's compartment. This place shall be marked to indicate its location. Strap-type mounting brackets are not acceptable.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

Contents shall include:

- 2 1" x 2 1/2 yards adhesive tape rolls
- 24 sterile gauze pads 3" x 3"
- 100 3/4" x 3" adhesive bandages
- 8 2" bandage compress
- 10 3" bandage compress
- 2 2" x 6" sterile gauze roller bandages
- 2 non-sterile triangular bandages approximately 40" x 36" x 54" width
- 2 safety pins
- 3 sterile gauze pads 36" x 36"
- 3 sterile eye pads
- 1 pair rounded-end scissors
- 1 pair latex gloves
- 1 mouth-to-mouth airway

COMPLY
COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

BODY FLUID CLEAN – UP KIT:

Each bus shall have a removable and moisture-proof body fluid clean-up kit stored in a metal container. Strap-type mounting brackets are not acceptable. It shall be properly mounted and identified as a body fluid clean-up kit. Must meet OSHA regulations.

COMPLY

COMPLY

COMPLY

COMPLY

WARNING DEVICES:

Each school bus shall contain at least three (3) reflectorized triangle road warning devices mounted in an accessible place in the driver's compartment or outside storage compartment. These devices must meet requirements in FMVSS 125.

COMPLY

COMPLY

COMPLY

COMPLY

FLOOR AND FLOOR COVERINGS:

The floor in the under seat area, including the tops of the wheel housing, driver's compartment and toe board, shall be covered with a rubber floor covering or equivalent, having a minimum overall thickness of 1/8 inch and a calculated burn rate of 0.1 or less using the test measures, procedure and formulas in FMVSS 302 Flammability of Interior Materials.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

The floor covering in the aisle shall be of aisle-type rubber or equivalent, wear resistant, and ribbed. The minimum overall thickness shall be 3/16 inch measured from tops of ribs.

COMPLY

COMPLY

COMPLY

The floor covering must be permanently bonded to the floor and must not crack when subjected to sudden changes in temperature. Bonding or adhesive material shall be waterproof and shall be of a type recommended by the manufacturer of the floor-covering material. All seams must be sealed with waterproof sealer.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

Buses shall have a screw-down plate to access fuel tank sending unit that is secured and insulated. The plate shall be mounted so that access is readily available to repair personnel and so that the floor covering is not disturbed during the repair process.

COMPLY

COMPLY

COMPLY

COMPLY

The floor shall be of metal or alloy at least equal in strength to 14-gauge prime commercial quality steel and so constructed that exhaust gases cannot enter the passenger compartment.

COMPLY

COMPLY

COMPLY

All closures between the bus body and the engine compartment shall be fitted with gas-tight gaskets and pedal openings shall be closed bellows type, gas-tight boots.

COMPLY

COMPLY

COMPLY

HANDRAIL(S):

At least one handrail shall be installed. The handrail(s) shall assist passengers during entry or exit, and shall be designed to prevent entanglement.

COMPLY

COMPLY

COMPLY

HINGES:

All exterior metal door hinges which do not have stainless steel, brass, or nonmetallic hinge pins or other designs that prevent corrosion shall be designed to allow lubrication to be channeled to the center 75% of each hinge loop without disassembly.

COMPLY

COMPLY

COMPLY

COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

IDENTIFICATION:

School bus bodies shall bear the words, **SCHOOL BUS**, in eight-inch black letters on National School Bus Yellow, on the front and back of the bus (lettering between flasher lights). **Government of Guam School Bus** shall be on each side of the bus in at least 8-inch, black standard, un-shaded letters. Lettering shall conform to "Series B" of Standard Alphabets for Highway Signs. *Each bus shall be numbered on both , front sides and the rear, before being put into service. DPW will inform vendor of assigned numbers to be placed on buses.* (Eight-inch, black lettering)

COMPLY
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COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

INSIDE HEIGHT:

The inside body height shall be **73 inches** or more, measured metal to metal, at any point on the longitudinal center line from the front vertical bow to the rear vertical bow. *(Highest interior height option as stated in manufacturer's brochure shall be provided).*

COMPLY
COMPLY
COMPLY
COMPLY

INSULATION:

Ceilings and walls shall be **insulated** with proper material to deaden sound and reduce vibration to a minimum.

COMPLY
COMPLY

Floor insulation is required, it shall be either **5-ply nominal 19/32 inches** thick plywood, or a material of equal or greater strength and insulation R value, and it will equal or exceed properties of exterior-type softwood plywood, C-D Grade as specified in standard issued by U. S. Department of Commerce. When plywood is used, all exposed edges shall be sealed. *(Vendor shall provide statement regarding type of material used).*

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

INTERIOR:

The interior of the bus shall be free of all unnecessary projections, which include luggage racks and attendant handrails, likely to cause injury. This standard requires inner lining on ceilings and walls. If the ceiling is constructed to contain lapped joints, the forward panel shall be lapped by the rear panel and exposed edges shall be beaded, hemmed, flanged, or otherwise treated to minimize sharp edges.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

The driver's area forward of the foremost padded barriers will permit the mounting of required safety equipment and vehicle operation equipment.

COMPLY
COMPLY
COMPLY

Any added equipment shall be flush mounted.

COMPLY

LAMPS AND SIGNALS:

Interior lamps shall be provided which an adequately illuminated aisle and step well. **Step well lights** shall be illuminated by a service door operated switch, to illuminate only when headlights and clearance lights are on and the service door is opened.

COMPLY
COMPLY
COMPLY
COMPLY

Clearance lamps shall automatically illuminate when the headlights are in the "on" position.

COMPLY
COMPLY

L.E.D. lighting shall be used in all exterior body lamps and signals. Eight-way flashing lights and **stop arm** shall be strobe-type L.E.D. Manufacturers' front chassis lamps are exempt from this requirement.

COMPLY
COMPLY
COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

Buses shall be equipped with two red lamps and two amber lamps at the rear of the vehicle and two red lamps and two amber lamps at the front of the vehicle. One amber lamp shall be located near each red signal lamp at the same level, but closer to the vertical centerline of the bus.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

The signaling system, including red and amber signal lamps and a stop arm with alternating flashing lamps, shall be so designed and wired as to have the following characteristics:

COMPLY
COMPLY
COMPLY

When the entrance door is closed, a manual push button may be depressed and the amber pilot light and amber warning lights will flash.

COMPLY
COMPLY

When the entrance door is opened, the amber pilot and amber warning lights will go off, and the red pilot and red warning lights will flash; also, the stop arm will be extended and lights on the stop arm will flash.

COMPLY
COMPLY
COMPLY
COMPLY

On closing the entrance door, all lights will go out and the stop arm retract automatically.

COMPLY
COMPLY

If the entrance door is opened without depressing the manual push button, no lights will flash, nor will the stop arm be extended.

COMPLY
COMPLY

The area around the lenses of alternately flashing signal lamps shall have a readily visible black border for contrast purposes. Hoods/guards shall be provided over front and rear amber warning lights and red warning lights.

COMPLY
COMPLY
COMPLY
COMPLY

Bus body shall be equipped with amber rear turn signal lamps at least seven inches in diameter. These signal lamps must be connected to the chassis hazard-warning switch to cause simultaneous flashing of signal lamps when needed as a vehicular traffic hazard warning.

COMPLY
COMPLY
COMPLY
COMPLY

Rear directional lights shall be mounted not more than 15 inches from the plane of the side of the body, and not more than 14 inches below the glass in the rear of the body. All buses shall have side turn indicators on both sides located within six inches of the floor line.

COMPLY
COMPLY
COMPLY
COMPLY

Buses shall be equipped with two red, brake/tail combination lights at least seven inches in diameter, and shall be mounted on the rear of the bus just inside the turn signal lamps.

COMPLY
COMPLY
COMPLY

**(In addition to these requirements, all lamps and signals shall comply with applicable SAE specifications).*

Buses shall be equipped with a monitor for the front and rear lamps of the school bus, the monitor shall be mounted in full view of the driver. If the full circuit current passes through the monitor, each circuit shall be protected by a fuse or circuit breakers or other equivalent technology against any short circuit or intermittent shorts.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

Alternating headlights (i.e., wig-wag) must operate in conjunction with the red overhead flashers and stop arm.

COMPLY
COMPLY

Daytime running lamps shall be provided.

COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

METAL TREATMENT:

All metal used in construction of bus body shall be zinc-coated or aluminum-coated or treated by an equivalent process before the bus is constructed. Included are such items as structural members, inside and outside panels, door panels and floor sills. Excluded are such items as door handles, grab handles, interior decorative parts and other interior plated parts.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

In addition to the above requirements, all metal parts that will be painted shall be chemically cleaned, etched, zinc-phosphate-coat and zinc-chrome or epoxy primed or conditioned by equivalent process.

COMPLY
COMPLY
COMPLY

In providing for these requirements, particular attention shall be given to lapped surfaces, welded connections of structural members, cut edges punched or drilled hole areas in sheet metal, closed or box sections, unvented or un-drained areas and surfaces subjected to abrasion during vehicle operation.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

MIRRORS:

Interior mirrors shall be either clear laminated glass or clear view Glass bonded to a backing, which retains the glass in the event of breakage. Mirrors shall have rounded corners and protected edges. Buses shall have a minimum of a 6" x 30" mirror. It shall be securely attached on the windshield header and so located as to give the driver a clear view of the entire interior of the bus and the road behind.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

Each school bus shall be equipped with a system of exterior mirrors as defined in FMVSS 111.

COMPLY
COMPLY

Rear vision mirrors shall be capable of providing a view along the left and right sides of the vehicle which will provide the driver with a view of the rear tires at ground level.

COMPLY
COMPLY
COMPLY

The cross view mirror system shall provide the driver with indirect vision of an area at ground level from the front bumper forward and the entire width of the bus to a point where the driver can see by direct vision. The cross view system shall also provide the driver with direct vision of the area at ground level around the left and right front corners of the bus to include the tires and service entrance to a point where it overlaps with the rear vision mirror system. A metal reinforcement plate shall be installed in order to reinforce cross view mirror mounting base area.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

This system of mirrors shall be easily adjustable but be rigidly braced to reduce vibration.

COMPLY
COMPLY

MOUNTING:

The chassis frames shall support the rear body cross member. The bus body shall be attached to the chassis frame at each main floor sill, except where chassis components interfere, in such a manner as to prevent shifting or separation of the body from the chassis under severe operating conditions.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

Insulation material shall be placed at all contact points between the body and chassis frame and shall be so attached to the chassis frame or body that it will not move under severe operating conditions.

COMPLY
COMPLY
COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

OVERALL LENGTH:

The overall length of the bus shall not exceed **40 feet** excluding accessories.

COMPLY

COMPLY

OVERALL WIDTH:

The overall width of the bus shall not exceed **102 inches** excluding accessories.

COMPLY

COMPLY

PUBLIC ADDRESS SYSTEM: (*Incorporated with AM\FM Radio-CD system*)

Busess shall be equipped with a public address system having **interior and exterior speakers**. Interior speakers shall be flush mounted with bulkhead. A **metal reinforcement plate** shall be installed in order to reinforce exterior speaker's mounting base area.

COMPLY

COMPLY

COMPLY

COMPLY

RETRO-REFLECTIVE MATERIAL:

The rear of the bus body shall be marked with strips of retro-reflective National School Bus Yellow (NSBY) material to outline the perimeter of the back of the bus using material which conforms with the requirements of FMVSS 571.131 (Table I). The perimeter marking of rear emergency exits per FMVSS 217 and/or the use of retro-reflective SCHOOL BUS signs partially accomplish the objective of this requirement. To complete the perimeter marking of the back of the bus, strips of at least one-inch retro-reflective NSBY material shall be applied horizontally above the rear windows and above the rear bumper, extending from the rear emergency exit perimeter marking outward to the left and rear corners of the bus. Vertical strips shall be applied at the corners connecting these horizontal strips.

COMPLY

SCHOOL BUS signs, if not of a lighted design, shall be marked with retro-reflective NSBY material comprising a **background** for lettering of the front and/or rear **SCHOOL BUS** signs.

COMPLY

COMPLY

COMPLY

The sides of the bus body shall be marked with retro-reflective NSBY material at least **one inch** in width, extending the length of the bus body and located (vertically) between the floor line and the belt line.

COMPLY

COMPLY

COMPLY

RUB RAILS:

There shall be one rub rail located on each side of the bus approximately at **seat level** which shall extend from the rear side of the entrance door completely around the bus body (except emergency door or any maintenance access door) to a point of curvature near the outside cowl on the left side.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

There shall be one additional rub rail located approximately at the **floor line** which shall cover the same longitudinal area as the upper rub rail, except at the wheel housing, and shall extend only to radii of the right and left rear corners.

COMPLY

COMPLY

COMPLY

COMPLY

Rub rails above the floor line shall be attached at each body post and all other upright structural members.

COMPLY

COMPLY

Each rub rail shall be **4 inches** or more in width (high) in their finished form, shall be of **16-gauge** metal or other suitable material of equivalent strength, suitable to protect body side panels from damage. Rub rails shall be constructed in a corrugated or ribbed fashion.

COMPLY

COMPLY

COMPLY

COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

Rub rails shall be applied to the outside of the body or outside body posts. Pressed-in or snapped on rub rails do not satisfy this requirement.

COMPLY
COMPLY
COMPLY

The bottom edge of the body side skirts shall be stiffened by application of a rub rail, or the edge may be stiffened by providing a flange or other stiffeners.

COMPLY
COMPLY
COMPLY

SEAT BELT FOR DRIVER:

The driver's seat shall be equipped with the seat belt anchored to the floor, housed in scabbard and equipped with an emergency locking retractor (one side only). The driver's seat shall be equipped with a Type II occupant protection (lap and shoulder belt). Adjustability of the mounting point for the driver's seat belt pillar loop shall be provided to accommodate all heights and weights of bus drivers without interference with the driver's face or neck. The requirements of FMVSS 209 and 210 shall be met.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

The driver's seat belt shall be high visibility orange or lime green in color on all buses. All buses must be equipped with a continuous audible and visual warning signal activated when the driver's seat belt is not fastened and the ignition is in the on position. The warning signal shall be different from low air or emergency exit buzzer.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

SEATS AND CRASH BARRIERS: (Seat belts for passenger seats not required).

Seats shall be spaced to obtain a minimum of 24-inch hip-to-knee room measured horizontally at the seat cushion level at the transverse centerline of the seat.

COMPLY
COMPLY
COMPLY

In determining seating capacity of standard school buses, the allowable average rump width shall be 13 inches where a 3-3 seating plan is used, and thirteen 13 - 15 inches where a 3-2 seating plan is used.

COMPLY
COMPLY
COMPLY

All seats shall be bench style, forward facing, have a minimum Depth of 15 inches and conform to the seatback height requirements of FMVSS 222.

COMPLY
COMPLY
COMPLY

All seats and backs shall be a standard color. Seat and back cushions of all seats shall be designed to safely support the designated number of passengers. All seat coverings shall meet FMVSS regulations and School Bus Manufacturer Technical Council Guidelines.

COMPLY
COMPLY
COMPLY
COMPLY

No transit or activity seat will be used. There shall be no armrest on student seats. No bus shall be equipped with jump seats or portable seats.

COMPLY
COMPLY
COMPLY

The driver seat shall be of the high back, air or mechanical suspension, box pedestal-type with a minimum seat back adjustment of 15 degrees and with a head restraint to accommodate a 95 percentile adult male (95 percentile adult male as defined in FMVSS 208).

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

All restraining barriers and passenger seats shall be constructed With materials that, at a minimum, meet the criteria contained in the School Bus Seat Upholstery Fire Resistant Test.

COMPLY
COMPLY
COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

A **driver storage pouch** shall be provided on the front of the barrier Behind driver's seat. This pouch shall be fire resistant and the same color as the bus seats.

COMPLY

COMPLY

COMPLY

STEP TREADS:

All steps, excluding the floor line platform area, shall be covered with a **3/16-inch pebble-tread-type, rubber floor covering** or other materials equal in wear and abrasion resistance to top grade rubber.

COMPLY

COMPLY

COMPLY

STEERING WHEEL:

Manufacturer's standard with **tilt adjustment**.

COMPLY

STIRRUP STEP:

There shall be one stirrup step on each side of the front of the body for use in cleaning the windshield and lamps. There shall be one handle on each side, at least eight inches in length suitably located for the driver to use while cleaning the windshield and lamps. The stirrup steps and the handles shall be of rust-resistant material.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

STOP ARM SIGNAL: (Air Powered)

All stop arm signals shall be of the **strobe-type** and have high-intensity, Retro-reflective coating. The stop signal – arm shall comply with the requirements of FMVSS 131.

COMPLY

COMPLY

COMPLY

SUN SHIELD:

Each school bus shall have an interior adjustable **sun visor** with Minimum measurements of **6 inches by 30 inches**. It shall be installed in a position convenient for use by the driver, anchored on both ends, and shall be tinted transparent plastic or plexi-o-glass.

COMPLY

COMPLY

COMPLY

COMPLY

UNDERCOATING: (Certification shall be provided with delivery)

The entire underside of the bus body, including floor sections, the cross member and below floor line side panels, shall be coated with rust proofing.

COMPLY

COMPLY

COMPLY

The undercoating compound shall be applied with suitable airless or conventional spray equipment to recommend film thickness and shall show no evidence of voids in cured film.

COMPLY

COMPLY

COMPLY

VENTILATION:

Auxiliary fans shall be installed and shall meet the following requirements:

COMPLY

COMPLY

Fans for front left and right sides shall be placed in a location where they can be adjusted for maximum effectiveness and do not obstruct vision to any mirror.

COMPLY

COMPLY

COMPLY

Fans shall be a nominal **6"** diameter.

COMPLY

Fan blades shall be covered with a **protective cage**. Each fan shall be controlled by a separate switch.

COMPLY

COMPLY

The body shall be equipped with a suitably controlled ventilating System of sufficient capacity to maintain the proper quantity of air under operating conditions, without having to open windows except in extremely warm weather.

COMPLY

COMPLY

COMPLY

COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

WHEEL HOUSING:

The wheel housing shall be attached to the floor sheets in such a manner as to prevent any dust, water or fumes from entering the body. The wheel housing shall be constructed of at least 16-gauge steel or other material of equal tensile strength.

COMPLY
COMPLY
COMPLY
COMPLY

The inside height of the wheel housing above the floor line shall not exceed 12 inches.

COMPLY
COMPLY

WINDSHIELD AND WINDOWS:

All side windows shall open vertically so as to provide an unobstructed opening of not less than 9 inches high and 22 inches wide, obtained by lowering the window. Windows shall be a split-sash type and so installed as to provide an emergency exit. There shall be no horizontal, transit or activity-style windows in the student compartment.

COMPLY
COMPLY
COMPLY
COMPLY
COMPLY

All exposed edges of glass shall meet FMVSS requirements.

COMPLY

WINDOW TINT: (Factory installed)

A tinted and shaded windshield with 73% light transmitted and a six-inch shaded band across the top shall be installed at the factory.

COMPLY
COMPLY

All windows in the passenger compartment shall be tinted with 28% light transmitted. The driver's compartment side window and entrance door windows shall be tinted with 70- 75% light transmitted.

COMPLY
COMPLY
COMPLY

WINDSHIELD WASHERS:

A windshield washer system shall be provided that will service the entire wiped surface area.

COMPLY
COMPLY

WINDSHIELD WIPERS:

A windshield wiping system, two speed or variable speed, with an intermittent feature shall be provided. The wipers shall meet the requirements of FMVSS 104.

COMPLY
COMPLY
COMPLY

The wipers shall be operated by one or more air or electric motors of sufficient power to operate the wipers.

COMPLY
COMPLY

WIRING:

All wiring shall conform to current standards of the Society of Automotive Engineers.

COMPLY
COMPLY

The entire electrical system of the body shall be designed for the same voltage as the electrical system of the chassis on which the body is mounted.

COMPLY
COMPLY
COMPLY

All wiring shall have an amperage capacity equal to or exceeding the designed load. All wiring splices are to be done at an accessible location and noted as splices on the wiring diagram.

COMPLY
COMPLY
COMPLY

A body-wiring diagram of easily readable size shall be furnished with each bus body or affixed in an area convenient to the electrical accessory control panel.

COMPLY
COMPLY
COMPLY

The body power wire shall be attached to a special terminal on the chassis.

COMPLY
COMPLY

SPECIFICATIONS:

All wires passing through metal openings shall be protected by a grommet.

BIDDING ON \ REMARKS:

COMPLY

COMPLY

Wires and tubing shall be enclosed within body panels.

COMPLY

CIRCUITS:

Wiring shall be arranged in circuits as required with each circuit protected by a circuit breaker or electronic protection device. A system of color and number coding shall be used and an appropriate **identifying diagram** shall be provided to DPW along with the wiring diagram provided by the chassis manufacturer.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

Each body circuit shall be coded by number or letter on a diagram of circuits and shall be attached to the body in readily **accessible location**.

COMPLY

COMPLY

REQUIRED ACCESSORIES:

1. (1) set wheel chocks per bus.
2. Anti-vandalism package with spare keys.
3. Exterior storage compartment (lockable).
4. (2) sets of all keys required for buses.
5. (1) Line setting ticket (*fast moving parts list*) per bus.
6. All mounting hardware for license plates.
7. All protective \ anti-corrosion coating options as stated in the manufacturer's brochure shall be applied.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

SPECIAL PROVISION: Post construction \ Pre shipment inspection:

The contractor shall include in the bid/quote price, one factory inspection trip for two employees from the Department of Public Works for the purpose of the inspection and testing prior to the shipment of the unit(s).

The inspection trip shall be attended by personnel either involved in the writing of the specifications and maintenance technicians or operators of the buses. This trip will be to inspect the finished product and perform operational tests on all buses and to ensure compliance to specifications prior to ocean shipping. Trips shall be of such minimum duration to allow for business at hand to be completed and scheduled to allow adequate time for discrepancies to be addressed and corrected before buses are to be shipped.

Upon completion, buses shall be inspected by DPW and vendor rep. prior to shipment from manufacturer's factory \ assembly plant and consist of the following criteria:

1. Workmanship
2. Quality Conformance
3. First production Vehicle
4. Wash Test: Witness wash test for buses to ensure no leaks exist.
5. Customer Orientation \ Product briefing.

The successful bidder shall provide for round trip air fare and accommodations for two (2) representatives from the Department of Public Works for a post construction inspection at place of construction prior to Freight on Board (F.O.B.) Guam.

1. Transportation: Guam to Factory and Return
From lodging to factory and return (i.e. rental vehicle)
2. Lodging: Three (3) Days to include meals - 3 per day.
Lodging shall be located within a reasonable distance from factory.
3. Quantity: Two (2) Employees. COMPLY

SPECIFICATIONS:

BIDDING ON \ REMARKS:

OCEAN FREIGHT

Buses will ship roll on roll off service by ocean to Guam port. Buses will be shipped under deck to prevent direct exposure to salt air and spray.

FACTORY RECALLS:

All factory recalls, modification, news bulletins, illustrations, etc. shall be routed to DPW Transportation Maintenance division throughout the life of the bus.

Yes, as requested:

NO, remarks: _____

SERVICE/MAINTENANCE AND REPAIR MANUALS:

The successful bidder shall provide DPW with (2) complete sets of the most current service manuals (**Book Form**) and access to them electronically at no additional cost during the life of the bus. Manuals shall cover the **entire bus** to include: **Engine, Transmission, Body, Chassis, Wiring locators\diagrams** and all parts manuals associated with bus.

Yes, as requested:

NO, remarks: _____

DIAGNOSTIC EQUIPMENT: (To include all user's manuals and code books)

The successful bidder shall provide DPW a **complete set** of Diagnostic equipment for bus. The equipment shall include:

Software for Engine, Transmission, Electrical\ Electronics and Brake system. Access to downloadable version at no additional cost during the life of the bus.

Hardware to include Laptop (Tough Book type) computer and Data ports\cables and any required accessories.

Yes, as requested:

NO, remarks: _____

TRAINING REQUIRED: (To be conducted by Factory\ Manufacture authorized instructor within 7 days after delivery of busses).

The successful bidder shall provide an **on – island**, Technician level; Factory certification type training course associated with the buses delivered. Government of Guam personnel shall receive a minimum **40 hour training course**, covering but not limited to the following:

1. **Diagnostic procedures\techniques** (utilizing diagnostic equipment supplied in this bid).
2. **Maintenance and Repair procedures\techniques** for Engine, Transmission, Brakes and Electrical wiring and circuits. (With an emphasis on multiplex wiring if applicable)
3. **Preventive maintenance procedures\techniques.**

*note (Vendor shall provide info. regarding course agenda and scheduling as part of bid proposal).

Yes, as requested:

NO, remarks: _____

SPECIFICATIONS:

BIDDING ON \ REMARKS:

WARRANTY: *(All guarantee, warranty, and service periods begin on date of acceptance).*

1. The successful bidder shall **guarantee** all parts, components, materials and workmanship associated with the buses delivered to be free from defects for the period of (1) year / 12,000 miles starting at the date of delivery. **Unlimited** to include batteries, lights, fuses etc. **Unless defect is determined to be caused by obvious operator negligence.**

Yes, as requested:

NO, remarks: _____

2. The successful bidder shall also provide the manufacture's standard warranty. (Including engine & transmission) **Certification of warranty and its limitations shall be provided upon delivery to DPW.**

Yes, as requested:

NO, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

Yes, as requested:

NO, remarks: _____

4. The successful bidder shall provide service such as diagnostic, repair or adjustments of the bus on government premises or field location. If repair cannot be done on location, bidder shall have bus transfer to shop where repair can be executed at any time within the warranty period.

Yes, as requested:

NO, remarks: _____

5. Vendor shall record mileage accumulated prior to delivery. The recorded mileage shall be added to mileage limitations for all warranty and service periods.

Yes, as requested:

NO, remarks: _____

SERVICE/PREVENTIVE MAINTENANCE:

1. Successful bidder will perform all manufacture's recommended **Preventive Maintenance** service for the duration of the powertrain warranty (no less than 24 months\24,000 miles) whichever comes first **(at no cost to the Government of Guam.) To include but not limited to greasing, flushes, inspections and tire rotations.**

Yes, as requested:

NO, remarks: _____

SPECIFICATIONS:

BIDDING ON \ REMARKS:

WARRANTY AND SERVICE CONDITIONS:

1. The successful bidder shall be responsible for all cost associated with warranty and service. To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.

(X) Yes, as requested:
() NO, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: (Defect determined to be caused by obvious operator negligence).

(X) Yes, as requested:
() NO, remarks: _____

3. All warranty and maintenance services shall be performed by manufacture \ factory trained, authorized technicians.

(X) Yes, as requested:
() NO, remarks: _____

4. Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously.

(X) Yes, as requested:
() NO, remarks: _____

5. If equipment is out of service for (30) thirty consecutive days or longer awaiting parts, service or repairs, the total amount of time will added to existing warranty period.

(X) Yes, as requested:
() NO, remarks: _____

NOTE:

All school buses shall receive factory \ manufacture recommended pre-delivery service prior to delivery to DPW.

Partial deliveries will not be accepted. All requirements specified must be provided at time of delivery.

Bidder shall identify on their bids any deviations from requirement on remarks column and state item being offered to evaluation processing. Failure to comply may result in rejection of bid.

Original Manufacture's brochure shall be furnished with this bid proposal.

Certificate of Origin will be provided at time of delivery.

Buses must be inspected and pass inspection by authorized safety inspection station.

Buses must be delivered to the Department of Public Works for final inspection and acceptance.

BIDDING ON:

MANUFACTURED BY: BLUE BIRD CORPORATION

YEAR: 2016

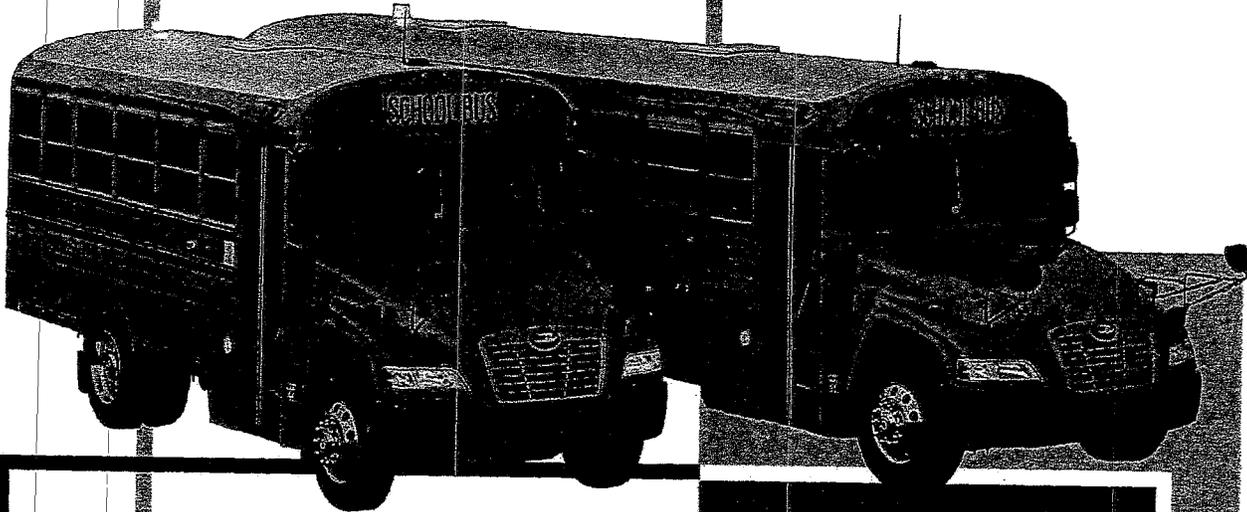
MAKE: BLUE BIRD

MODEL: 60 PAX VISION CONVENTIONAL TYPE C

PLACE OF ORIGIN: U.S.A.

DATE OF DELIVERY: AS SPECIFIED

BLUE BIRD VISION



A heritage of looking ahead.

A heritage of looking ahead.

We are 1,500 people who come to work every day with one common goal, to design, build, sell and service the world's finest school bus. That's what we do— no distractions, no competing priorities. We are heirs to a rich legacy, one of listening to our customers, embracing their needs, and delivering innovations that lead the market. We commit ourselves to four driving priorities— safety, quality, durability, and serviceability. We embody the interests of every child that rides us, every driver that drives us, every service technician that services us and every district that buys us. More than a business, this work is our heritage, and we have been at it since 1927— *that's purpose driven.*

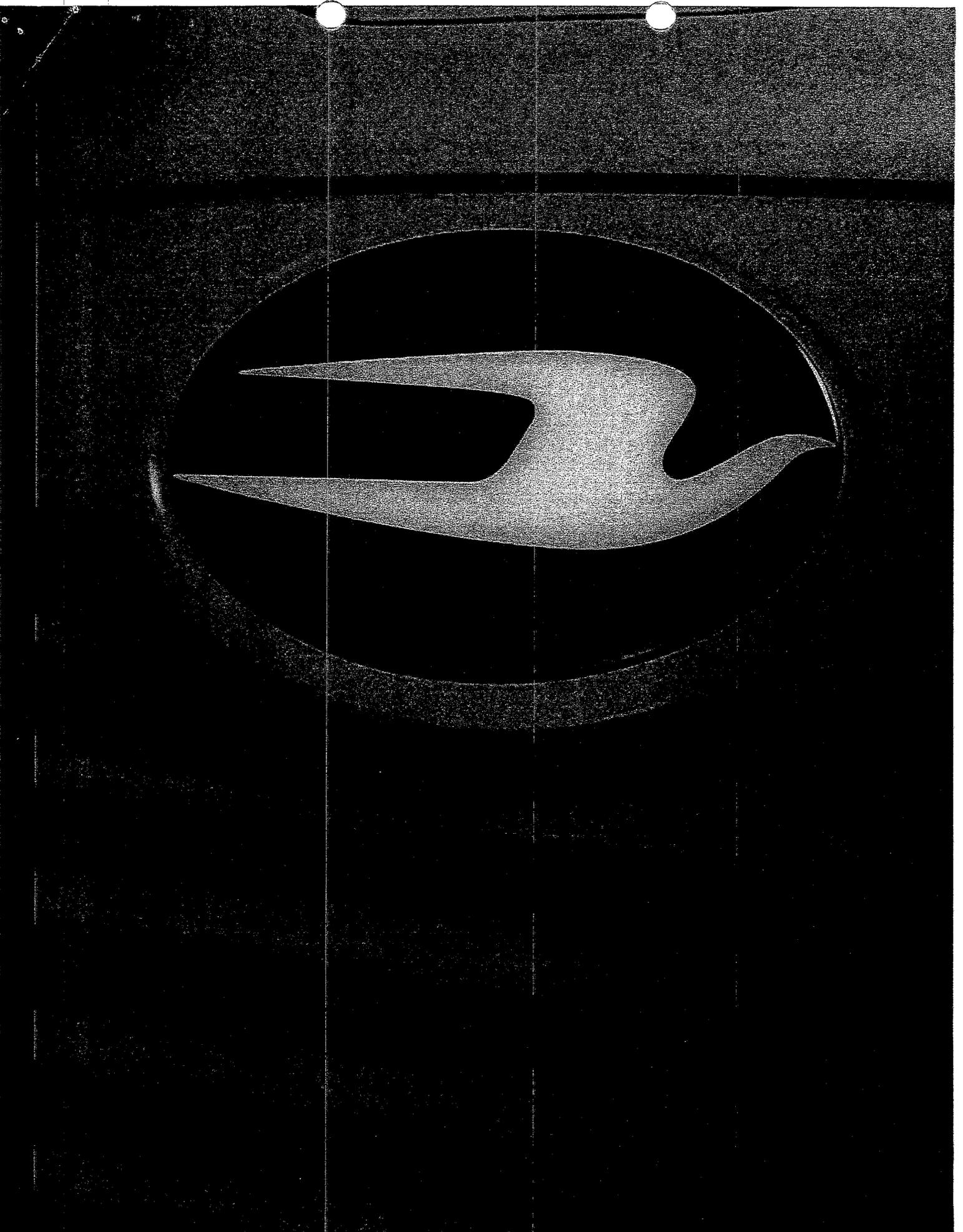
Because Blue Bird is purpose-driven to listen and respond, our school buses are purpose-built to set the highest standards across all key performance metrics of this demanding market. We singularly focus on engineering and manufacturing school buses. Our chassis are purpose-built exclusively for school bus applications, so we don't have to compromise to accommodate trucks or recreational vehicles.

Our **Vision** is a vivid example. Its proven bus design provides exceptional driver visibility and maneuverability. It shares many body parts with the Blue Bird All American, resulting in a reduction in parts and service complexity. Cockpit ergonomics enable drivers to effortlessly transfer between the Blue Bird Vision and All American buses without having to learn a new layout for school districts with mixed fleets— *that's purpose built.*

We are committed to reducing your total cost of ownership. From chassis to body to cockpit, Blue Bird's Vision is a winner: a purpose-built school bus from a purpose-driven company that is clearly best-in-class.

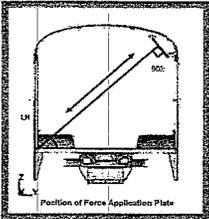
	GOOD	BETTER	BEST
Fuel Economy			✓
Turning Radius			✓
Visibility			✓
Cockpit Ergonomics			✓
Standard Alternator Output			✓
DEF Reservoir Capacity			✓
Standard Colorado Rack Test Compliance			✓
Serviceability			✓
Paint Warranty			✓





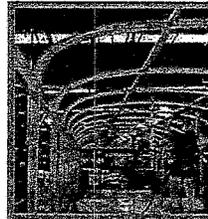
SAFETY

At Blue Bird, added safety is not an option. It is a standard. We take no shortcuts because at the end of the day, your children's safety is our business. This core value was at the forefront when we redesigned the new Vision. From our standard Colorado Rack Test compliance, to our best-in-class cockpit visibility, the highest level of safety is engineered into every Blue Bird bus and is at the foundation of everything we do.



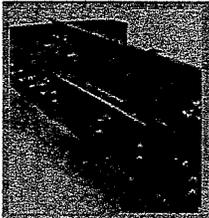
Standard Colorado Rack Test Compliance

The Vision meets the Colorado Rack Test rollover specification in its standard configuration, not as an option like the competition. This highlights the strength of the core bus design.



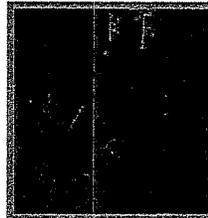
Passenger Safety Cage

Blue Bird's custom designed one-piece roof bow system ensures safe student transportation with an exceptionally strong structure. This safety cage is the backbone of our solid bus design.



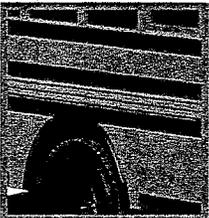
Fuel Tank Between Frame Rails

All fuel tanks are strategically mounted between the frame rails for added safety and durability.



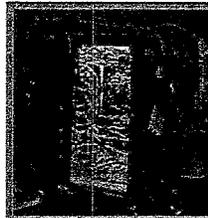
Optional Adjustable Pedals

Adjustable pedals enable bus drivers to modify the orientation of the controls to fit their unique body sizes, ensuring an individualized fit that is optimal for the driver.



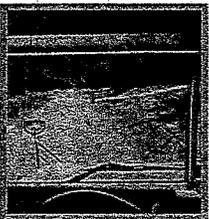
Rub Rail Protection

The top 3 rub rails are fully mounted above the floor level, providing additional structural rigidity and protection for passengers.



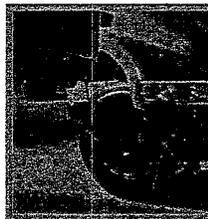
Less Engine Noise

Additional insulation in the engine compartment is available, which provides quieter operation, making it easier for drivers to hear the children.



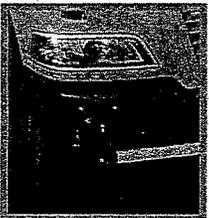
Exceptional Driver Visibility

The Vision provides exceptional forward visibility and unique mirror systems that improve driver awareness and increase the safety of children around the bus.



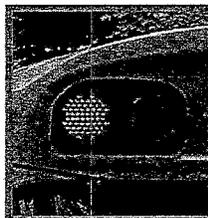
Best-In-Class Turning Radius

Superior maneuverability limits the infringement on surrounding lanes of traffic when turning corners, and it also virtually eliminates the need to back up the bus in tight cul-de-sacs.



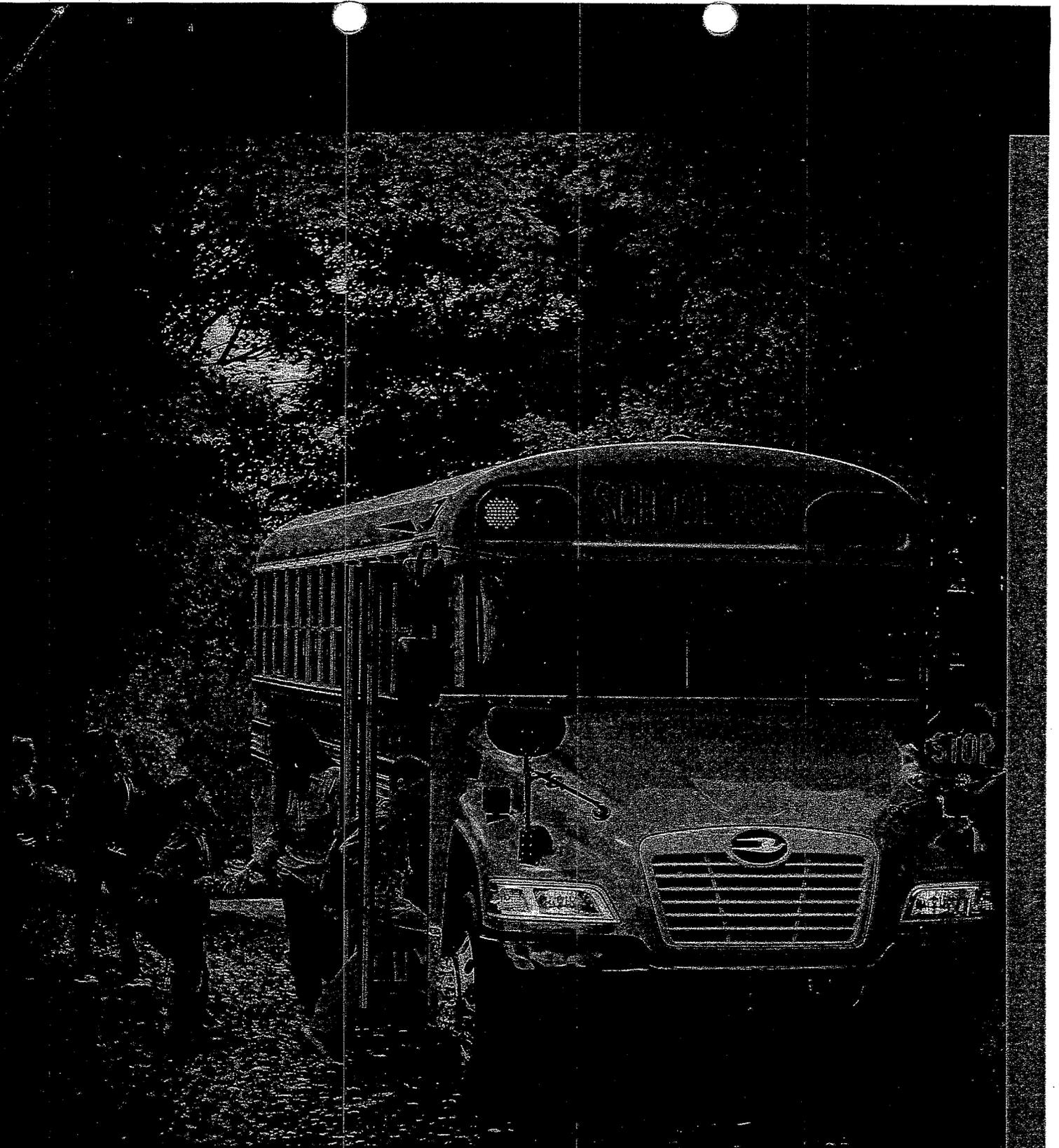
Industry's Largest Bumpers

The Vision's front bumper is the largest in the school bus industry. At 15" tall on both corners and 25% larger than the other school bus makes, it provides added protection and safety.



E-Z Light Check System

Blue Bird's E-Z Light Check System allows drivers to check all lights, which is outlined in CDL requirements, with the flip of 1 switch.



The Blue Bird Vision has the industry's

**Best-In-Class
Driver Visibility**

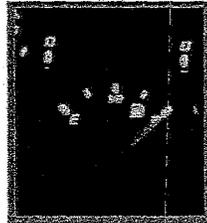
QUALITY & DURABILITY

At Blue Bird, quality and durability have always been of paramount importance. That is why over 200,000 of our buses that we've manufactured since our founding in 1927 are still on the road. We pay attention to the details that deliver performance, continually exploring how a product can be improved. It's part of Blue Bird's continuous improvement culture. And it's this steadfast culture that delivers the innovation and robust design featured on the Vision.



Ergonomic Driver's Cockpit

The cockpit has been designed to comfortably fit virtually any body size. The cockpit instrument panel is redesigned to match the Blue Bird All American for seamless driver transition.



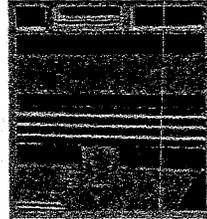
Most Fuel Efficient Engines

Blue Bird strives to help fleets save money with the industry's most fuel efficient and EPA compliant engines from Cummins, and a propane autogas offering from ROUSH CleanTech and Ford.



Wide Entrance Door

With today's students transporting larger backpacks, sports equipment and musical instruments, the wide entrance door better accommodates bulky carry-on items.



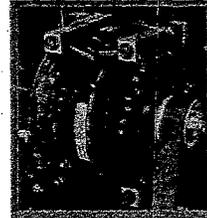
Industry's Best Paint Warranty

Blue Bird offers the industry's best paint warranty to back our unrivaled paint durability and gloss retention, enabled by a unique paint formula that surpassed extensive testing.



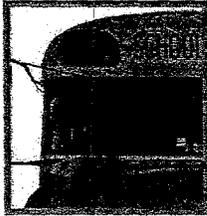
Improved Window Seals

The windows feature a redesigned top seal, with a felt seal on the upper and lower sash, and an enhanced lock rail. This new design allows for ultra-smooth operation.



Highest Standard Alternator Output

Our 240-amp alternator is the highest amp alternator offered as standard equipment on a school bus, providing additional capacity to power electrical components and accessories.



Enhanced Defrost Air Flow

This feature is engineered to thaw the higher section of the windshield faster for increased visibility in inclement weather.

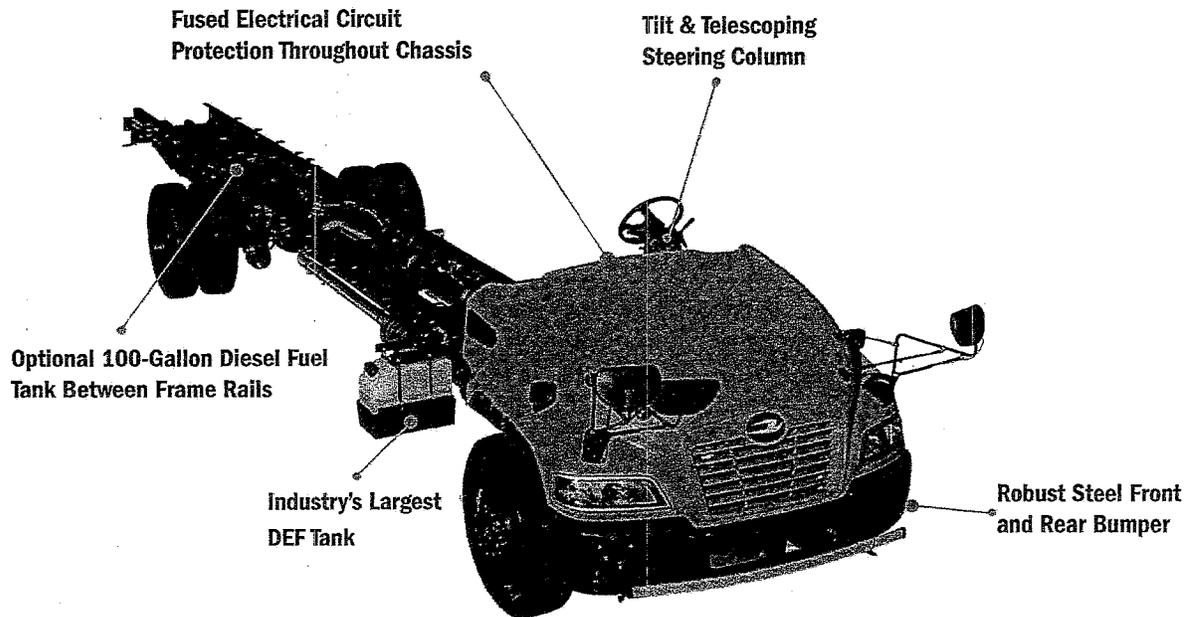


Floors Secured by Screws

The flooring is attached with screws rather than nails, providing a more secure attachment method.

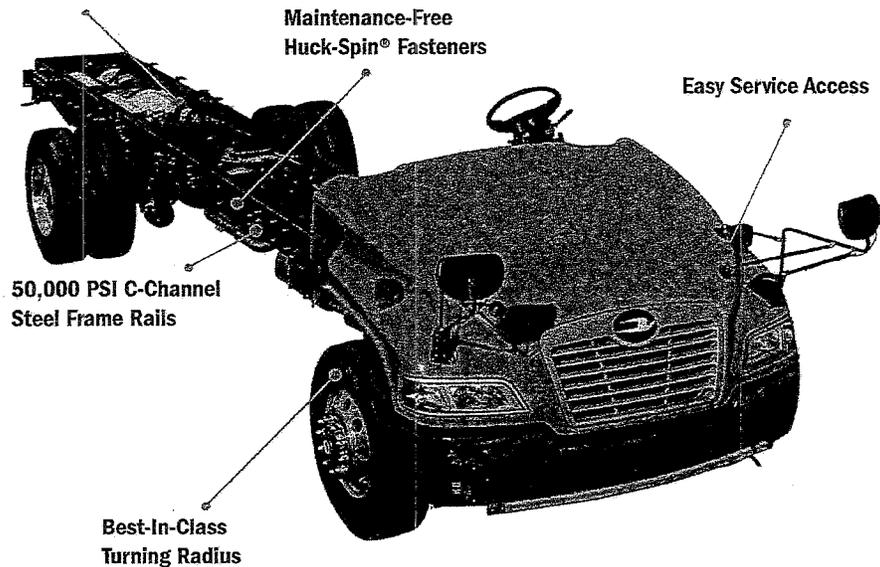


DIESEL VISION CHASSIS



PROPANE-POWERED VISION CHASSIS

Optional 100-Gallon Propane Autogas Tank Between Frame Rails

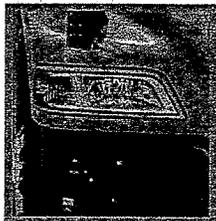


Exclusive Purpose-Built Chassis

Blue Bird's exclusive purpose-built chassis, specifically designed for bus applications, blends over 85 years of our finest innovation with unmatched value. From our fuel tank, which is strategically mounted between the frame rails, to our enhanced overall serviceability, our purpose-built chassis is a hallmark of our commitment to deliver the industry's most durable buses.

SERVICEABILITY

The Blue Bird Vision was designed with ease of serviceability in mind. The Vision improves a service technician's accessibility and speed for performing routine maintenance and repairs. From our enhanced service doors and easily accessible engine compartments, to a redesigned headlamp system that's easier to work with, the Vision provides service technicians with greater efficiency. Blue Bird also took it a step further by designing our Vision and All American product lines to include parts commonality. All of these variables combined further help to reduce your total cost of ownership. Top it off with Blue Bird's superior technical training programs, and you have a winning combination.



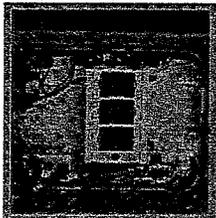
New Low-Maintenance Headlamps

Headlamps with integrated turn signals and clear lens technology make regular maintenance and beam alignment easier than ever.



Spacious Engine Compartment

Intuitive routing of exhaust and cooling system components, with increased engine compartment space, allows for easy access to perform engine maintenance.



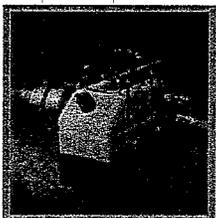
Easy-to-Service Electrical

Our multiplex wiring provides positive locking body electrical terminals, which enables reliable connections that allow for quick and easy maintenance.



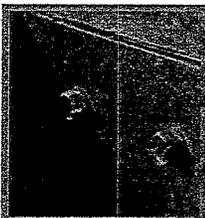
Proven Body Design

The Vision has parts commonality with the Blue Bird All American, resulting in a reduction in parts and service complexity.



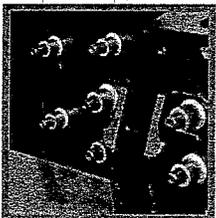
Industry's Largest DEF Tank

Our standard 15-gallon diesel exhaust fluid (DEF) tank is the industry's largest DEF tank offered. Refills are strategically timed with regular maintenance intervals.



Easy-to-Service Stepwells

Blue Bird's stepwells are bolted in, allowing for easier replacement in the event of damage. Competitors' stepwells are welded in the bus.



Zero-Maintenance Fasteners

Blue Bird's Huck-Spin® fasteners will never require re-torquing throughout the life of the vehicle. This is just one more way Blue Bird helps reduce standard maintenance.



Low-Cost Windshield Replacement

This 4-piece design enables a simple change of just the damaged section of glass in the event of a chip or crack. This feature is much less expensive than replacing an entire one-piece windshield.



Factory Trained Technicians

Blue Bird maintains a tradition of leading the school bus industry in both quantity and quality of technical training offered to our customers.



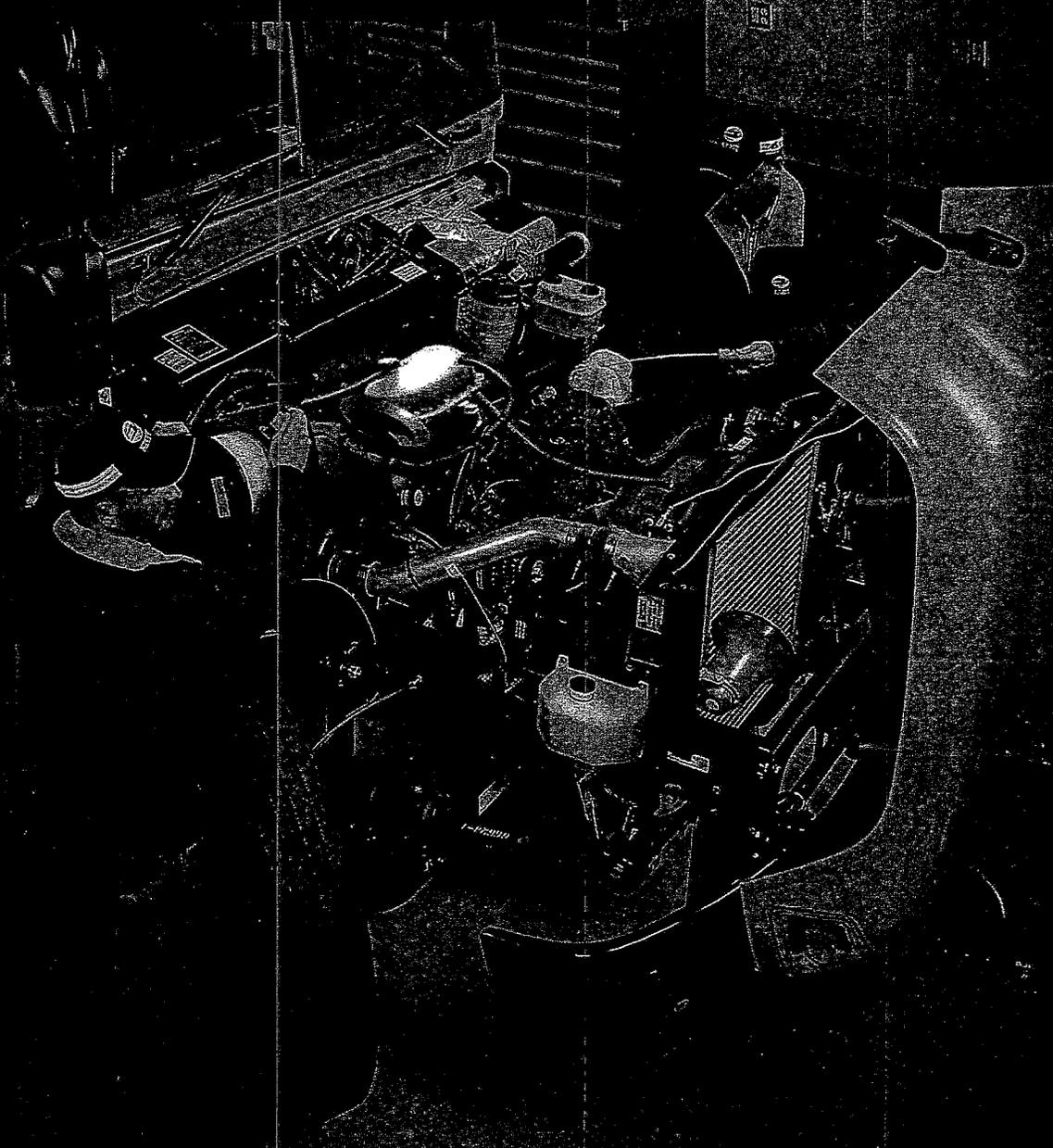
Expansive Dealer & Service Network

Over 230 dealers and affiliated service centers are available throughout North America.

Blue Bird's Vision and All American models have

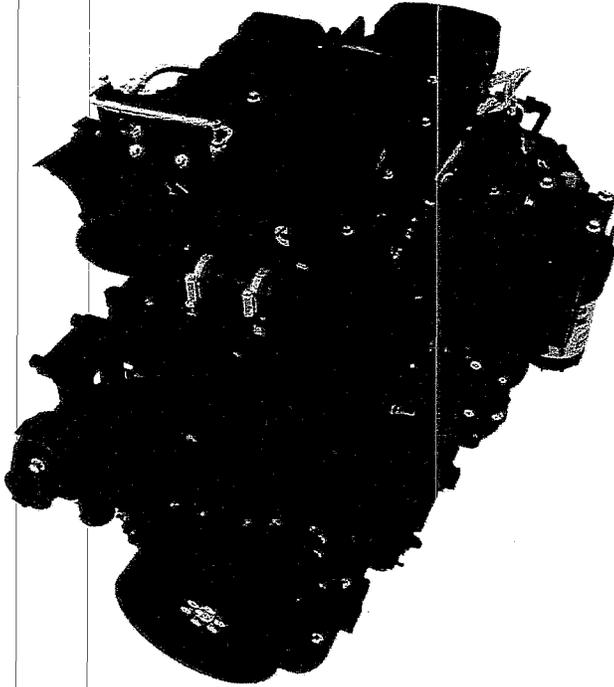
Parts Commonality

which helps reduce parts and maintenance costs



ENGINE OPTIONS

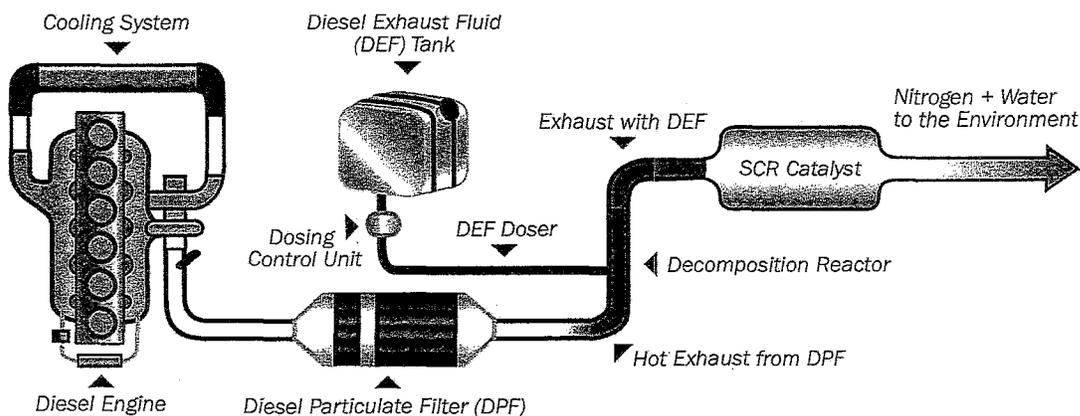
CUMMINS ENGINE Diesel Fuel



Blue Bird works closely with Cummins, an industry-leading engine manufacturer, to develop unique and proprietary engine and driveline configurations specifically designed for our Blue Bird school buses. This means you receive a bus that is custom tailored to deliver the best combination of horsepower, torque, reliability, durability and fuel economy while meeting emission standards.

- 100% EPA and CARB compliant engines reduce greenhouse gases (GHG)
- Industry-leading fuel economy of the 2013 ISB 6.7 delivers up to 2% higher MPG than 2010 models
- Compliant with 2013 EPA and NHTSA regulations for fuel economy and greenhouse gas reduction (achieved one year ahead of schedule)
- Aftertreatment System utilizing a Diesel Particulate Filter (DPF) and Selective Catalytic Reduction (SCR) technology virtually eliminates NOx
- On-Board Diagnostic instruments added in 2013 continuously monitor the performance of the emissions system, which alerts the drivers and service technicians to important notifications.

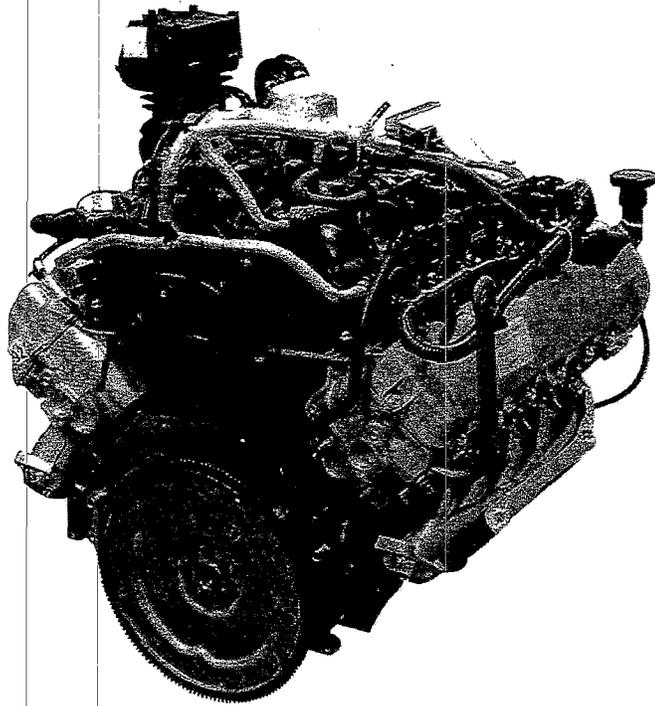
Standard 5 Year/100,000 Mile Coverage by Cummins



Proven SCR Technology

Here is how SCR works: when NOx exhaust gas travels toward the SCR system, it is injected with diesel exhaust fluid (DEF), which reacts with the catalyst. That reaction breaks the NOx emissions down into harmless nitrogen and water vapor—pure, natural components of the air we breathe. The nitrogen and water vapor then pass harmlessly through the tailpipe. SCR is a proven emissions solution that works.

FORD AND ROUSH CLEANTECH ENGINE Propane Autogas



Standard 5 Year Coverage by Ford

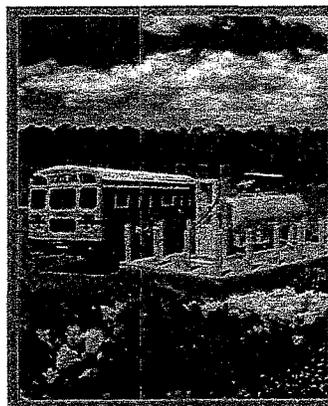
Blue Bird's exclusive relationships with Ford and ROUSH CleanTech deliver the best propane autogas school buses in the industry. Propane autogas is the fastest growing school bus segment and is saving districts money with reduced operating costs. Blue Bird is the clear leader with more than 5 times the number of alternative fuel school buses on the road than all other makes combined.

- Powerful Ford three-valve 6.8L V10 engine delivers 362 horsepower and 457 lb-ft of torque and is 100% EPA and CARB compliant
- The Ford engine and transmission are utilized in more than 1 million vehicles and have proven to be reliable and durable workhorses
- The cost of propane autogas is typically less than half the cost of diesel fuel
- Propane Autogas is sourced in North America, further reducing dependence on foreign oil
- Engines are up to 50% quieter than diesel engines
- Offers excellent cold-weather start performance with no pre-heating of the engine or fuel additives required



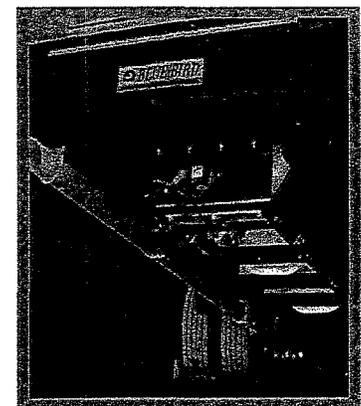
100-Gallon Extended Range Fuel Tank Available

Blue Bird's new 100-gallon extended range fuel tank is the industry's largest. This option provides the greatest route range and is just one more example of Blue Bird's continual innovation to meet our customers' needs.



Infrastructure— No Problem!

We will help you install the fueling infrastructure required to support your fleet affordably.



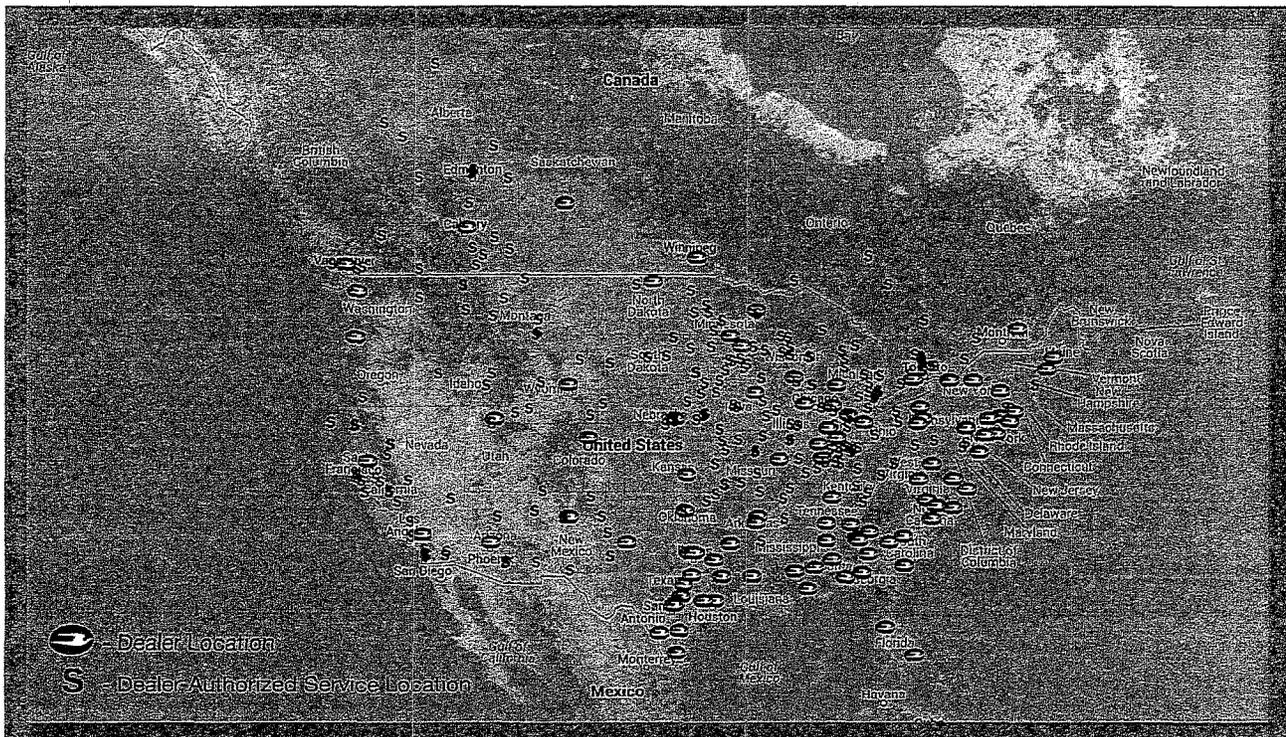
Robust Fuel Tanks

Propane autogas fuel tanks are made of carbon steel and are 20 times more puncture-resistant than a typical diesel tank.

SERVICE AND SUPPORT

At Blue Bird, we recognize that your new bus purchase is just one part of the equation. The North American Blue Bird Dealer Network, backed by the knowledgeable Blue Bird Parts and Service Team, has you covered for the life of your bus. The local parts, service, warranty, and genuine school bus expertise you need are readily available at hundreds of North American full-line dealers and dealer-authorized service centers.

- Over 230 dealers and affiliated service centers throughout North America
- Blue Bird has a state-of-the-art training facility located at Blue Bird's headquarters in Fort Valley, Georgia
- Dedicated technical trainers provide over 1,000 dealer and service technician training classes each year
- Unlike other makes, we have a dedicated team of Field Service Engineers that solely focus on school bus operations
- Blue Bird Field Service Representatives utilize their years of experience to provide quick and accurate technical support to our Blue Bird Dealer Network
- Expert representatives are available to provide telephone, online and on-site support



Blue Bird carries one of the largest and most complete bus parts inventories in the industry, ensuring quick delivery to reduce downtime. Your local full-line, full-service Blue Bird dealer is your one-stop source for OEM and aftermarket parts, including parts and accessories for other brands of buses. Blue Bird stocks the parts you need with the leading component brands you trust— at industry-competitive prices.



Comprehensive Technical Training

We provide dozens of dealer-hosted and factory-hosted technical training classes each year.



Complimentary "TechRef" DVD

The TechRef DVD is delivered with each new bus and contains the current Parts Catalog, Driver Handbook, Service Manual and other technical references for the current models in a convenient PDF Portfolio format.



Top-Quality Parts

Blue Bird's extensive selection of top-quality parts is part of our promise to deliver exceptional quality, reliability and convenience to our customers.

Blue Bird's Parts Distribution Center

Blue Bird's facility, located in Delaware, Ohio, includes over 1.4 million cubic feet of climate-controlled and highly-automated space, housing over 30,000 items.

BLUE BIRD CONNECT™

BLUE BIRD connect™

Powered by Synovia Solutions

Why Choose Blue Bird Connect™?

When it comes to fleet management systems, we deliver a complete package that's tough to beat.



Blue Bird's commitment to safety, quality, durability, and serviceability combined with decreased costs makes Blue Bird Connect™ the optimal GPS fleet management system. Our goal is to help your fleet drive safer while managing your operational costs such as fuel, payroll and manpower. Our incredibly capable and intuitive platform is paired with a knowledgeable and experienced sales and support team you can count on. Then there's Synsurance, a way to pay for your system over time that is unlike anything our competition can offer. Many customers have switched from another GPS solutions provider to Blue Bird Connect™ because it's simple, easy to use and doesn't require any upfront investment.

Industry's Best Features



CORE GPS

Assess idling, speeding, location, mileage, zone entry/exit, etc.



DRIVER TIME AND ATTENDANCE

Integrate payroll with the true time worked for the day



PARENT PORTAL ACCESS

Allows you to see your bus' ETA in real-time



COMPARATIVE ANALYSIS

Improve on-time performance and keep your drivers on route and punctual



ENGINE DIAGNOSTICS

Proactively identify and address vehicle malfunctions



SYNSURANCE

No upfront costs; All inclusive monthly fee per vehicle; rapid return on investment



Want to learn more? Contact your local Blue Bird dealer and let us show you how we can help you run safer and save money in the process—a winning combination.

BLUEBIRDCONNECT.COM

The Blue Bird Body Company Promise



We are singularly focused on building and selling school buses that customers want and value. The safety of school children is at the center of all that we do and we will strive every day, just as we have since our beginning in 1927, to provide an unparalleled and affordable product in terms of safety, quality, durability, and serviceability.

We will be easy to do business with, responsive to our customers' wants and needs, and provide prompt after-sale support in parts and service through a professional, highly-qualified distribution network. Customer satisfaction is our top priority.



**OUR BLUE BIRD FAMILY
FORT VALLEY, GEORGIA**

VISION TECHNICAL SPECIFICATION HIGHLIGHTS

CAPACITY	Multiple floor plans available with passenger seating up to 78
EXTERIOR WIDTH	96"
INTERIOR WIDTH	90 3/4"
AISLE WIDTH	Varies by floor plan
SKIRT LENGTH	16 1/4", 19 3/4", 25 3/4"
INTERIOR HEIGHT	77"
OVERALL HEIGHT	121" - 128"
WHEELBASE	169" / 189" / 217" / 238" / 252" / 273" / 280"
OVERHANG	45" front overhang with standard steel bumper. Rear overhang varies by body length/wheelbase
FUEL TANK	Standard 60-gallon, optional 100-gallon located between frame rails in rear overhang
ENTRANCE DOOR	27" wide x 78" high/double electric outward opening
REAR DOOR	37" wide x 52" high

TRANSMISSION	Allison® 2500 PTS - 5 speed automatic
ENGINE	Cummins® ISB 6.7-'13, 200-260 hp
TIRE SIZE	11R22.5 (G) all-position radials
ALTERNATOR	240, 270, and 320 amps with 12 volts
BRAKES	4-wheel hydraulic disc brakes with 4-channel antilock brake system; Air drum and disc brakes available
SUSPENSION	Soft ride front leaf spring suspension (rating varies by capacity); Two-stage steel leaf rear spring suspension system (rating varies by capacity); Air suspension available
STEERING	Tilt & telescoping steering column
FRONT AXLE	Front axle (rating varies by capacity)
REAR AXLE	Rear axle with hypoid, single reduction gears with broad range of ratios available to optimize powertrain performance (rating varies by capacity)
WHEEL CUT	50°
GVWR	Up to 33,000 lb.

PROPANE-POWERED VISION TECHNICAL SPECIFICATION HIGHLIGHTS

CAPACITY	Multiple floor plans available with passenger seating up to 78
EXTERIOR WIDTH	96"
INTERIOR WIDTH	90 3/4"
AISLE WIDTH	Varies by floor plan
SKIRT LENGTH	16 1/4", 19 3/4", 25 3/4"
INTERIOR HEIGHT	77"
OVERALL HEIGHT	121" - 128"
WHEELBASE	189" / 217" / 238" / 252" / 273" / 280"
OVERHANG	45" front overhang with standard steel bumper. Rear overhang varies by body length/wheelbase
FUEL TANK	Standard 70-gallon, optional 100-gallon located between frame rails in rear overhang
ENTRANCE DOOR	27" wide x 78" high/double electric outward opening
REAR DOOR	37" wide x 52" high
TRANSMISSION	Ford® 6R140 - 6 speed automatic

ENGINE	Ford® 6.8L with ROUSH CleanTech Liquid Propane Autogas Fuel System, 362 hp
TIRE SIZE	11R22.5 (G) all-position radials
ALTERNATOR	240, 270, and 320 amps with 12 volts
BRAKES	4-wheel hydraulic disc brakes with 4-channel antilock brake system; Air drum and air disc brakes available
SUSPENSION	Soft ride front leaf spring suspension (rating varies by capacity); Two-stage steel leaf rear spring suspension system (rating varies by capacity); Air suspension available
STEERING	Tilting & telescoping steering column
FRONT AXLE	Front axle (rating varies by capacity)
REAR AXLE	Rear axle with hypoid, single reduction gears with broad range of ratios available to optimize powertrain performance (rating varies by capacity)
WHEEL CUT	50°
GVWR	Up to 33,000 lb.

Eddie Baza Calvo
Governor

GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor



Benita Manglona
Director, Dept. of Admin.

John Pangelinan
Deputy Director

July 25, 2014

Invitation for Bid GSA-065-14
SCHOOL BUS (60 PASSENGER)

AMENDMENT 4

1. Amend to change "Required Delivery Date:" to the following:

From:

180 days Upon Receipt of a Purchase Order. For a period of one (1) year on an as needed basis upon the availability of funds. This is an indefinite quantity bid.

To Now Read:

240 days Upon Receipt of a Purchase Order. (This is an indefinite quantity bid. For a period of one (1) year on an as needed basis upon the availability of funds.)

2. Amend to change Item 1.1 School Bus (60 Passenger) Type C, page 30 under "SPECIFICATIONS" the following: ENGINE (Majority of existing DPW bus fleet is powered by Cummins engines. Therefore, preferred)

From:

If fuel or after treatment additive is required, vendor shall provide a **6 months'** Supply for each bus at time of delivery. (If DEF fluid is required; no less than 30 gallons per bus shall be provided).

To Now Read:

If after treatment additive; (Diesel Exhaust Fluid "DEF") is required for the operation of the engines to be supplied then 30 gallons per bus shall be provided at the time of delivery.

Bidding On / Remarks:

COMPLY
COMPLY
COMPLY

3. Amend to change Item 1.1 School Bus (60 Passenger) Type C, page 33 "School Bus Body Specifications" under "SPECIFICATIONS" the following: **DOORS:**

From:

SERVICE DOOR: (Manually Operated)

To Now Read:

SERVICE DOOR: (Manually or Air Operated Acceptable)

COMPLY

Please Print
ACKNOWLEDGEMENT COPY (Re-fax to GSA)
Received By: <u>CR - Charles Raymond</u>
Date: <u>7-25-14</u>
Agency Name: <u>Triples J.</u>
Fax #: 472-4217

1052

4. Amend to change Item 1.1 School Bus (60 Passenger) Type C, page 44 "School Bus Body Specifications" under "SPECIFICATIONS" the following: REQUIRED ACCESSORIES: (Item# 7)

From:

7. All protective\ anti-corrosion coating options as stated in the manufacturer's brochure shall be applied.

To Now Read:

7. A durable, high performance, hardened/dry type, black colored coating shall be applied to the inner portions of exterior storage & battery boxes and their inner door panels. This coating shall Guard against corrosion, abrasion, impact and weather. The coating shall provide a flexible, textured surface.

A clear, durable, self-healing, protective coating equaled to that utilized in commercial bus and auto applications which guards against corrosion and weather shall be applied on top of standard paint in areas including: Perimeters of doors, lower skirt seams and all door hinges.

Undercoating also required, see Pg. 42

Certification of the application of these coatings shall be provided at time of delivery.

Bidding On / Remarks:

COMPLY

 COMPLY

 COMPLY

 COMPLY

 COMPLY

COMPLY

 COMPLY

 COMPLY

 COMPLY

COMPLY

COMPLY

 COMPLY

5. Amend to include the following verbiage on page 47, under "NOTE:";

IF AN INDEFINITE QUANTITY BID IS IMPLEMENTED, VENDOR SHALL SATISFY EVERY ASPECT OF THE BID SPECIFICATION PER ORDER REQUESTED (PER PURCHASE ORDER).

All others remains unchanged.

CSA
 CLAUDIA S. ACFALLE
 Chief Procurement Officer

*Amendment 4
 2 OF 2*

Eddie Baza Calvo
Governor

GENERAL SERVICES AGENCY
Government of Guam
18 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor



Benita Manglona
Director, Dept. of Admin.

Anthony C. Blaz
Deputy Director

July 25, 2014

INVITATION FOR BID GSA-065-14
SCHOOL BUS (60 PASSENGERS)

Questions submitted by Morrico Equipment dated July 07, 2014

Question 1: School Bus Chassis Specification page 46.

SERVICE/PREVENTIVE MAINTENANCE

- 2. Successful bidder will perform all manufacture's recommended Preventive Maintenance service for the duration of the powertrain warranty (no less than 24 months) 24,000 miles whichever comes first (at no cost to the Government of Guam) To include but not limited to greasing, flushes, inspections and tire rotations.

YES, as requested
 NO, remarks: _____

Please confirm that "tire rotations" does not include the supply of a new or replacement tires during the 24 month service term.

Response: No, this does not include the supply of new or replacement tires.

Questions submitted by Triple J dated July 10, 2014

Question 1:

Due to the large quantity of 12 buses GSA intends to procure. This letter is to request the time allowed for delivery to be amended from 180 days to 240 days to allow adequate manufacturing, shipping and dealer prep time.

Response: See attached (Amendment 4)

Question 2:

Request a 9 Day Extension on the above bid opening of 7/16/14 to 7/25/14 to allow additional adequate time for us to gather all the information required to properly prepare our bid package for submittal.

Response: Please refer to Amendment 3 dated July 15, 2015

Questions submitted by Morrico Equipment dated July 11, 2014

Question 1: School Bus Chassis Specification, Page 30 Engine

"6 Month's Supply for each bus at time of delivery. If DEF Fluid is required; No less than 30 gallons per bus shall be provided"

DEF fluid does not have a six month shelf life. We suggest a scheduled but staggered delivery of DEF fluid to DPW, up to 30 gallons per bus.

Response: See attached (Amendment 4)

Please Print
ACKNOWLEDGEMENT COPY (Re-fax to GSA)
Received By: <i>CR - Christie Rep...</i>
Date: <u>7-25-14</u>
Vendor Name: <u>Triple J</u>
Fax #: 472-4217



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guamtax.com

BUSINESS LICENSE

SRL NO: 1507285

Domestic Corporation
 EXPIRES: JUNE 30, 2015

Retail
 ACCOUNT NO. 30-000841724-022

R

ISSUED TO: TRIPLE J ENTERPRISES, INC		FEE 1,000.00
DOING BUSINESS AS: TRIPLE J MOTORS		PENALTY
TYPE OF LICENSE: SALE OF NEW & USED CARS & RELATED PARTS		TOTAL FEE 1,000.00
BUSINESS LOCATION: 5125-B2-ND NEW-1 (FRONT OF KMART) TAMUNING GUAM		PAID JUN 04 2014 #4 TREASURER OF GUAM
MAILING ADDRESS: 470 N MARINE CORPS DRIVE TAMUNING GUAM		
TELEPHONE: HOME	BUSINESS 646-9126	5/23/14

KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON
 DEMAND TO ANY AUTHORIZED GOV'T
 OFFICIAL.

Jose P. Camacho
 JOSE P. CAMACHO
 DIRECTOR OF REVENUE AND TAXATION

ORIGINAL

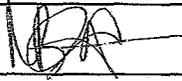
Invitation for Bid: GSA-065-14

SCHOOL BUS (60 PASSENGER)

ACKNOWLEDGEMENT RECEIPT FORM

Acknowledgement Receipt Form must be submitted no later than three (3) days from issued date.

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 475-1727

Name	<u>Marie Blas</u>
Signature	<u></u>
Date	<u>07/02/2014</u>
Time	<u>11:15 x</u>
Contact Number	<u>646-9126</u>
Fax Number	<u>646-9487</u>
Contact Person regarding IFB	<u>Charlie Reynolds</u>
Title	<u>Fleet & Commercial Sales Manager</u>
E-Mail Address	<u>fleetsales@triplejguam.com</u>
Company/Firm	<u>Triple J Enterprises, Inc. dba Triple J Motors</u>
Address	<u>P.O. Box 6066, Tamuning, GU 96931</u>

Note: GSA will not be liable for failure to provide notice to any party who did not register contact information.

All questions and concerns in regards to this bid must be submitted by facsimile no later than July 11, 2014 before the close of business

SPECIAL PROVISIONS

This is an "Indefinite Quantity Bid" pursuant to Section 3119(i)(2) of the 2GAR Procurement Regulations. The quantities reflected are estimated requirements projected within a twelve (12) month period. These amounts may increase during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds.

Delivery:

180 Days upon receipt of purchase order. Schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as needed basis.

Contract Period:

The term of this contract is for a period of one (1) year on an as needed basis upon availability of funds

Additional Requirement:

In the event that other agencies within the Government of Guam, having the same requirements, upon notifications and acceptance of the additional requirements, the effective price of said bid, shall be used as a confirm price. This additional requirement shall not exceed the term of this bid.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

Jay B. Jones [state name of affiant signing below], being first
duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company]
Triple J Enterprises, Inc. dba Triple J Motors. Affiant is Sr. Vice President [state one of
the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or
proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives,
agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and
kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to
violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives,
agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam
employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in
connection with the offerors proposal.

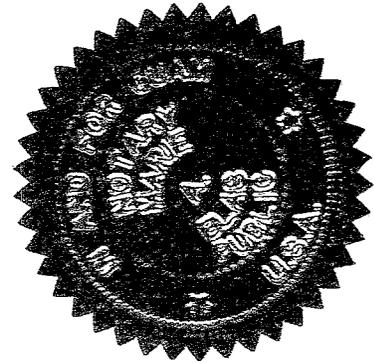
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the
offerors officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 10th day of July, 2014.

[Handwritten signature]

MARIE A. BLAS
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Oct. 08, 2015**
P.O. Box 6066 Tamuning, Guam 96931



NOTARY PUBLIC
My commission expires OCT. 08, 2015.

WD 05-2147 (Rev.-16) was filed posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 16
Date Of Revision: 07/25/2014

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06
05220 - Motor Vehicle Mechanic Helper		10.12

05250	- Motor Vehicle Upholstery Worker	12.10
05280	- Motor Vehicle Wrecker	12.10
05310	- Painter, Automotive	12.37
05340	- Radiator Repair Specialist	12.10
05370	- Tire Repairer	7.81
05400	- Transmission Repair Specialist	12.10
07000	- Food Preparation And Service Occupations	
07010	- Baker	10.47
07041	- Cook I	9.54
07042	- Cook II	11.78
07070	- Dishwasher	7.25
07130	- Food Service Worker	7.78
07210	- Meat Cutter	11.86
07260	- Waiter/Waitress	7.59
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.38
09040	- Furniture Handler	8.85
09080	- Furniture Refinisher	14.38
09090	- Furniture Refinisher Helper	10.66
09110	- Furniture Repairer, Minor	12.51
09130	- Upholsterer	14.38
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	8.23
11060	- Elevator Operator	8.23
11090	- Gardener	10.99
11122	- Housekeeping Aide	8.33
11150	- Janitor	8.23
11210	- Laborer, Grounds Maintenance	9.14
11240	- Maid or Houseman	7.25
11260	- Pruner	8.23
11270	- Tractor Operator	10.33
11330	- Trail Maintenance Worker	9.14
11360	- Window Cleaner	9.14
12000	- Health Occupations	
12010	- Ambulance Driver	15.81
12011	- Breath Alcohol Technician	15.81
12012	- Certified Occupational Therapist Assistant	21.70
12015	- Certified Physical Therapist Assistant	21.70
12020	- Dental Assistant	13.20
12025	- Dental Hygienist	29.85
12030	- EKG Technician	23.96
12035	- Electroneurodiagnostic Technologist	23.96
12040	- Emergency Medical Technician	15.81
12071	- Licensed Practical Nurse I	14.14
12072	- Licensed Practical Nurse II	15.81
12073	- Licensed Practical Nurse III	17.63
12100	- Medical Assistant	11.54
12130	- Medical Laboratory Technician	14.14
12160	- Medical Record Clerk	11.82
12190	- Medical Record Technician	13.59
12195	- Medical Transcriptionist	14.14
12210	- Nuclear Medicine Technologist	34.75
12221	- Nursing Assistant I	10.03
12222	- Nursing Assistant II	11.30
12223	- Nursing Assistant III	12.31
12224	- Nursing Assistant IV	13.84
12235	- Optical Dispenser	15.81
12236	- Optical Technician	14.14
12250	- Pharmacy Technician	13.41
12280	- Phlebotomist	13.84
12305	- Radiologic Technologist	22.64
12311	- Registered Nurse I	20.70
12312	- Registered Nurse II	25.32
12313	- Registered Nurse II, Specialist	25.32
12314	- Registered Nurse III	30.64
12315	- Registered Nurse III, Anesthetist	30.64
12316	- Registered Nurse IV	36.72
12317	- Scheduler (Drug and Alcohol Testing)	19.59
13000	- Information And Arts Occupations	

13011	- Exhibits Specialist I	15.06
13012	- Exhibits Specialist II	18.66
13013	- Exhibits Specialist III	22.83
13041	- Illustrator I	15.06
13042	- Illustrator II	18.66
13043	- Illustrator III	22.83
13047	- Librarian	20.66
13050	- Library Aide/Clerk	12.00
13054	- Library Information Technology Systems Administrator	18.66
13058	- Library Technician	15.06
13061	- Media Specialist I	13.46
13062	- Media Specialist II	15.06
13063	- Media Specialist III	16.80
13071	- Photographer I	12.82
13072	- Photographer II	14.32
13073	- Photographer III	17.75
13074	- Photographer IV	21.73
13075	- Photographer V	26.30
13110	- Video Teleconference Technician	12.91
14000	- Information Technology Occupations	
14041	- Computer Operator I	13.65
14042	- Computer Operator II	15.76
14043	- Computer Operator III	17.56
14044	- Computer Operator IV	19.50
14045	- Computer Operator V	21.81
14071	- Computer Programmer I	(see 1) 15.73
14072	- Computer Programmer II	(see 1) 19.50
14073	- Computer Programmer III	(see 1) 23.84
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1) 24.23
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	13.65
14160	- Personal Computer Support Technician	19.50
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	24.23
15020	- Aircrew Training Devices Instructor (Rated)	29.32
15030	- Air Crew Training Devices Instructor (Pilot)	33.30
15050	- Computer Based Training Specialist / Instructor	24.23
15060	- Educational Technologist	22.82
15070	- Flight Instructor (Pilot)	33.30
15080	- Graphic Artist	20.47
15090	- Technical Instructor	17.65
15095	- Technical Instructor/Course Developer	21.58
15110	- Test Proctor	13.87
15120	- Tutor	13.87
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	8.08
16030	- Counter Attendant	8.08
16040	- Dry Cleaner	9.34
16070	- Finisher, Flatwork, Machine	8.08
16090	- Presser, Hand	8.08
16110	- Presser, Machine, Drycleaning	8.08
16130	- Presser, Machine, Shirts	8.08
16160	- Presser, Machine, Wearing Apparel, Laundry	8.08
16190	- Sewing Machine Operator	9.86
16220	- Tailor	10.33
16250	- Washer, Machine	8.46
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	14.49
19040	- Tool And Die Maker	18.20
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	12.49
21030	- Material Coordinator	18.34
21040	- Material Expediter	18.34
21050	- Material Handling Laborer	10.65
21071	- Order Filler	9.66
21080	- Production Line Worker (Food Processing)	12.49

21110	- Shipping Packer	13.33
21130	- Shipping/Receiving Clerk	13.33
21140	- Store Worker I	13.23
21150	- Stock Clerk	18.58
21210	- Tools And Parts Attendant	12.49
21410	- Warehouse Specialist	12.49
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	20.69
23021	- Aircraft Mechanic I	19.70
23022	- Aircraft Mechanic II	20.69
23023	- Aircraft Mechanic III	21.74
23040	- Aircraft Mechanic Helper	13.70
23050	- Aircraft, Painter	18.50
23060	- Aircraft Servicer	16.09
23080	- Aircraft Worker	17.38
23110	- Appliance Mechanic	14.49
23120	- Bicycle Repairer	9.74
23125	- Cable Splicer	15.43
23130	- Carpenter, Maintenance	13.00
23140	- Carpet Layer	13.55
23160	- Electrician, Maintenance	14.99
23181	- Electronics Technician Maintenance I	14.72
23182	- Electronics Technician Maintenance II	15.05
23183	- Electronics Technician Maintenance III	18.31
23260	- Fabric Worker	12.60
23290	- Fire Alarm System Mechanic	15.43
23310	- Fire Extinguisher Repairer	11.67
23311	- Fuel Distribution System Mechanic	15.43
23312	- Fuel Distribution System Operator	13.01
23370	- General Maintenance Worker	11.95
23380	- Ground Support Equipment Mechanic	19.70
23381	- Ground Support Equipment Servicer	16.09
23382	- Ground Support Equipment Worker	17.38
23391	- Gunsmith I	11.67
23392	- Gunsmith II	13.55
23393	- Gunsmith III	15.43
23410	- Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430	- Heavy Equipment Mechanic	15.15
23440	- Heavy Equipment Operator	13.73
23460	- Instrument Mechanic	15.43
23465	- Laboratory/Shelter Mechanic	14.49
23470	- Laborer	10.65
23510	- Locksmith	14.49
23530	- Machinery Maintenance Mechanic	17.38
23550	- Machinist, Maintenance	15.43
23580	- Maintenance Trades Helper	9.92
23591	- Metrology Technician I	15.43
23592	- Metrology Technician II	16.41
23593	- Metrology Technician III	17.37
23640	- Millwright	15.43
23710	- Office Appliance Repairer	14.38
23760	- Painter, Maintenance	13.55
23790	- Pipefitter, Maintenance	15.32
23810	- Plumber, Maintenance	14.38
23820	- Pneudraulic Systems Mechanic	15.43
23850	- Rigger	15.43
23870	- Scale Mechanic	13.55
23890	- Sheet-Metal Worker, Maintenance	15.21
23910	- Small Engine Mechanic	13.55
23931	- Telecommunications Mechanic I	19.01
23932	- Telecommunications Mechanic II	19.76
23950	- Telephone Lineman	18.24
23960	- Welder, Combination, Maintenance	14.66
23965	- Well Driller	15.43
23970	- Woodcraft Worker	15.43
23980	- Woodworker	11.67

24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.09
24580	- Child Care Center Clerk	12.58
24610	- Chore Aide	12.43
24620	- Family Readiness And Support Services Coordinator	12.44
24630	- Homemaker	16.12
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	15.43
25040	- Sewage Plant Operator	14.49
25070	- Stationary Engineer	15.43
25190	- Ventilation Equipment Tender	10.73
25210	- Water Treatment Plant Operator	14.49
27000	- Protective Service Occupations	
27004	- Alarm Monitor	10.90
27007	- Baggage Inspector	7.35
27008	- Corrections Officer	12.05
27010	- Court Security Officer	12.05
27030	- Detection Dog Handler	10.90
27040	- Detention Officer	12.05
27070	- Firefighter	12.05
27101	- Guard I	7.37
27102	- Guard II	10.90
27131	- Police Officer I	12.05
27132	- Police Officer II	13.40
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	9.53
28042	- Carnival Equipment Repairer	10.08
28043	- Carnival Equipment Worker	7.78
28210	- Gate Attendant/Gate Tender	13.18
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	14.74
28510	- Recreation Aide/Health Facility Attendant	10.76
28515	- Recreation Specialist	18.26
28630	- Sports Official	11.74
28690	- Swimming Pool Operator	17.71
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	15.20
29020	- Hatch Tender	15.20
29030	- Line Handler	15.20
29041	- Stevedore I	14.22
29042	- Stevedore II	16.25
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	17.49
30022	- Archeological Technician II	19.56
30023	- Archeological Technician III	24.21
30030	- Cartographic Technician	23.18
30040	- Civil Engineering Technician	21.93
30061	- Drafter/CAD Operator I	17.49
30062	- Drafter/CAD Operator II	19.56
30063	- Drafter/CAD Operator III	20.74
30064	- Drafter/CAD Operator IV	24.21
30081	- Engineering Technician I	14.62
30082	- Engineering Technician II	16.41
30083	- Engineering Technician III	18.36
30084	- Engineering Technician IV	22.34
30085	- Engineering Technician V	27.83
30086	- Engineering Technician VI	33.66
30090	- Environmental Technician	21.10
30210	- Laboratory Technician	20.74
30240	- Mathematical Technician	23.34
30361	- Paralegal/Legal Assistant I	19.06
30362	- Paralegal/Legal Assistant II	21.53
30363	- Paralegal/Legal Assistant III	26.35
30364	- Paralegal/Legal Assistant IV	30.80
30390	- Photo-Optics Technician	21.93

30461 - Technical Writer	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.74
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does

not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost results in the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2148 (Rev.-17) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR
By direction of the Secretary of Labor		EMPLOYMENT STANDARDS ADMINISTRATION
		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski Director		Wage Determination No.: 2005-2148
Division of		Revision No.: 17
Wage Determinations		Date Of Revision: 06/19/2013

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06
05220 - Motor Vehicle Mechanic Helper		10.12
05250 - Motor Vehicle Upholstery Worker		12.10
05280 - Motor Vehicle Wrecker		12.10
05310 - Painter, Automotive		12.37
05340 - Radiator Repair Specialist		12.10
05370 - Tire Repairer		7.81
05400 - Transmission Repair Specialist		12.10

07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80

13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Dry-Cleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55

23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck-driver, Light	8.97
31362 - Truck-driver, Medium	11.61
31363 - Truck-driver, Heavy	12.48
31364 - Truck-driver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28

99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.81 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM)
) SS:
 HAGATNA, GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[X] The offeror is a corporation, partnership, joint venture, or association known as Triple J Enterprises, Inc. dba Triple J Motors [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

Name	Address	% of Interest
M/M Robert H. Jones	PO Box 6066, Tamuning, GU 96931	70%

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name	Address	Compensation
N/A	N/A	N/A

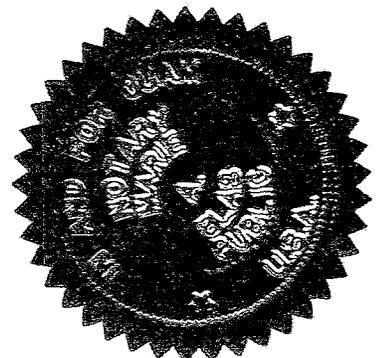
C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Jay B. Jones, Senior Vice President
 Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me this 11th day of August, 2014.

NOTARY PUBLIC
 My commission expires OCT 08, 2015

MARIE A. BLAS
 NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: Oct. 08, 2015
 P.O. Box 6066 Tamuning, Guam 96931



AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) SS:
HAGATNA, GUAM)

Jay B. Jones [state name of affiant signing below], being first sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

Triple J Enterprises, Inc. dba Triple J Motors

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam 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. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

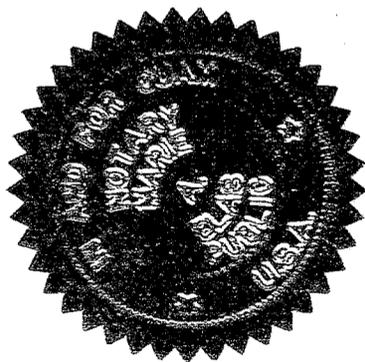
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 10th day of July, 2014

NOTARY PUBLIC
My commission expires 10-08-2015

MARIE A. BLAS
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Oct. 08, 2015**
P.O. Box 6066 Tamuning, Guam 96931



SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section I-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**
In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and **additional awards based on the bid prices for a period of one (1) year after original award based upon the availability of funds.** No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [X] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor 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 and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government 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. 2 GAR, Div.4 § 11-4.6
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of 2 GAR, Div.4 § 6101(3)(a) of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of 2 GAR, Div.4 § 6101(4)(a) of the Guam Procurement Regulations.
- [X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of 2 GAR, Div.4 § 6101(10) of the Government Procurement Regulations.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 § 3121(e)(1)(C) and 2 GAR, Div.4 § 3121(e)(1)(D)
- [] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs.
2 GAR, Div.4 § 3121(e)(1)(G).
- [X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: Charlie Reynolds

Title: Fleet & Commercial Sales Manager

Address: PO Box 6066

Telephone: 649-3673 or 648-6010

Tamuning, GU 96931

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall submit two (2) sets of Solicitation forms.
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered.
Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. SELLER' INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.

Eddie Baza Calvo
Governor

GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor



Benita Mangiona
Director, Dept. of Admin.

Anthony C. Blaz
Deputy Director

July 11, 2014

Invitation for Bid GSA-068-14
SCHOOL BUS (60 PASSENGER)

SHOULD BE
GSA-065-14

AMENDMENT #1

1. Amend to include page 22 "GOVERNMENT OF GUAM, GENERAL TERMS AND CONDITIONS" attached.

All others remains unchanged.

Handwritten signature: Claudia S. Acfalle

CLAUDIA S. ACFALLE
Chief Procurement Officer

ACKNOWLEDGEMENT COPY

RECEIVED BY: Marcie Blash BA

DATE: 7/11/14

Eddie Baza Calvo

GENERAL SERVICES AGENCY

Ray Tenorio

Governor



(Ahensian Setbision Hinirat)

Lieutenant Governor

Government of Guam

P.O. Box FG, Agana, Guam 96910

Benita A. Manglona

Director, Dept. of Administration

Anthony C. Blaz

Deputy Director

Date: July 14, 2014

Invitation for Bid No. GSA-065-14
SCHOOL BUS (60 PASSENGER)

Amendment No. 2

1. Amend to change Amendment # 1 Invitation for Bid No.

From: GSA-068-14

To now read: GSA-065-14

All others remain the same.

ACKNOWLEDGEMENT COPY

RECEIVED BY: Marc Blas BA

DATE: 7/14/14

COMPANY Name: TRIPLE J

RS 14 K 7/14/14
Claudia S. Acfalle
Chief Procurement Officer

Eddie Baza Calvo

GENERAL SERVICES AGENCY

Ray Tenorio

Governor



(Ahensian Setbision Hinirat)

Lieutenant Governor

Government of Guam

P.O. Box FG, Agana, Guam 96910

Benita A. Manglona
Director, Dept. of Administration

Anthony C. Blaz
Deputy Director

Date: July 15, 2014

**Invitation for Bid No. GSA-065-14
SCHOOL BUS (60 PASSENGER)**

Amendment No. 3

Amend to change bid opening date

From: July 16, 2014 at 10:00 am

To now read: July 30, 2014 at 11:00 am

All others remain the same.

**Claudia S. Acfalle
Chief Procurement Officer**

ACKNOWLEDGEMENT COPY

RECEIVED BY:

DATE:

7-15-14

Company Name:

Triple A Est.

Exhibit "B"

GENERAL SERVICE AGENCY
 (Ahensian Setbision Hinirat)
 Government of Guam
 P.O. Box FG, Agana, Guam 96910
 Tel: 477-1710-13 Fax: 472-4217 / 475-1716/27

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

Triple J. Enterprises, Inc.
 Dba: Triple J. Motors
 Attn: Charlie Reynolds
 P.O. Box 6066
 Tamuning, Guam 96913
 Tel: (671) 646-9126/ Fax (671) 646-9487

BID INVITATION NO.: GSA-065-14

OPENING DATE: August 12, 2014

SCHOOL BUS (60 PASSENGER)

The following is the result of the above-mentioned bid. Refer to the items checked below.

- Cancelled (in its entirety), or partially cancelled due to:
- Insufficient funds;
 - Change of specifications; or
 - Insufficient number of bidders.
- Rejected due to:
- Late submission of bid;
 - No bid security or insufficient bid security;
 - Not meeting the delivery requirement as stated in the IFB;
 - Non-conformance with the specifications: (See Remarks)
 - High price
 - Others

REMARKS:

Non-Compliance with the following "An Updated, Original Manufacture's brochure of product being offered shall be furnished with this bid proposal including drawings/seating plans for buses to be provide"
The drawings/seating plans for buses were not submitted in bid package. ("Brochures/Descriptive Literature").

Bid recommended for award: A RE-BID WILL BE SCHEDULED AT A LATER DATE AND TIME.

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pickup your original bid status and Bid Bond/Cashier's Check


 CLAUDIA S. ACFALLE
 Chief Procurement Officer

Please Print
 ACKNOWLEDGEMENT COPY (Re-fax to GSA)
 Received By: _____
 Date: _____
 Agency Name: _____
 Fax #: 475-1727

Exhibit “C”

For Review

GOVT OF GUAM

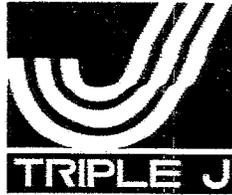
G.S.A. 1:31pm

2011 SEP 23 PM 2:28 ~~ED~~

RECEIVED

**Triple J Enterprises, Inc.'s
PROTEST
Re: Bid Invitation No.
GSA-065-14**

Customers First



September 23, 2014

To: Claudia S. Acfalle, Chief Procurement Officer
General Services Agency
Government of Guam
148 Route 1 Marine Corps Drive
Piti, Guam 96915

From: Jeff Jones, President
Triple J. Enterprises, Inc.
P.O. Box 6066
Tamuning, Guam 96913
Tel: (671) 646-9126
Fax: (671) 646-9487

RECEIVED

2014 SEP 23 PM 2:28

GOVT OF GUAM
G.S.A.

1:31
JFJ

Jeff Jones

RE: Protests of Bid Invitation No. GSA-065-14 – School Bus (60 Passenger)

- Protest of Triple J's Bid Status
- Protest of GSA's Decision to Reject Triple J's Bid
- Protest of GSA's Decision to Cancel and Re-Bid this Procurement.

Dear Ms. Acfalle:

By this letter we are hereby formally protesting in connection with General Services Agency ("GSA") Bid Invitation No. GSA-065-14 (the "IFB" or the "bid"), related to the procurement of School Buses (60 Passenger). This protest letter contains an amalgamation of three individual protests. First, we are protesting the Bid Status received by Triple J. Enterprises, Inc., dba Triple J. Motors ("Triple J") in relation the above-mentioned bid. Second, we are protesting GSA's decision to reject Triple J's Bid. Third, we are protesting GSA's decision to cancel and re-bid this procurement.¹

Triple J is lodging these three protests as an actual bidder in the IFB and as a prospective bidder of a re-bidding of this procurement, if any. These three

¹ Triple J notes that the Bid Status did not clearly indicate that the IFB would be cancelled, and Triple J has not received a separate notice of cancellation of this IFB from GSA. Nonetheless, in an abundance of caution and to reserve its rights, and given the strict time periods for formal protests prescribed under Guam's procurement law, Triple J is also hereby formally protesting GSA's apparent decision to cancel and re-bid this procurement.

protests are timely filed in accordance with Title 5 Guam Code Annotated ("GCA") § 5425(a) and Title 2 Guam Administrative Rules and Regulations ("GAR"), Div. 4 § 9101.

No earlier than 6:32pm on September 9, 2014, Triple J received a Bid Status from GSA stating that Triple J's Bid was rejected due to "[n]on-conformance with the specifications: (See Remarks)." A true and correct copy of the Bid Status Triple J received from GSA is attached hereto as Exhibit "A". However, the Remarks indicate that Triple J's bid was rejected due to not submitting with its bid package the "drawings/seating plans for the buses" as part of the descriptive literature requested in the "Generals" for the IFB. *Id.*

When Triple J received this Bid Status, this was the first time Triple J learned that its bid was rejected, and the first time Triple J learned that GSA had decided that while Triple J's bid was "recommended for award," it would nonetheless be re-bidding this procurement. See *id.* ("**Bid recommended for award.** A re-bid will be scheduled at a later date and time.") (emphasis in original).

The grounds for this protest are:

- (1) Triple J had every intention to submit the drawings/seating plans for the buses as part of its bid package but committed an inadvertent mistake when it omitted this document after being prepared to provide this document as part of its bid package;
- (2) this mistake was not a material mistake and was an insignificant mistake, one which GSA should waive or allow Triple J to correct;
- (3) Triple J affirmatively assured GSA in its bid, in a binding and enforceable manner, that its product will comply with all specifications of this IFB, and Triple J's bid did conform in all material respects to the specifications of this IFB;
- (4) Triple J's mistake did not render its bid non-responsive; and
- (5) Triple J should be awarded the contract for this bid because it was the lowest responsible and responsive bidder, and in the best interests of the Territory of Guam, Guam's community, and Guam's schoolchildren.

When Triple J submitted its bid, it inadvertently and unintentionally omitted from its bid package submission of the drawing/seating plans for the buses. Triple J admits that this was a mistake, as Triple J intended to include this document as

part of its bid package. However, Triple J believes that this omission should not overshadow the fact that Triple J's bid was compliant and conforming with all specifications of the bid, and that when Triple J submitted its bid, all terms and representations, including our representations regarding the seating specifications, were binding and enforceable. Triple J further believes that GSA knew or had reason to conclude that a mistake had been made, and should have requested for Triple J to confirm its bid under the authority provided by 2 GAR, Div. 4, § 3109(m)(3), as discussed in greater detail below.

Triple J received the attached drawing/seating plans document for the buses from Blue Bird as part of a price quotation. See Blue Bird Drawing/Seating Plans (Seat Plan ID No. 45), attached hereto as Exhibit "B". The nature of the drawing/seating plans is a visual of the seating capacity, seating size, and spacing, as well as knee clearance specifications for the product offered. These capacity, size, and spatial specifications of the IFB were marked as "COMPLY" on page 41 of the bid specifications in Triple J's bid package.

The information contained in the drawing/seating plans does not offend, contradict, or negate Triple J's assurances in its bid submission, and only serves to redundantly corroborate that Triple J was offering a product that complied in all material respects with the bid specifications (and, in some instances, Triple J's bid actually exceeds the minimum requirements).

For example, the passenger capacity on the drawing/seating plans is sixty (60) passengers. The visual depicts ten (10) passenger rows with two (2) seats per row. By simple calculation, this means that each seat has a capacity of three (3) passengers. In addition, the seating chart shows a 3-3 seating plan in which each forward-facing seat is of equal width, namely, thirty-nine (39) inches in width. With three (3) passengers per seat, this means that the "average rump width" is thirteen (13) inches, in compliance with the bid specifications.

The drawing/seating plans also portray the left-hand ("LH") and right-hand ("RH") seat spacing and knee clearance, with the LH knee clearance as 25.07 inches, and the RH knee clearance as 25.67 inches, both of which exceed the "24-inch hip-to-knee room measured horizontally at the seat cushion level at the transverse centerline of the seat," as specified in the IFB.

GSA does not dispute that the product offered by Triple J meets all bid specifications, and instead rejected the bid merely because Triple J omitted from its bid package the requested descriptive literature in the form of drawings/seating plans for the buses.

GSA decided to reject Triple J's bid, despite Triple J submitting some descriptive literature in the form of a brochure, and despite Triple J affirming its intention to be bound and comply with all specifications when it stated "COMPLY" for each and every specification in the bid on the blank lines that were drawn next to each specification.

It is in the best interest of the Territory of Guam and the people of Guam to award this bid to Triple J as the lowest responsible and responsive bidder where there is no doubt that the product meets all required specifications.

Triple J's position in these protests comports with the stated purposes and policies of Guam's procurement law, which are found in Title 5 GCA § 5001(b), as follows:

- (1) to simplify, clarify, and modernize the law governing procurement by this Territory;
- (2) to permit the continued development of procurement policies and practices;
- (3) to provide for increased public confidence in the procedures followed in public procurement;
- (4) to ensure the fair and equitable treatment of all persons who deal with the procurement system of this Territory;
- (5) to provide increased economy in territorial activities and to maximize to the fullest extent practicable the purchasing value of public funds of the Territory;
- (6) to foster effective broad-based competition within the free enterprise system;
- (7) to provide safeguards for the maintenance of a procurement system of quality and integrity; and
- (8) to require public access to all aspects of procurement consistent with the sealed bid procedure and the integrity of the procurement process.

Bid mistakes are governed by Title 2 GAR, Div. 4, § 3109(m)(1), which generally permits that a bid can be corrected by reason of a nonjudgmental mistake. See also 2 GAR, Div. 4, § 3109(m)(3) ("When the Procurement Officer knows or has reason to conclude that a mistake has been made, such officer should request the bidder to confirm the bid . . . includ[ing] obvious, apparent errors on the face of the bid.").

Under Guam's procurement law, when a bidder alleges non-material mistake that amounts to a mere "minor informality," the bidder should be given the opportunity to correct or withdraw the bid, at which point the bid "may be corrected or withdrawn" as permitted under 5 GCA § 3109(m)(4). The term "minor informality" is defined in 5 GCA § 3109(m)(4), as follows:

(B) Minor Informalities. Minor informalities are matters of form, rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible.

Where a mistake has been made by a bidder and discovered after opening but before award, and the mistake amounts to a mere "minor informality," the Procurement Officer "**shall** waive such informalities or allow the bidder to correct them depending on which is in the best interest of the territory." *Id.* (emphasis added). One of the notable examples of minor informalities provided by statute is "failure of a bidder to . . . sign the bid, but only if the unsigned bid is accompanied by other material *indicating the bidder's intent to be bound[.]*" *Id.*, § 3109(m)(4)(B)(2) (emphases added).

In this case, the above-referenced IFB also contains information about waiver of minor irregularities in bids received, at Item 22 on page 23, where it is stated: "The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received."

Triple J had every intention to submit the drawing/seating plans for the buses with its bid, but inadvertently and unintentionally omitted this document from its bid. However, Triple J avers that in light of its assurances and intentions to be bound that were ensconced in its bid, this mistake was a minor informality in that (a) it was a matter of form, not substance; (b) it was insignificant; (c) it can be waived or corrected without prejudice to the Territory or to other bidders; and (d) it has no—let alone a negligible—effect on price, quantity, quality, delivery, or contractual conditions. It is precisely in this situation that waiver of this minor

informality is warranted, or that Triple J be allowed to correct its bid, depending on which is in the best interest of the Territory.

A well-recognized and renowned scholar of Guam's procurement law, Mr. John Thos. Brown, discusses these issues in his persuasive Guam Procurement Process Primer, Version 2.1 (hereinafter "Procurement Primer"). In the Procurement Primer, Mr. Brown agrees, based on the same interpretation of the law set forth above, that minor bid mistakes which are not contrary to the interest of the Territory of Guam or prejudicial to other bidders may be corrected, and he further suggests that GSA should have sought clarification in this matter before rejecting Triple J's bid. See Procurement Primer, pp. 87-88 (citations omitted). Mr. Brown goes on to explain that "not all nonconforming bids are nonresponsive," and where the nonconformity is immaterial, "it is nevertheless responsive; responsiveness only applies to *material* nonconformities" *Id.*, pp. 95-96 (emphasis in original).

Mr. Brown identifies that the law not only permits, but in fact mandates that the Procurement Officer shall waive or allow the bidder to correct minor, immaterial mistakes. *Id.*, p. 98 (citing 2 GAR § 3109(m)(4)(B)). Notably, Mr. Brown explains that bids are only meant to be evaluated for "acceptability" based on the specifications of an IFB, and that "it is improper to reject a bid on the basis that descriptive literature was not provided to prove product acceptability when the IFB does not require it." *Id.*, p. 94.

The Public Auditor has determined that ticking the "descriptive literature" clause found in the "General Terms and Conditions," absent a separate requirement in the IFB specifications to provide specified literature, is not sufficient to show that the IFB "required" the submission of this literature, particularly where the information does not offend or negate the binding assurances to comply with all specifications of the bid. See *id.*, pp. 94-95 (citing *In the Appeal of JMI-Edison*, OPA-PA-11-001). In this case, the requested drawing/seating plans for the buses were not contained in the actual specifications for this IFB, but were instead placed in the "Generals" on page 28. Therefore, Triple J's omission of the drawing/seating plans for the buses cannot and should not be construed as a failure to comply with the specifications of this IFB.

Under the provisions of Guam law concerning cancellation of bids, the stated policy of cancellation acknowledges that "[p]reparing and distributing a solicitation requires the expenditure of government time and funds," and that "[b]usinesses likewise incur expense in examining and responding to solicitations." See 2 GAR, Div. 4, § 3115(b). The "policy" concludes as follows:

Therefore, although issuance of a solicitation does not compel award of a contract, a solicitation is to be cancelled only when there are *cogent* and *compelling* reasons to believe that the cancellation of the solicitation is in the territory's best interest. *Id.* (emphases added).

Triple J submits that cancellation and re-bidding are improper under the facts and circumstances underlying this protest, particularly in light of this well-defined "policy" that is prescribed by applicable law. The decision apparently made by GSA to cancel and re-bid instead of awarding the contract to Triple J comes at great prejudice to Triple J; by contrast, waiving the minor informality and awarding the contract to Triple J, the lowest responsible and responsive bidder, would avoid unnecessarily delay and would not prejudice the Territory or any of the other bidders.

In recent history, Morrico Equipment, the other bidder in this matter, has rather consistently underbid Triple J with the prices it has offered as part of Guam's procurement process. Triple J harbors professional and business respect for its competitors, and it is this very competitive respect that has led Triple J to pursue its own competitive practices in good faith and in harmony with the spirit of Guam's procurement process.

Triple J's ability to provide a significantly lower price for this bid and qualify as the lowest bidder did not come easily. Because our bid prices have already been exposed for these products, our competitors, including but not limited to Morrico Equipment, can strategically calculate a price that would underbid us in the re-bid of this procurement, a result that runs counter to the policies underlying the careful methodology required by the IFB process, including fair competition.

Additionally, Triple J submits that rejecting a bid for mistaken nonconformance with a minor, redundant request under the IFB, which can be waived at no prejudice to the Territory or other bidders and which did not render Triple J's bid non-responsive, has a chilling effect on vigorous participation of responsible bidders and their selected manufacturers in Guam's procurement process.

In spite of the technicalities, Triple J humbly asks that GSA think about the needs of the schoolchildren of Guam and the goal of this procurement. Upon information and belief, GSA's decision to reject Triple J's bid, cancel, and re-bid will only serve to delay an essential procurement for the Territory at a time when the agencies in need are experiencing a shortage of these buses and have a profound need for them. A delay beyond the upcoming school year could place

the children of Guam in great peril of passengering in outdated buses, or otherwise experiencing a shortage in buses needed to get to school.

Triple J believes that while GSA must balance efficiency with integrity and fairness, Triple J has committed to providing quality buses that meet all specifications, and to do so at the best price offered, in open and fair competition. In fact, according to its website, Blue Bird has a contract with the United States General Services Administration to meet national needs. See Blue Bird Website, Online, Internet at <http://www.blue-bird.com/gsa-buses.aspx#.VB0xpyiW45s> (last accessed September 22, 2014). Triple J has an established track record of being a responsible bidder in Guam's procurement process, and this minor, inadvertent mistake should not result in a protracted delay of providing the needed buses for the students of Guam.

Accordingly, we hereby timely lodge these three protests with respect to this IFB, Bid Invitation No. GSA-065-14, related to the procurement of School Buses (60 Passengers). In sum, Triple J protests the Bid Status it received from GSA, the decision made by GSA to reject Triple J's bid, and the decision apparently made by GSA to cancel and re-bid this procurement despite recommending the bid for award on Triple J's Bid Status. Triple J believes that the actions taken and decisions made by GSA in this procurement run counter to the interests of the Territory and people of Guam, and certainly do not serve the best interests of the Territory.

Based on the foregoing, Triple J respectfully seeks the following relief from GSA:

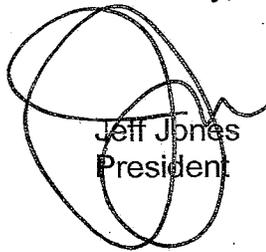
1. To stay the current procurement, and to cancel or suspend any re-bidding, pending resolution of this protest (2 GAR, Div. 4, § 9101(e));
2. To declare that Triple J's inadvertent mistake was not material and did not render Triple J's bid non-responsive, and is therefore waived or Triple J is entitled to correct its bid by submitting the document it inadvertently and unintentionally omitted from its bid package submission;
3. To declare that cancellation and re-bidding are inappropriate under the facts and circumstances of this procurement;

4. To declare that Triple J was the lowest responsible and responsive bidder for this IFB;
5. To award the contract for this IFB to Triple J;
6. To seek, in good faith, to resolve this matter informally in a sincere effort to avoid the delay of providing these needed buses to the Territory, and to avoid litigation costs and an unnecessary expenditure of time and expense for both Triple J and the Government of Guam;
7. To award to Triple J costs for lodging these protests, exclusive of attorney's fees, as permitted under applicable law.
8. To provide all such other and further relief deemed appropriate and just in the best interests of the Territory and the people of Guam.

Attached please find our set of exhibits and other documentation that serve to corroborate our understandings and substantiate this protest.

We look forward to your timely response. We can be reached at the contact information provided, or through our attorneys at Cabot Mantanona LLP.

Sincerely,



Jeff Jones
President

GENERAL SERVICE AGENCY
 (Abensian Setbision Hinirat)
 Government of Guam
 P.O. Box FG, Agaña, Guam 96910
 Tel: 472-1710-13 Fax: 472-4217 / 475-1716/27

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

Triple J. Enterprises, Inc.
 Dba: Triple J. Motors
 Attn: Charlie Reynolds
 P.O. Box 6066
 Tamuning, Guam 96913
 Tel: (671) 646-9126/ Fax (671) 646-9487

BID INVITATION NO.: GSA-065-14

OPENING DATE: August 12, 2014

SCHOOL BUS (60 PASSENGER)

The following is the result of the above-mentioned bid. Refer to the items checked below.

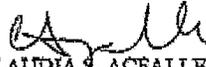
- Cancelled (in its entirety), or partially cancelled due to:
- Insufficient funds;
 - Change of specifications; or
 - Insufficient number of bidders.
- Rejected due to:
- Late submission of bid;
 - No bid security or insufficient bid security;
 - Not meeting the delivery requirement as stated in the IFB;
 - Non-conformance with the specifications: (See Remarks)
 - High price
 - Others

REMARKS:

Non-Compliance with the following "An Updated, Original Manufacture's brochure of product being offered shall be furnished with this bid proposal including drawings/seating plans for buses to be provide"
 The drawings/seating plans for buses were not submitted in bid package. ("Brochures/Descriptive Literature").

Bid recommended for award: A RE-BID WILL BE SCHEDULED AT A LATER DATE AND TIME.

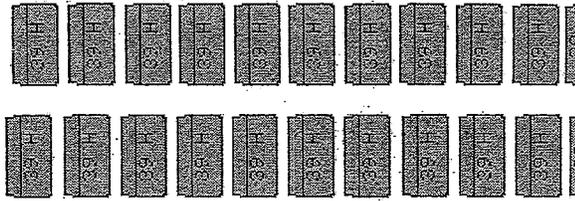
REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pickup your original bid status and Bid Bond/Cashier's Check


 CLAUDIA S. ACFALLE
 Chief Procurement Officer

Please Print
ACKNOWLEDGEMENT COPY (Re-fax to GSA)
Received By: _____
Date: _____
Agency Name: _____
Fax #: 475-1727

EXHIBIT "A"

SP: 45 BBCV 2807, 60 CAP

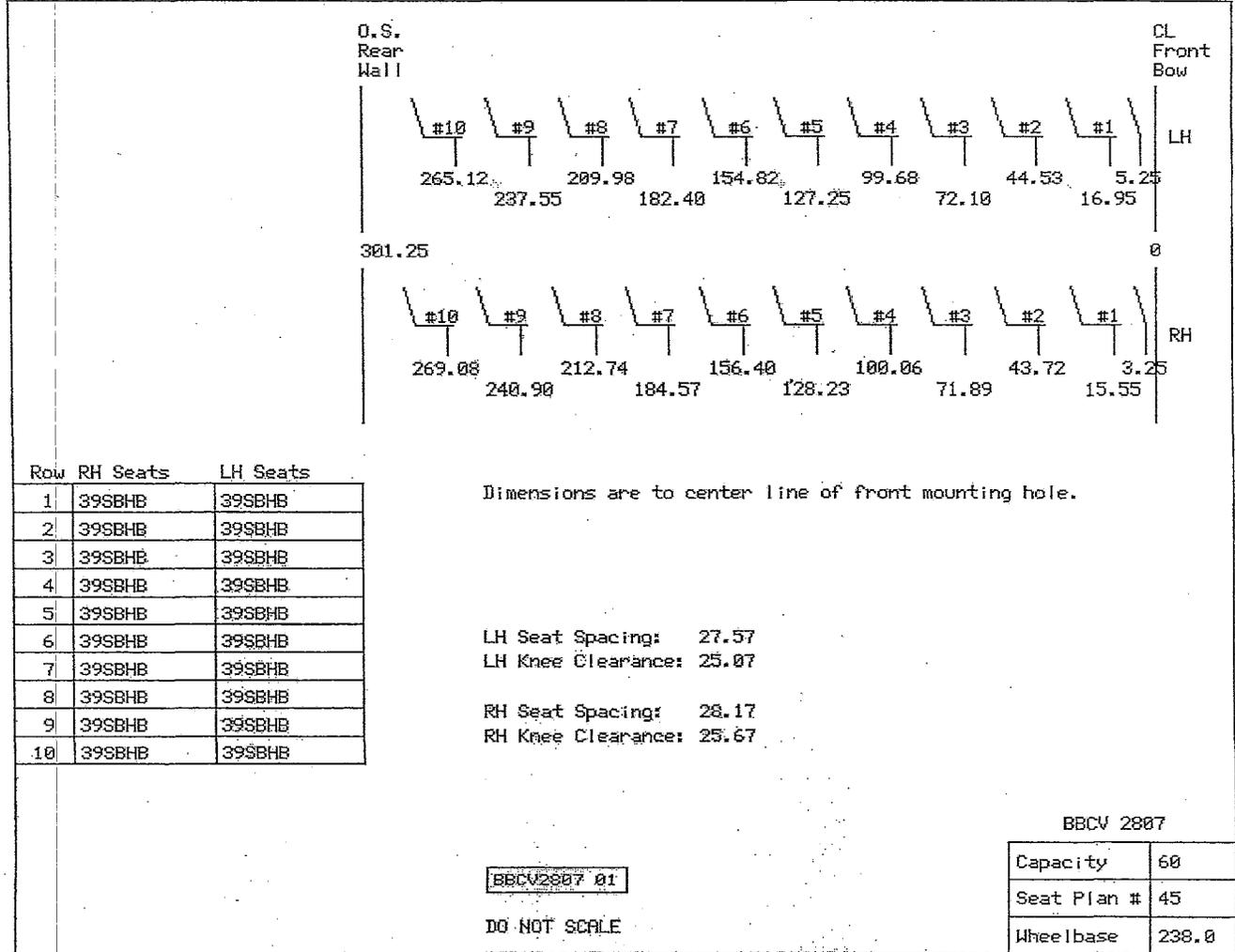


Seat Plan ID: 45

Quote ID: 115144

Seat Plan Spacing Chart

SP: 45 BBCV 2807, 60 CAP



- Pricing shown is FOB Blue Bird Plant Fort Valley, Georgia.
 - All orders shall be accompanied by payment acceptable to Blue Bird
- Approx. Delivery:** 120 – 150 days from receipt of acceptable payment to Blue Bird.
Shipping Dimensions: 124"H X 120"W X 414.29"L / Approx. Weight: 18,100 / Cube: 3567 cu ft

Blue Bird reserves the right to change the pricing and other terms of this quotation at any time and without prior notice, and to correct any errors which it may have made in the preparation of the quotation. This quotation is to be strictly construed, and if an item is not specifically set forth in the quotation, it is expressly excluded. The prospective customer who receives this quotation is responsible for providing Blue Bird with specifications which are complete, accurate, and sufficient to meet its specific product requirements. The prospective customer is also responsible for carefully reviewing the quotation and its contents and advising Blue Bird of any errors, omissions or other deficiencies which its review has disclosed. It is the ultimate responsibility of the prospective customer to determine if the bus proposed in this quotation meets the specifications required and or provided to Blue Bird.

EXHIBIT "B"

Exhibit “D”

**CABOT
MANTANONA LLP**
929 South Marine Corps Drive, Ste. 200
Tamuning, Guam 96913
Telephone: (671) 646-2001
Facsimile: (671) 646-0777

THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Matter of Appeal of)	
)	
)	DECLARATION OF
Triple J Enterprises, Inc.)	CHARLES E. REYNOLDS
)	
)	DOCKET NO. OPA-PA_____
Appellant)	
_____)	

I, CHARLES E. REYNOLDS, hereby declare:

1. I am the Fleet & Commercial Sales Manager for Triple J Auto Group. I make this Declaration on personal knowledge. If called as a witness, I could and would testify competently thereto.
2. My job responsibilities include overseeing new and commercial vehicle sale accounts for small businesses, corporations, and government.
3. I received Triple J's Bid Status in connection with General Services Agency ("GSA") Bid Invitation No. GSA-065-14 (the "IFB" or the "bid") related to the procurement of School Busses (60 Passenger) no earlier than 6:32pm on September 9, 2014. This was the first time I learned that Triple J's bid had been rejected, that the bid was to be cancelled, and that GSA intended to re-bid this procurement.

4. On September 11, 2014, I contacted Attorney Matthew Kane at Cabot Mantanona LLP to retain legal assistance to file protests in connection with the above-referenced bid.

5. Immediately after Attorney Kane asked me for the drawing/seating plans that were inadvertently omitted from Triple J's bid submission, I was able to provide him with a copy, which ultimately served as Exhibit B in Triple J's bid protests. I was able to provide this document to Attorney Kane immediately because it was received by Triple J from Blue Bird as part of a price quotation well in advance of the bid submission deadline.

6. Triple J was fully prepared to submit the drawing/seating plans as part of its bid submission, but inadvertently omitted this document from the bid submission. Triple J first realized this mistake when it received its Bid Status from GSA no earlier than 6:32pm on September 9, 2014.

7. On September 26, 2014, I was busy with a customer in the showroom. Thereafter, Joyce Taitano, Triple J's New Car Division Sales Assistant, handed me a sealed manila envelope from GSA. I carefully reviewed the documents and discovered that the manila envelope strangely only contained an original copy of Triple J's protests, and nothing more.

8. In my experience with Government of Guam procurement, including procurement bids for GSA, I have never encountered this situation where the original protests were returned, so on September 26, 2014, I called Jeff Jones and showed him the contents of the manila envelope I received. Jeff Jones advised me to contact legal counsel about this, and I did so on the same day.

9. Attorney Kane requested that I bring over the documents immediately so he can ensure that there was no decisions rendered on Triple J's protests. On September 26, 2014, I brought the manila envelope to the law offices of Cabot Mantanona LLP, care of Attorney Kane.

10. Attorney Kane called me on September 26, 2014 to inform me that he also believed that it was strange to receive an original copy of the protests and nothing more. Attorney Kane asked me if I received any other documents, such as a decision on the protests, and I told him that I did not.

11. Attorney Kane explained to me that the day before, on September 25, 2014, Attorney Bob Kono had attempted to contact him by phone while Attorney Kane was working on several complex pleadings for litigation matters that were due that week. Attorney Kane told me that his secretary relayed Attorney Kono's message, where Attorney Kono asked something to the effect of "why should Triple J request a meeting if they have already filed protests?" Attorney Kane also advised me that once he got a break on the same day, September 25, 2014, he followed-up with Attorney Kono by email, and that he would let me know if Attorney Kono sends a response.

12. On October 16, 2014, I contacted Attorney Kane to follow-up on the status of Triple J's bid protests, as I had not received any correspondence from GSA or Attorney Kono regarding Triple J's protests and our requests to meet to informally resolve these protests. Attorney Kane told me that he had also not received any word from GSA or Attorney Kono despite his email, so Attorney Kane advised that we draft a second letter requesting a meeting to informally resolve these protests. Attorney Kane also sent me the email that he drafted and sent to Attorney Kono to append to Triple J's

second request letter to meet with GSA's Chief Procurement Officer, or her designee, to informally resolve these protests. The second letter requesting a meeting with GSA on these protests was sent to GSA on or about October 17, 2014.

13. On October 21, 2014, I received a letter from Claudia S. Acfalle, GSA's Chief Procurement Officer, which was addressed to Jeff Jones and which stated that GSA is denying Triple J's request to meet to informally resolve its protests because GSA had informed Triple J of its decision to deny Triple J's protests in a Memorandum dated September 26, 2014. The letter also contained an attached Memorandum dated September 26, 2014 denying Triple J's protests.

14. When I received these documents on October 21, 2014, this was the first time I was made aware that Triple J's protests had been denied and the first time I saw the September 26, 2014 decision letter. I immediately sent Attorney Kane a copy of these documents, which did not contain a "CC" to Attorney Kane. Attorney Kane advised me that this was the first time he was receiving notice that Triple J's bid protests were denied, and that we would immediately pursue an OPA Appeal if Triple J elected to proceed with that administrative remedy.

I declare under penalty of perjury under the laws of the Territory of Guam that the foregoing is true and correct.

Executed this 28th day of October, 2014.

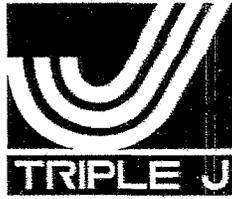
By:



CHARLES E. REYNOLDS

Exhibit “E”

Customers First



September 24, 2014

To: Claudia S. Acfalle, Chief Procurement Officer
General Services Agency
Government of Guam
148 Route 1 Marine Corps Drive
Piti, Guam 96915

From: Jeff Jones, President
Triple J. Enterprises, Inc.
P.O. Box 6066
Tamuning, Guam 96913
Tel: (671) 646-9126
Fax: (671) 646-9487

GOV'T OF GUAM
G.S.A.
2014 SEP 24 AM 10:55
RECEIVED

RE: Request for Meeting to Informally Resolve Protests of Bid Invitation No. GSA-065-14 – School Bus (60 Passenger)

Dear Ms. Acfalle:

By this letter we are requesting a meeting with you or your designee to informally resolve the three (3) formal protests we have lodged and timely filed in connection with General Services Agency ("GSA") Bid Invitation No. GSA-065-14 (the "IFB"), related to the procurement of School Buses (60 Passenger).

Triple J is requesting to meet with you in accordance with Title 5 Guam Code Annotated ("GCA") § 5425(b), which provides as follows:

(b) Authority to Resolve Protests. The Chief Procurement Officer, the Director of Public Works, the head of a purchasing agency, or a designee of one of these officers shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award

TRIPLE J ENTERPRISES, INC.
P.O. BOX 6066 TAMUNING, GUAM 96931 TEL (671) 646-9126 • FAX: (671) 646-9487

of a contract. This authority shall be exercised in accordance with regulations promulgated by the Policy Office.

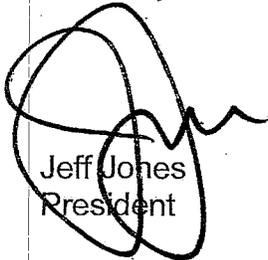
5 GCA § 5425(b); see also *id.* § 5425(c) ("If the protest *is not resolved by mutual agreement*, the Chief Procurement Officer . . . shall promptly issue a decision in writing." (emphasis added)).

Triple J is committed to its three (3) protests for the above-referenced IFB, and reserves all rights under applicable law. However, Triple J would like to meet with you to resolve these issues informally and in good faith to—in the best interests of the Territory and the people of Guam, including our schoolchildren—avoid protracted litigation and delay of this vital procurement need, to save money and time for both the Territory and Triple J, and to preserve the integrity, purposes, and policies of Guam's procurement laws.

Please respond with your availability for a meeting at your earliest convenience.

We look forward to your timely response. We can be reached at the contact information provided, or through our attorneys at Cabot Mantanona LLP.

Sincerely,



Jeff Jones
President

Exhibit “F”

**CABOT
MANTANONA LLP**
929 South Marine Corps Drive, Ste. 200
Tamuning, Guam 96913
Telephone: (671) 646-2001
Facsimile: (671) 646-0777

THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Matter of Appeal of)	
)	DECLARATION OF
)	STACY C. CUASITO
Triple J Enterprises, Inc.)	
)	DOCKET NO. OPA-PA_____
Appellant)	
_____)	

I, STACY C. CUASITO, hereby declare:

1. I am a Legal Secretary for Attorney Rawlen M.T. Mantanona and Attorney Matthew Kane at Cabot Mantanona LLP. I make this Declaration on personal knowledge. If called as a witness, I could and would testify competently thereto.

2. On September 25, 2014, I received a phone call from Attorney Bob Kono from the General Services Agency ("GSA") regarding his office receiving a letter from our client, Triple J Enterprises, dated September 24, 2014, requesting a meeting with Claudia Acfalle. Attorney Kono said something to the effect of "why is Triple J requesting to meet when it already filed its protests." I advised Attorney Kono that I believed that Triple J's letter requesting a meeting was in regards to the bid protests that Triple J submitted.

3. Attorney Kono advised me that Claudia Acfalle was assigned to a different project and that he would be the one to review the bid protests. Attorney Kono

confirmed that his office received Triple J's bid protests on September 23, 2014, and that his office received Triple J's letter requesting a meeting on September 24, 2014.

4. I asked Attorney Kono to please hold while I check if Attorney Kane was available to speak to him. Attorney Kane informed me that he was "extremely busy," and asked me to find out what Attorney Kono wanted and to see if he can contact Attorney Kono later that day. I then returned on the phone, informed Attorney Kono that Attorney Kane was not available, and asked if he wanted to leave a message.

5. Attorney Kono repeated that he was "confused" as to why Triple J would submit a letter to set up a meeting after they had already submitted the bid protest.

6. I do not recall Attorney Kono stating that GSA will "proceed with their determination."

7. Later that day, Attorney Kane asked me to look up Attorney Kono's email to follow-up with his phone call on Triple J's protests and letter requesting a meeting. I looked up Attorney Kono's email address on the Guam Bar website, and confirmed that it was the same email address contained in our directory and past correspondences with Attorney Kono. I provided that email address to Attorney Kane as requested.

I declare under penalty of perjury under the laws of the Territory of Guam that the foregoing is true and correct.

Executed this 29th day of October, 2014.

By:



STACY C. CUASITO

Exhibit “G”

Matthew S Kane

From: Matthew S Kane
Sent: Thursday, September 25, 2014 11:05 AM
To: 'bobkono@yahoo.com'

Dear Mr. Kono,

I was advised that you called our office in regards to the Triple J protests concerning Bid Invitation No. GSA-065-14. I am currently underwater in efforts to prepare pleadings in several complex litigation matters that are due this week.

If you have any questions or concerns regarding Triple J's protests or Triple J's request to meet with GSA representatives to resolve its protests in writing, please feel free to respond to this email.

Thank you,

~Matt

Matthew S. Kane, Esq.
Attorney at Law
Cabot Mantanona LLP
Edge Building, 2nd Floor
929 South Marine Corps Drive
Tamuning, GU 96913
Phone: (671)646-2001
Fax: (671) 646-0777
www.cmlaw.us

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Exhibit “H”

**CABOT
MANTANONA LLP**
929 South Marine Corps Drive, Ste. 200
Tamuning, Guam 96913
Telephone: (671) 646-2001
Facsimile: (671) 646-0777

THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Matter of Appeal of)
Triple J Enterprises, Inc.)
Appellant)
_____)
DECLARATION OF
JOYCE R. TAITANO
DOCKET NO. OPA-PA _____

I, JOYCE R. TAITANO, hereby declare:

1. I am the New Car Division Sales Assistant for Triple J Auto Group. I make this Declaration on personal knowledge. If called as a witness, I could and would testify competently thereto.
2. My job responsibilities include assisting the New Car Sales Department administratively, and providing reception and phone answering services.
3. On September 26, 2014, when the office was busy with activity, a woman from GSA came in to our office on the first floor (not the corporate office on the second floor) asking to speak with Charlie Reynolds. Mr. Reynolds was busy with a customer in the showroom, so this woman asked me to stamp-receive a document, and to provide to Charlie a sealed manila envelope containing documents.
4. I stamp-received the document and provided to Charlie the sealed manila envelope later that day. I did not see, read, or learn the contents of the document that I

stamp-received, nor did I review its contents. The woman from GSA did not give me a copy of the document I stamp-received, and instead only gave me the sealed manila envelope, so I assumed that the document that I stamp-received would be contained in the set of documents packaged in the sealed manila envelope.

5. I know that whenever any document is submitted to Triple J regarding procurement bids, including GSA procurement bids, I am supposed to provide these documents to Mr. Reynolds, unless the person submitting the document expressly asks that it goes to Jeff Jones or someone else. Because the woman from GSA expressly directed that I provide the sealed manila envelope to Charlie Reynolds, I followed suit and provided him with the sealed manila envelope the same day.

I declare under penalty of perjury under the laws of the Territory of Guam that the foregoing is true and correct.

Executed this 28th day of October, 2014.

By:

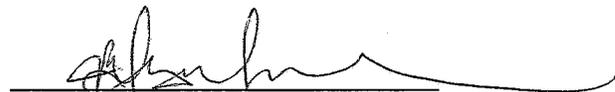

JOYCE R. TAITANO

Exhibit "I"

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

Ray Tenorio
Lieutenant Governor

Benita A. Manglona
Director

148 Route 1 Marine Drive, Piti, Guam 96915
Tel: (671) 475-1707 Fax Nos: (671) 475-1727 / 472-4217

John A.B. Pangelinan
Acting Deputy Director

September 26, 2014

Mr. Matthew S. Kane
Cabot Mantanona LLP
Attorneys at Law
Edge Building, Second Floor
929 South Marine Corps Drive
Tamuning, Guam 96913
Tel: (671) 646-2001
Fax: (671) 646-0777

ACKNOWLEDGEMENT COPY

RECEIVED BY: Justin Acfalle

DATE: 09-29-14

**SUBJECT: Request for Information and Documents Pursuant to:
Sunshine Reform Act of 1999, as amended, Title 5 GCA §§ 10101, et seq.,
Invitation for Bid No. GSA-065-14, School Bus (60 Passenger)**

Dear Mr. Kane:

Hafa Adai. This is to acknowledge receipt of your correspondence dated September 22, 2014 regarding the referenced subject matter above, and your request for all documents or records relating to Bid Invitation No. GSA-065-14 -- documents or records created during the time period beginning on the date of the solicitation up to and including the current date, and includes documents and records for the entire bidding process, from the solicitation to bid through evaluation and rejection of the bids received to any post-bid discussions on the IFB.

Attached you will find copies per your request. Pursuant to the Guam Annotated Title 5 Government Operations Subsection 10203 (b) Charges for Copying Government Documents, you will need to pay ten cents (\$0.10) for the first page of any requested document, and two cents (\$0.02) each for any remaining pages. A total of \$35.85 will be charged prior to obtaining these copies. Please provide exact change for payment.

Senseramente,

Ray HK 9/26/14

CLAUDIA S. ACFALLE
Chief Procurement Officer

Attachments

CABOT MANTANONA LLP

Date: 9/29/14
Time: 11:25pm
Initials: CA

Exhibit “J”

Matthew S Kane

From: Matthew S Kane
Sent: Friday, October 17, 2014 2:45 PM
To: 'Charlie Reynolds'
Cc: 'Jeff Jones'; Rawlen Mantanona
Subject: RE: Triple J -GSA Protest
Attachments: Triple J Motors – Second Letter Requesting Meeting to Informally Resolve Protest (msk second draft 10-17-2014).docx; Triple J – Second Request for Informal Meeting to Resolve Protests – Exhibit A.pdf

Tracking:	Recipient	Delivery	Read
	'Charlie Reynolds'		
	'Jeff Jones'		
	Rawlen Mantanona	Delivered: 10/17/2014 2:46 PM	Read: 10/17/2014 2:46 PM

Hi Charlie,

Attached please find a draft letter to serve as a second request to meet with GSA to informally resolve your protests, as well as Exhibit A in support.

If acceptable to you or as modified, please place this document on your letterhead along with the Exhibit A attachment, obtain the proper signature, and send over to GSA today (make sure to get a stamp-received copy). Then, if you could, please send over the stamp-filed copy for our records.

I am available all afternoon if you have additional questions or concerns, so please do not hesitate to call.

Also, as a follow-up to my request on the phone this morning, please check with the folks at Triple J to ensure that you have not received the time-sensitive denial of these protests, and please send me an email confirming the same. Likewise, should Triple J receive a denial of these protests, please forward to us at the earliest opportunity.

Have a great weekend and we will be in touch soon.

Thank you,

~Matt

Matthew S. Kane, Esq.
Attorney at Law
Cabot Mantanona LLP
Edge Building, 2nd Floor
929 South Marine Corps Drive
Tamuning, GU 96913
Phone: (671)646-2001
Fax: (671) 646-0777
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Exhibit “K”



GOV'T OF GUAM
G.S.A.

2014 OCT 11 PM 4:15

RECEIVED *[Signature]*

October 17, 2014

To: Claudia S. Acfalle, Chief Procurement Officer
General Services Agency
Government of Guam
148 Route 1 Marine Corps Drive
Piti, Guam 96915

From: Jeff Jones, President
Triple J. Enterprises, Inc.
P.O. Box 6066
Tamuning, Guam 96913
Tel: (671) 646-9126
Fax: (671) 646-9487

RE: Second Request for Meeting to Informally Resolve Protests of Bid Invitation No. GSA-065-14 – School Bus (60 Passenger)

Dear Ms. Acfalle:

By this letter we are following up on our request to meet with you or your designee to informally resolve the three (3) formal protests we have lodged and timely filed in connection with General Services Agency ("GSA") Bid Invitation No. GSA-065-14 (the "IFB"), related to the procurement of School Buses (60 Passenger).

Triple J is requesting to meet with you in accordance with Title 5 Guam Code Annotated ("GCA") § 5425(b), which provides as follows:

(b) Authority to Resolve Protests. The Chief Procurement Officer, the Director of Public Works, the head of a purchasing agency, or a designee of one of these officers shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations promulgated by the Policy Office.

5 GCA § 5425(b); see also *id.* § 5425(c) ("If the protest *is not resolved by mutual agreement*, the Chief Procurement Officer . . . shall promptly issue a decision in writing." (emphasis added)).

Triple J is committed to its three (3) protests for the above-referenced IFB, and reserves all rights under applicable law. However, as previously explained, Triple J would like to meet with you to resolve these issues informally and in good faith to—in the best interests of the Territory and the people of Guam, including our schoolchildren—avoid protracted litigation and delay of this vital procurement need, to save money and time for both the Territory and Triple J, and to preserve the integrity, purposes, and policies of Guam's procurement laws.

Please respond with your availability for a meeting at your earliest convenience.

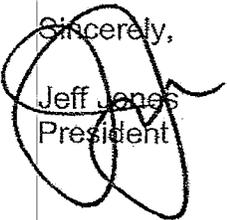
When I spoke with our legal counsel at Cabot Mantanona LLP to ask if GSA had reached out to them regarding this matter, our legal counsel explained that Attorney Kono called their office asking to speak with Attorney Matthew Kane and explained that he was confused about why Triple J would want to meet to try to resolve these issues informally, given that we filed a formal protest.

Our position on this dynamic is as follows: Guam's procurement law provides GSA the authority to informally meet with us to try to resolve these protests in good faith, and Triple J would like to save the time, money, and energy of the Government and its own resources to resolve this matter and avoid expensive and protracted litigation, if possible. Triple J was required to file formal protests to preserve its rights and to comply with the time-sensitive provisions of Guam's procurement law, but Triple J nonetheless hopes that an informal meeting will swiftly yield a resolution of these protests and catalyze the procurement so that the Territory's need for these school buses for its children can be addressed at the earliest opportunity.

Our legal counsel also provided us with an email that was sent to Attorney Kono to follow-up on these matters. In the event that Attorney Kono overlooked this email, we provide a courtesy copy, attached hereto as Exhibit "A."

We look forward to your timely response. We can be reached at the contact information provided, or through our attorneys at Cabot Mantanona LLP.

Sincerely,



Jeff Jones
President

Exhibit “L”

Eddie Baza Calvo
Governor

GSA

GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

Ray Tenorio
Lieutenant Governor

Benita A. Manglona
Director

148 Route 1 Marine Drive, Piti, Guam 96915
Tel: (671) 475-1707 Fax Nos: (671) 475-1727 / 472-4217

John A.B. Pangelinan
Acting Deputy Director

October 21, 2014

Memorandum

Mr. Jeff Jones, President
Triple J Enterprises, Inc.
P.O. Box 6066
Tamuning, Guam 96913

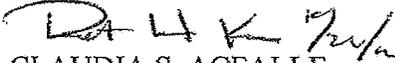
Re: Protest of Triple J on GSA Bid No. 065-14

Dear Mr. Jones:

We are in receipt of your memorandum dated October 17, 2014, and received by this office on October 21, 2014, in which you requested a meeting to "informally" resolve your protest of above entitled bid.

We had reviewed your initial protest and request for an informal meeting as you had requested. We had contacted your attorney but he was unavailable to immediately work on this matter. We informed him that we will be proceeding with our determination. On September 26, 2014, we wrote to you informing you of our decision to deny your protest and informed you that you may seek any administrative or judicial review authorized by law.

We have made our decision on this matter as we indicated to you in our memorandum to you dated September 26th, and as such, your memorandum of October 17, 2014 requesting for an informal meeting is denied as we have moved forward with the cancellation of this bid.


CLAUDIA S. ACFALLE

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

148 Route 1 Marine Drive, Piti, Guam 96915
Tel: (671) 475-1707 Fax Nos: (671) 475-1727 / 472-4217

Ray Tenorio
Lieutenant Governor

Benita A. Manglona
Director

John A.B. Pangelinan
Acting Deputy Director

September 26, 2014

Memorandum

Mr. Jeff Jones
President
Triple J Enterprises
P.O. Box 6066
Tamuning, Guam 96931

RECEIVED: <i>Joyce</i> Print/Signature
DATE: <i>9/26/14</i> TIME: <i>11:00</i>

Re: Protest on GSA Bid No. 065-14 (School Bus—60 Passenger)

Dear Mr. Jones:

I am in receipt of your protest dated September 23, 2014, in which you are protesting the action of the General Services Agency (GSA) in 1) GSA's determination of your bid status; 2) GSA's rejection of your bid; and 3) GSA's decision to re-bid this procurement as you believe this to be a "minor informality".

Items 1 and 2 are based upon the same matter that is the failure of your company to submit a specific floor plan that was required in the bid. This was not just a descriptive literature as you have chosen to define it as; this document was part of the specification necessary for the Department of Public Works.

As noted in Guam Publication, OPA-PA-08-007 the Public Auditor ruled:

Here, the plain language of the IFB specifically required all bidders to submit a Statement of Qualifications and that the failure to do so will mean disqualification and rejection of the bid. Pursuant to this language, the Statement of Qualification was a material requirement because its omission would automatically disqualify a bidder and reject the bid.

Here on page one of the bid in bold letters it states: "This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be caused for disqualification of the bid."

Further, in the general terms and conditions on item 19, the last sentence states: "Failure to furnish the descriptive literature by the time specified in the Solicitation will require the rejection of the bid."

Clearly you were aware of the need for the documentation at the time of bid submittal. Further, you also indicate as much in your memorandum to us of the failure to include this document. As such, the action informing you that your bid was rejected is appropriate.

As to GSA's decision to re-bid this procurement and not consider this a "minor informality". The Department of Public Works had determined that it was a necessary and important specification. The Chief Procurement Officer is the one that determines whether an item is a "minor informality". Specification deviation is not a minor informality. The failure to include the document in the bid does not make it a "minor informality" as described above.

Based upon the above, the protest is hereby denied. You have the right to seek any administrative or judicial review authorized by law..


CLAUIDA S. ACFALLE
Chief Procurement Officer

Exhibit “M”

Eddie Baza Calvo
Governor

GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor



Benita Mangloria
Director, Dept. of Admin.

John Pangilanin
Deputy Director

August 19, 2014

Morrigo Equipment, LLC
Attn: Jennifer Cabuhat
197 Ypao Road
Tamuning, Guam 96913
Tel) (671) 689-6748/Fax: (671) 649-1947

Re: GSA-065-14 (School Bus 60 Passenger)

Dear Ms. Cabuhat,

Buenas Yan Hafta Adai! In regards to the above bid GSA-065-14 for the School Bus 60 Passenger.

1. Clarification is being requested in regards to page 33, under "CONSTRUCTION" in regards to the following:

That "All exterior body panels, skirts and rub rails shall be fastened with Anti-Corrosive Rivets" and that Morrigo Equipment will comply as stated in their bid proposal.

Yes, as per requirement No
Please See attachment

2. Clarification is being requested in regards to page 34, under "EMERGENCY EXISTS:" the following:

*A left side emergency door shall have a 20 inch unobstructed passageway and no flip seat is to be used. A barrier shall be used just before the door opening.

Morrigo had marked the following: (x) NO, remarks _____

Please clarify what is being offering and if the bus that is being offered has "No Flip Seat".

Thank you for your attention and a quick response will be greatly appreciated.

Pls refer to 475-1727
ACKNOWLEDGEMENT COPY

CLAUDIA S. ACFALLE
Chief Procurement Officer

RECEIVED BY: Jennifer Cabuhat

DATE: 8/21/14

Exhibit “N”

Attendance 8/15/14

Mtg regarding Bus 10:10 a.m.

Bid - GSA-065-14

1. John Wessenberg
2. FRANKLIN TAITANO DPW
3. TOPP GILLAN DPW
4. Cepeda, Paul DPW
5. CARL DOMINGUEZ DPW
6. Belinda Yamini GSA
7. Claudia Acfalle GSA
8. Anita Cruz GSA
9. Robert Kono GSA
10. Joyce Castro GSA

School Bus Sixty Passenger Bid
GSA-065-14
Department of Public Works
Friday, August 15, 2014 at 10:10 a.m.

Attendees:

General Service Agency

Claudia Acfalle, Chief Procurement Officer
Robert Kono, GSA
Anita Cruz, GSA
Belina Paulino, GSA
Joyce Castro, GSA

Department of Public Works

Carl Dominguez, Director
Frank Taitano, DPW
Paul Cepeda, DPW
Todd Gillian, DPW

Office of the Attorney General

John Weisenburger, OAG

Robert Kono: For everyone information we're taping this is part of the procurement file it deals with procurement and as you know the latest rumor everything is being recorded. Okay so today's date is the fifteen of August time now is 10:10 a.m. we are here to talk about a bus bid. Okay thank you very much just a quick background for everybody we put out a bid for buses. DPW came down and met with Anita had some questions and now we are having this meeting now. So, Carl you wanted the meeting.

Carl Dominguez: Yes, Paul altered me to an item of concern and what you described was one item, you could not find a schematic?

Paul Cepeda: Yeah, a seating plan.

Carl Dominguez: Is that the correct word? A seating plan, specifically those two words, a seating plan? Is that what is called for on the specs?

Todd Gillian: That is what is called for on the General part.

Anita Cruz: What it is under the requirement of this bid. The bidders must provide an updated manufacture brochure to include the drawing of the seating plan of the buses.

Todd Gillian: To include the....

Carl Dominguez: Okay, wait, wait, wait, it is a seating plan but in addition to a seating there needs to be a drawing of some kind?

Todd Gillian: Their proposed drawing of what they are offering. That way we can verify what they are offering if that is what we are really looking for and that's what in the specs. They were suppose to also provide a brief remarks on what they are offering on every item.

Anita Cruz: This is what was provided to your guys without providing the requirements from Triple J and there was no seating plans. This is Morrico's seating plan. (*Handing to Carl Dominguez the bids submitted by the two bidders Triple J and Morrico*)

Carl Dominguez: Amazing a two million dollar bid and they can't even read English.

Claudia Acfalle: I think Carl it is a new requirement added right Paul and Todd? It is something that was never required in all the other bid specs for buses.

School Bus Sixty Passenger Bid
GSA-065-14
Department of Public Works
Friday, August 15, 2014 at 10:10 a.m.

Todd Gillian: This was based on our experience on our last bid. We wanted to ensure when we are asking for rib bits and they say no we are going to give you this. But if they say and implied we are going to assume they are going to offer us rib bits. That's the reason why I asked for those kinds of things. It also asked for a brief description of every aspect the specification because we also asked for a Cummings Engine or equal, so if they are not giving us a Cummings Engine but the engine is equal they should have stated, "No, we are giving an International engine that meets the horse power...or whatever."

John Weisenburger: Were there any other, I am just curious, if there were any other discrepancies at all? Any others that you object?

Todd Gillian: Not based on what I saw. I mean as soon as I saw that I was like, "Oh boy."

Paul Cepeda: Yeah, we kind of stopped once we I saw that.

Carl Dominguez: What do you mean you kind of stopped after you saw that?

Paul Cepeda: I was given the specification part and the next one was the

Anita Cruz: Morrigo.

Paul Cepeda: What I saw they meant...

Todd Gillian: We already know based on our research before we put the specs together that both of these companies' buses will meet the specs. So, as soon as we saw compliance in all the remarks columns, then we assumed, okay they got it together, but then they didn't have their seating plan.

Anita Cruz: No, Triple J didn't have their seating plan. Triple J didn't have their seating plan

John Weisenburger: So, as far as you know at this time the only thing you determined is this missing seating plan.

Todd Gillian: Yeah.

Paul Cepeda: Yeah.

John Weisenburger: But you are not done with your analysis yet?

Carl Dominguez: Wait a minute, wait a minute so you did not go through the whole Morrigo as well through ever page of the Morrigo.

Paul Cepeda: I was going through this and this is my concern. I went through the whole thing where it says comply, comply comply. All the way to the last page and making sure they meet also the warrant repairs, the requirement when the vehicle, bus is down their responsibility. Then I went through this stuff this also tells you when we said comply.

Todd Gillian: The brief description of everything we are asking for.

Paul Cepeda: So, I went through the whole thing that we set comply. And then I got a headache when I saw this stuff.

School Bus Sixty Passenger Bid
GSA-065-14
Department of Public Works
Friday, August 15, 2014 at 10:10 a.m.

Anita Cruz: But that's a requirement.

Paul Cepeda: Yeah, it's a requirement.

Anita Cruz: It's your requirement so we inserted.

Paul Cepeda: Yeah, and this too will give us the outlay total outlay of the school bus so we can see the seating arrangement, so we can see like if you asked for a side door we could see if it is going to come with a side door or not. That's one of the reasons why we asked for this.

Carl Dominguez: We didn't ask for a side door right?

Todd Gillian: No, but this is just for us to verify if this allows for us to sixty passengers, is the aisle with is twelve inches or more. Those are the kind of things we need to verify through that seating plan.

Paul Cepeda: And this is how we verified if it is in here.

Anita Cruz: And it is important.

Carl Dominguez: No, no, no, wait did Triple J say that they would comply with width requirement and the spacing requirements?

Todd Gillian: Yes, they said they would comply with everything.

Carl Dominguez: So that's my question is the drawing a material issue?

John Weisenburger: Well, I am a little concerned that we haven't completely evaluated both the bids yet

Carl Dominguez: Me too.

Todd Gillian: Based on this the only way to completely evaluated is when they deliver or when we go to the factory.

John Weisenburger: Well, I understand that but no, no, no.

Anita Cruz: No, he is say to award.

Todd Gillian: Oh okay.

John Weisenburger: There is a document that was submitted to you and that's what you need to assess and if you are done with your assessment then we can continue with the discussion. But if you are not, then I am prepared to give you a little lesson on what the question is.

Anita Cruz: That's why you are here.

John Weisenburger: Because that's my goal and we could do that but if you haven't complete the evaluation of the two bids then it seems to me that was in the last bus bid that's the problem we had you haven't really evaluated the two bids and found out that in fact the materials submitted in the bid were

School Bus Sixty Passenger Bid
GSA-065-14
Department of Public Works
Friday, August 15, 2014 at 10:10 a.m.

contrary to the specs and you didn't realize that until you got into the middle of a dispute. We should try to avoid that let's be clear on whether there is any other problems with the bids.

Carl Dominguez: Yeah, yeah.

John Weisenburger: Is that fair?

Robert Kono: That's more than fair but, the question if you don't mind.

John Weisenburger: Sure, go have you.

Robert Kono: What I understood from Paul is that you did review everything of Morrigo?

Paul Cepeda: Yeah, as far as specification is concerned as far as the GSA stuff.

Anita Cruz: That's not for your review.

Robert Kono: So, Morrigo is finished in terms of your review.

Paul Cepeda: Yeah

Robert Kono: In terms of the review for Triple J, you stopped total review once they missed...

Todd Gillian: Not necessarily, I just...obviously they say comply to everything and they gave us a brochure to a sixty passenger bus. So, how much more can I review?

Robert Kono: No, no in terms to specifications.

Todd Gillian: It says comply. It says comply.

Robert Kono: Okay, what I am trying to get to Todd is, you said, "well I stopped my review once I got to this one".

Carl Dominguez: Yeah, you did say that.

Todd Gillian: Yeah.

Carl Dominguez: Yeah, you did say it.

Robert Kono: So, I am just trying to get, ah find out...

Anita Cruz: Here is his review; this is the only thing that they had provided. The only thing he is missing and he stopped after he reviewed is because they did not have a seating plan and they did not have a drawing.

Robert Kono: Yeah, but that is not the point.

Claudia Acfalle: I guess, if I may Robert. The specifications that were put out or set forth on the bid because it says comply we just want to make sure we are clear here that just because it says comply that you guys are good. We still have a fiduciary responsibility to take a look at what our requirements are against the brochure that they are submitting because then that's the details that's the details that is going to tell us

School Bus Sixty Passenger Bid
GSA-065-14
Department of Public Works
Friday, August 15, 2014 at 10:10 a.m.

whether they met the you know, the 12 inch, 12 feet or what. Because then that is what we are bounce it off. So, we cannot just say it's complied and take it to heart because that is what happened the last time. It's comply, comply and we did not look at the fine lines to say that there was a problem.

John Weisenburger: That was my point, there was information...

Claudia Acfalle: So, did you go through that brochure to match the information if it complied?

Todd Gillian: That is what I tried to say earlier. That based on my research before I drafted the specifications I already knew based on the brochure what they could offer and they can comply and obviously they are giving me a brochure of a bus that I am familiar. So, okay they are complying and they have the product to meet the specifications.

Robert Kono: Okay, so are just saying that you are familiar with the brochure previously. That shows the range whatever the buses being offered. So, when they submitted the same brochures you were comfortable that it met these specs.

Todd Gillian: Yes.

Robert Kono: Okay.

Todd Gillian: And obviously they said comply, so okay.

Claudia Acfalle: And other than the drawing that's what is missing, okay.

Todd Gillian: That's why the drawing is important because then I can really verify that yes this is the bus that they are going to offer it meet the 12 inch aisle, whatever.

Robert Kono: And that is what they failed to submit.

Todd Gillian: Yes.

John Weisenburger: Okay, so we are pretty sure that this is the only for what is a better word, deviation from the specs. Todd.

Todd Gillian: Yeah, I am being cautious with what I am going to say.

John Weisenburger: Well, okay that's fine.

Paul Cepeda: If you want us to spend another hour, reviewing it we can but it is only come down to one thing we are still missing that one piece. So, we can review it one more time if you want us to.

John Weisenburger: Well, I just want you to be comfortable that there is only one thing. I don't know whether you need to review it more. That is up to you but if you are comfortable that this is the only thing, then we can proceed.

Carl Dominguez: Yeah, if it's the only thing.

School Bus Sixty Passenger Bid
GSA-065-14
Department of Public Works
Friday, August 15, 2014 at 10:10 a.m.

John Weisenburger: Okay. If you like I brought some materials. The question, and Robert is right the question is, whether this is this a material deviation from the specifications. I have some information which I am glad to pass out, it is going to take about ten minutes to go through it okay and it may be helpful in focusing in the discussion. So, would you like to do that? Okay. The materials that I have are from a Primer prepared by John Thomas Brown who is an attorney he is an attorney who represents one of the vendor's out in the market place. Okay. Whether you like his primer or don't like his primer and in this particular instant I think he has helpful information for us. Between Robert and I; I am sure we can put it in to a context for you. So, I highlighted and I only have seven of these and I highlighted some stuff. Does everybody who needs one, have a copy? *(At this time the Primer from John Thomas Brown is read out loud to all attendees.)*

Those are all words but I think it helps you to appreciate that it's a little bit more sophisticated than is it there or isn't there. I think the Chief Procurement Officer has to assess the omission and decide whether it is material or not and that is really her job and you guys are really here to help her sort that out.

Carl Dominguez: But is it really price, quality, quantity and delivery?

Todd Gillian: Everybody is going to have their own opinion on that. This thing kind of makes it go back and forth.

John Weisenburger: Well, and that is not unusual Todd. There just isn't black letter law that says, you just have to take the facts and apply the law to the facts and come out with your best decision. And when there is a question about that as Claudia well knows. You go back to the purposes of the procurement laws, stated right at the beginning of the law. They lay out the policy issues, and it competitiveness, and it's quality and it's fairness.

Carl Dominguez: Fairness.

John Weisenburger: Private business don't have to be fair because they are spending their own money but the Chief Procurement Officer is spending the tax payers money so she has to look at these things.

Todd Gillian: And that is what we are concerned about because this could be an issue.

John Weisenburger: It could be.

Todd Gillian: regardless if this is a minor or not it could be an issue.

Claudia Acfalle: I just want to point out one of the case that we also had with the O.P.A. was on this GSA verses PDN, Pacific Daily News. That's all about one sheet of paper which is requiring the statement of qualification and because we had it here on this reminder to the respective bidders and also, that if they fail to submit the statement of qualification it will be rejected and they were advised, they were admonished that it will be.

So, because we accepted, because you know we thought it doesn't have any material impact on the price delivery and all that well guess what O.P.A. ruled against G.S.A. just because they did not submit that statement of qualification.

School Bus Sixty Passenger Bid
GSA-065-14
Department of Public Works
Friday, August 15, 2014 at 10:10 a.m.

So, here we are, you know we are going to say, they just did not submit the drawing so it doesn't have any impact. But there is a test case already that she ruled and John said although her decision are inconsistent, sometimes it's okay here and it is not okay here, we don't know which way she will go.

John Weisenburger: And they are either inconsistent or she is just taking a different set of facts applying the same rules and because the facts are different. So, ultimately she is going to have to basically do the same analysis that the Chief Procurement Officer will have to do right now.

Anita Cruz: I think she made that decision because it already tells them that if they don't submit that they will be rejected. This is what she is basing herself on because not because it was a material anything, it was based on a requirement.

Carl Dominguez: So, one option is to reject Triple J at the lower price and buy Morrico buses. Triple J possibly, possibly could file a protest and say hey it is in material and it is not in the best interest of the Territory. They can do that, okay. Then, the opposite is the same, the non-submission of the diagram of the schematic is in material and then they'll protest.

Anita Cruz: But why would it be in material and he said it is an important aspect of the bid?

Carl Dominguez: Well, yeah that's what he is saying.

John Weisenburger: It's in material if in looking at the whole thing you've decided that it doesn't go through the questions of price, quality, quantity and delivery. This is right there as they often are right in that gray area. Which leads to a decision based on Claudia's past assessment of the situation as she understands it.

Robert Kono: Before we go on. I just want to go back, Anita touched on it briefly Todd's statement in the very beginning as to why this clause was put in because it does goes to quality.

Carl Dominguez: It goes to compliance with specifications.

Robert Kono: Yes, but it is the quality issue of what kind of bus because he had indicated in his initial statement why he put it in. It was to insure that they meet the requirements of what you guys want to put in so it goes to the quality of the type of bus that you're getting.

John Weisenburger: I guess I would ask whether you are able to confirm that the bus that didn't provide the schematic is still able to, are you sure it's got the right seating plan that you wanted and if so, how do you know, if they didn't provide you a seating plan? How would you know if it is the right one?

Todd Gillian: We won't know until I see the bus because obviously you don't have a seating plan and I know they are capable of giving us the right bus because their brochure.

John Weisenburger: What is it about the seating plan that you need to see?

Todd Gillian: Of course naturally that it will seat sixty passengers and the aisle width is at least twelve inches wide.

Carl Dominguez: You can't determine that looking at the brochure.

School Bus Sixty Passenger Bid
GSA-065-14
Department of Public Works
Friday, August 15, 2014 at 10:10 a.m.

Todd Gillian: Because they have different options and they didn't highlight what they will be giving us.

John Weisenburger: Weren't there were other specifications about the distance between the seats?

Carl Dominguez: So, I heard the argument earlier just because the vendor says they would comply with the written specification without the diagram, it lack confirmation with the diagram. It's your call.

John Weisenburger: I must say that the quality is not relevant. I appreciate that you might want to make a pitch for the bus with a higher quality.

Todd Gillian: Oh yeah, we know that.

Carl Dominguez: I would say if we attempt to buy the Triple J Bluebirds that would more likely provoke a protest than the reverse.

John Weisenburger: Well actually that's irrelevant I mean honestly I know we can toss that around but, frankly it's not really relevant we have to make the decision based on...

Carl Dominguez: What's in the best interest of the government?

John Weisenburger: Well what is in the best interest of the government given that...

Claudia Acfalle: What is required.

John Weisenburger: Given that you have to follow the requirements. It was pretty obviously stated that it was suppose to have one and Todd said there is a reason for that and even though you think you know what bus they are selling you. You need any more information Ma'am?

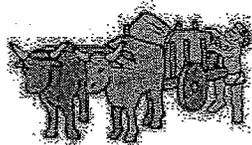
Claudia Acfalle: That's it thank you.

John Weisenburger: Thank you and you want the review done before you award it?

Claudia Acfalle: Yes.

Meeting Adjourn: 10:50 a.m.

Procurement *Lore* or Procurement *Law* ?



A GUAM PROCUREMENT PROCESS PRIMER

(Working Draft)

(Both more and less than you will ever want to know)

John Thos. Brown

Attorney at Law

prior to bidding. In so doing it relied on Federal law cases which was to the effect that contract ambiguities are not to be resolved against the government in procurement cases.

2. There were other disputes in the *Dominion Contractors* case, *supra*, involving other alleged contract ambiguities, which the Appeals Board for the most part resolved against the appellant. As the concurring opinion stated, **appellant "had a duty to seek clarification", and "[b]y ignoring the installation requirement and failing to inquire, Appellant assumed liability for its erroneous interpretations."** (At p. 27.)

H. **The award of the contract is "to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the" IFB. (5 GCA § 5211(g).)**

1. The short hand, but not as precise, version of this general rule is that "the award goes to *the lowest responsible and responsive bidder*". (2 GAR § 3109(n)(1).) There are thus **three criteria to separately and independently** assess:
 - a. **A Responsive bid** ("which meets the requirements and criteria of the IFB").
 - (1) "The Invitation for Bids shall set forth the requirements and criteria which will be used to determine the lowest **responsive bidder**." (2 GAR § 3109(n)(1).) **Thus, responsiveness is determined "in the bid envelope", which is to say at the bid opening, by the "mandates" of the bid requirements and criteria.**
 - (2) Responsiveness refers to **whether the bid matches the supply, service or construction item that the government needs, as measured by the specifications for that supply, service or construction item as contained in the Invitation for Bids. Any bid which matches is responsive.**
 - b. **A Responsible bidder** (capable, trustworthy; not a guaranty of performance, only expectation of performance).
 - (1) Bidder *responsibility*, **in contrast to responsiveness**, is determined separately and independently *outside* of the bid envelope. (2 GAR § 3109(n)(2).) It is not determined in the bid envelope but by a separate determination process and independent **standards of responsibility**. (5 GCA § 5230; 2 GAR § 3116.)
 - (2) Responsibility refers to the government's preference to deal only with bidders or offerors who can reasonably be

where "only one responsive bid is received" (which could include a situation where more than one bid was received but the other bids were non-responsive), an award may be made to the single bidder if a finding is made "that the price submitted is fair and reasonable"; but if it determined that the need "continues" notwithstanding a price that is not fair and reasonable, the procurement may be conducted as a sole source or emergency procurement "as appropriate". A similar situation is allowed for only one proposal received in response to a Request for Proposals.

- b. Thus, a sole bid is not given an award by default without the specific finding being made that the price is "fair and reasonable". This is consistent with the policy of the Procurement Act that it be applied "to provide increased economy ... and to maximize to the fullest extent practicable the purchasing value of public funds of the Territory." (5 GCA § 51001(b)(5).) See, The dilemma of "only one bid received" at <http://bloggeddowninprocurement.blogspot.com/2010/11/dilemma-of-only-one-bid-received.html>

- 4. The distinctions between **responsive** and **responsible**, and the practical ramifications of those distinctions, were considered and thoroughly discussed in the *J&C Construction Appeal*, OPA-PA-07-005; see the Decision, at pp. 5 *et seq.* As the Appellant there mentioned in its Notice of Appeal (page 6), "[n]ot only are these terms substantively distinct, the determination of each of them is to be accorded very different standards and processes".

- a. Responsiveness and responsibility are too often confused and conflated into one nonsensical notion the author has termed "Responsivenessibility".
- b. The Hawaii Intermediate Court of Appeals in *Okada Trucking Co., LTD. v. Board of Water Supply*, 40 P.3d 946, 97 Haw. 544 (Haw. App., 2001, at 40 P.3d, pp 958-959) quoted extensively from the US Claims Court (*Bean Dredging Corp. v. United States*, 22 Cl.Ct. 519 (1991)) to distinguish responsive from responsible:

(1) Responsiveness addresses whether a bidder has promised to perform in the precise manner requested by the government. To be considered for an award a bid must comply in all material respects with the invitation for bids. A responsive bid is one that, if accepted by the government as submitted, will obligate the contractor to perform the exact thing called for in the solicitation.

(2) If there is material nonconformity in a bid, it must be

rejected. Material nonconformity goes to the substance of the bid which affects the price, quality, quantity, or delivery of the article or service offered.

- (3) "Responsibility addresses the issue of the performance capability of a bidder, which can include inquiries into financial resources, experience, management, past performance, place of performance, and integrity."
 - (4) "In contrast to responsiveness, a bidder may present evidence of responsibility after bid opening up until the time of award."
 - (5) "In terms of identifying whether a particular requirement is related to responsiveness or responsibility, the distinction is whether the bidder will conform to the IFB, as opposed to how the bidder will accomplish conformance. Stated another way, the concept of responsibility specifically concerns the question of a bidder's performance capability, as opposed to its promise to perform the contract, which is a matter of responsiveness."
5. The determination of the lowest *responsive* bidder must focus on price considerations, **not the *qualification*** of the **bidders**. **It is improper to evaluate a bid based on the ranking and selection of the most qualified company.** (In the Appeal of JMI Medical Systems, Inc., OPA-PO-07-011, pp 10-11.)
 6. Bids and offers must be **evaluated fairly and effectively** to make sure they comply with the criteria of the solicitation. In *L.P. Ganacias*, CV 1787-00, *supra*, the judge stated (at page 23) that "the person charged with reviewing the bids should be an individual with some knowledge of the product which is the subject of the bid". There, the evaluator who reviewed the bids testified she did not examine samples submitted because she "did not know much about" them, which drew an admonishment from the Court.
 7. Note that the next lowest bidder may get the contract if the low bidder fails to perform, which reduces the necessity for re-bidding (assuming no changes to the solicitation). "In the event that a successful bidder fails to complete delivery of supplies or services as required in the contract between the contractor and the government of Guam, the government of Guam may proceed to procure such supplies or services from the next lowest bidder who is able to deliver such supplies or services." (5 GCA § 5212(d).)
 - a. This raises a fairly esoteric question whether such next lowest bidder who is able to deliver must be fully responsible. As discussed

below, bidder responsibility involves both ability and integrity; in this instance, on its face, only ability is required.

I. **What is a Responsive Bid?**

a. **Responsive Bidder** means a person who has submitted a bid which conforms in all material respects to the Invitation for Bids. (5 GCA § 5201(g).)

(1) Bid responsiveness concerns whether a bidder has offered unequivocally in its bid documents to provide supplies in conformity with all material terms and conditions of a solicitation for sealed bids, and is determined as of the time of bid opening. (ABA Contract Deskbook, p. 65.)

(2) The Hawaii Supreme Court has said, "a bid that does not conform in all material respects to the Bid Solicitation is nonresponsive. However, this begs the question of what constitutes conformance "in all material respects." Quoting in part a US Court of Claims case (*Toyo Menka Kaisha, Ltd. v. United States*, 220 Ct.Cl. 210, 597 F.2d 1371, 1376-77 (1979)), the Hawaii Court continued, "Where a government contract is awarded under competitive bidding, [deviations from advertised specifications] may be waived by the contracting officer provided they do not go to the substance of the bid or work an injustice to other bidders. A substantial deviation is defined as one which affects either the price, quantity, or quality of the article offered." (*Southern Foods Group, L.P. v. State, Dept. of Educ.*, 89 Hawai'i 443, 974 P.2d 1033, 1999; at 89 Hawai'i 456.)

b. Acceptability evaluation. Any bidder's **offering** (that is, product or service) which does not meet the **acceptability requirements shall be rejected as nonresponsive**. (2 GAR § 3109(n)(3).) The IFB shall set forth any evaluation criteria to be used in determining product **acceptability**. (*Id.*)

(1) **Descriptive literature**. An IFB may, but need not, require submission of "descriptive literature" (see, 2 GAR § 3109(e)(3)(A)), such as brochures and the like, more fully describing the specifications of the thing solicited. (2 GAR § 3109(n)(3).)

(a) If a bidder provides descriptive literature when the IFB does not specifically ask for it, **unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined**

or tested...." (2 GAR § 3109(e)(3)(D).)

(b) Moreover, the regulation requires the government to state, in an IFB, "that bid samples or **descriptive literature should not be submitted unless expressly requested**". (*Id.*)

(c) Since bids are only meant to be evaluated for acceptability based on the specifications of an IFB, it is improper to reject a bid on the basis that descriptive literature was not provided to prove product acceptability when the IFB does not require it.

(d) In typical Gov. Guam General Terms and Conditions there is a clause which reads: "[d]escriptive literature(s) as **specified in the solicitation** must be furnished as a part of the bid and must be received at the date and time set for opening Bids." This clause is routinely ticked, but often there is no separate requirement in the IFB to provide specified literature.

(e) The Public Auditor has determined that ticking the "descriptive literature" clause is inadequate to require specific literature to be submitted with a bid. (*In the Appeal of JMI-Edison, OPA-PA-11-001.*)

i) She said, "[t]he IFB did require the bidders to submit descriptive literature **as specified in the IFB** with their bids. [Bold emphasis in original; footnote referencing typical "descriptive literature clause" omitted.] Thus, this requirement is limited to descriptive literature specifically required by the IFB." (At p. 13.)

ii) She concluded, "the Public Auditor finds that whether MEDPHARM's submission of its certificates of compliance with various standards and codes was responsive is moot because the IFB did not require the bidders to submit such documents with their bids."

(2) The *acceptability evaluation* is not conducted for the purpose of determining whether one bidder's item is superior to another, but *only* to determine that a bidder's offering is *acceptable as set forth* in the IFB. (*Id.*)

- (3) Thus, when bids are tied for lowest bid amount, the award is **not** given to the one offering the superior product if all tied bids meet the *minimum specifications*. (2 GAR § 3109(o).)
- (4) Recall that delivery or performance timing may not be considered a factor in responsiveness if there is a lower price bid or offer, where the lower price exceeds the relative thresholds of price and time specified in 5 GCA § 5010, as discussed in Article II.K.2, above.
- (5) “It is improper to use responsibility-related factors or subfactors if the evaluation is merely to determine **acceptability**.” (Nash, Cibinic and O’Neal, p. 271.)

c. A bid is *nonconforming* if it fails to comply exactly with the literal requirements of the IFB. However, **not all nonconforming bids are nonresponsive**. (In the Appeal of J&G Construction, *supra*.)

(1) It is critical to determine, first, whether a nonconformity deals with the *responsiveness* of a bid or the *responsibility* of the bidder. Responsiveness deals with the question whether the contractor has promised to do or provide *exactly what the Government has requested* in the bid specifications and criteria. If the nonconformity deals, then, with matters of responsibility, there is no issue of responsiveness. As discussed below, matters of responsibility are determined separately.

(2) **Secondly, if the nonconformity is immaterial, as discussed below, it is nevertheless responsive; responsiveness only applies to material nonconformities.**

d. Questions of **responsiveness** are determined “in the bid envelope”, that is, only on the basis of information submitted with the bid and on the facts available **at the time of bid opening**. (*Id.*)

2. As a general rule, and contrary to lore, **matters that deal with bidder responsibility cannot be converted into matters of responsiveness merely by inserting a provision into the IFB requiring production in the bid envelope of information regarding issues of responsibility, and rejection of bids that do not comply**. (In the Appeal of J&G Construction, *supra*.)

a. Not everything “mandated” by the IFB can be considered to affect responsiveness. (Compare the *J&G Construction Appeal*, with the discussion of “responsive bidder” in *In the Appeal of Guam Publications, Inc.*, OPA-PA-08-007 (at part III, D of the Decision,

beginning p 13; and note that *J&G Construction* was decided **subsequent** to *Guam Publications*, and specifically declared that its distinctions between responsive and responsible were **matters "of first impression"**. Presumably, this issue in *Guam Publications* is overruled by *J&G Construction*.)

- b. Note, also, the Decision of the Public Auditor in *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-10-005, to the effect that, while an agency cannot insert a provision in an IFB to convert a matter of responsibility into a matter of responsiveness, by law, the Legislature can require information be provided "as a condition of bidding" even though the substance of the information is more in the nature of matters concerning a determination of responsibility than responsiveness. A critical review of the Decision appears in Article XXIV below.
- c. See, *In the Matter of D.J. Findley, Inc.*, Comp. Gen. B-215083, July 24, 1984. In that case, INS rejected the bid as nonresponsive after the protester's facilities failed a sanitation inspection that was mandated by the solicitation. INS had changed the solicitation to provide that the condition was one of responsiveness. The protester contended that the matter of whether it passed the inspection was one of responsibility rather than responsiveness.

- (1) The Comptroller General held, "It is not disputed that the IFB, as amended, described the sanitary examination as a matter of responsiveness, and the contracting officer appears to believe that the matter must be so viewed because that is what the solicitation said. It is well-settled, however, that a contracting agency cannot change a matter of responsibility into one of responsiveness merely by the terms of the solicitation." GAO held, and the Comptroller General agreed, that, regardless of the wording of the solicitation, the matter was clearly one of bidder responsibility.

Materiality only concerns Responsiveness. The subject of Bid Mistakes has been introduced above. Here it is again discussed to emphasize that materiality and immateriality are measures of bid responsiveness. (material in all respects). Thus, immaterial mistakes, though non-conforming, will not render a bid non-responsive.

- 1. Minor mistakes in a bid are not material so do not make a bid non-responsive. (But a bid price and terms involves a calculated judgment on the part of the bidder, and mistakes of judgment are material and cannot be corrected or otherwise changed. (2 GAR § 3109(m).))
- 2. Minor mistakes include insubstantial matters of form ("minor informalities")

and "insignificant mistakes" that do not "prejudice" other bidders. (2 GAR § 3109(m)(4)(B).)

- a. Matters of **bidder prejudice** only include factors that **affect price, quantity, quality, delivery, or contractual conditions.** (*Id.*) **Non-negligible** factors of price, quantity, quality, delivery or contractual conditions are **material and prejudice** other bidders.
- b. Matters reflecting on **bidder qualifications are issues of responsibility** and do not concern or "prejudice" other bidders because they do not involve issues of price, quantity, quality, delivery or contractual conditions. These concepts are often confused, particularly when the IFB contains specific requirements concerning the bidder's responsibility characteristics – such as the requirement for submission of information relating to responsibility.
 - (1) In the *Frontier Systems* U.S. Comptroller General Decision, discussed below, the Comptroller General accepted the contention that "the solicitation requirement for three relevant questionnaires [relevant to bidder past performance] was **not a material requirement since it did not affect the price, quantity, quality, or delivery** of the services required." (At p 6.)
- c. Recall again, that delivery time is not as important as price, and that, in effect, shorter delivery time may not be even be *material* if there is a lower price bid.
 - (1) "**Delivery time may be considered as a factor in making an award to a responsive bidder only if his average delivery time bid is at least ten percent (10%) shorter** than the average delivery time of a lower price responsive bidder **and if the price offered by the bidder offering the faster delivery or performance does not exceed one hundred five percent (105%) of the lower price bidder**". (5 GCA § 5010; see Article II.K, above.)
- d. Minor mistakes are immaterial so can be corrected after bid opening, before award. The Procurement Officer **shall waive or allow the bidder to correct** minor mistakes. (2 GAR § 3109(m)(4)(B).)
- e. "A deviation that does not materially affect the price, delivery time, quality, or quantity of the item solicited is considered a minor waivable informality. [Footnote omitted.] Those four elements – price, delivery time, quality, and quantity, sometimes referred to as the "PDQQ rule" – are the essential elements of any invitation for bid." (FedGov Construction Contracts, p. 18.)

- f. The Hawaii Intermediate Court in the *Okada Trucking* case, *supra*, quoted with approval the US Claims Court case in *Blount, Inc. v. United States*, 22 Cl.Ct. 221 (1990): “[A] bid which contains a material nonconformity must be rejected as nonresponsive. Material terms and conditions of a solicitation involve price, quality, quantity, and delivery.” (Emphasis added.)
- g. Manifest mistakes are “clearly evident on the face of the bid” and “shall be corrected to the intended correct bid and may not be withdrawn”. Examples include “typographical errors, errors in extending unit prices, transportation errors, and [obvious] arithmetical errors”.
- h. Low bids can be **withdrawn** but **not corrected** if the mistake is obvious but the intended bid amount is not clearly evident.
- i. When a mistake is suspected, the Procurement Officer “should request the bidder to confirm the bid”. Examples include errors on the face of the bid or a bid unreasonably lower than the other bids submitted. The bidder can confirm, correct or withdraw the bid under the conditions noted above.
- j. Any kind of mistake can allow a bidder to *withdraw or correct* a bid **prior to the time set for bid opening** because bids are not firm until then.
- k. **After award**, mistakes cannot generally be corrected unless the Head of the purchasing agency determines it would be *unconscionable* not to allow the correction.
- l. Noncompliance with the requirements to provide **bid security** “requires the bid to be rejected unless ... it is determined that the bid fails to comply in a non-substantial manner....” (5 GCA § 5212(e).)

(1) In *Appeal of Madigan Construction Company, Inc.*, MSBCA No. 1350 October 26, 1987, the Board ruled that the Appellant’s bid bond was nonresponsive and incapable of being adjudged an immaterial clerical error when the name of the obligee (the government agency) was that of another entity and the effective duration of the bond was 60 days rather than the required 90 days.

- 3. Note that when there is an extraordinary difference in price between the accepted bid and a lower bid rejected as non-responsive, the materiality of the reasons given for rejecting the low bid are closely scrutinized, assessing such matters in terms of the dollars associated with the non-responsive items

against the excessively higher bid, as a whole, to arrive at, perhaps, a different conceptual meaning of "material in all respects". That is, the question of what is material is, to a degree, a question of relativity dependant upon the facts of a particular case.

- a. In her Decision in In the Appeal of O&M Energy, S.A., OPA-PA-08-004, the Public Auditor found "[t]he fact that TEMES' bid was six million dollars over O&M's bid indicates that GPA may not have done sufficient analysis as to the cost of the four items it deemed to be non-responsive...." (At p 3.)
- b. In support of her authority to cancel the bid in that case, the Public Auditor referred to her jurisdiction "to promote the integrity of the procurement process and the purposes of the Procurement Act," as well as other case law she cited as holding "the purpose of statutes, charters or ordinances requiring competitive bidding is to guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work or supplies at the lowest price practicable and they are enacted for the benefit of the property holders and taxpayers, and not for the benefit of enrichment of bidders, and should be construed and administered as to accomplish such purpose fairly and reasonably with sole reference to public interest." (*Id.*)
- c. The Public Auditor found, "GPA did not engage in the required determination of materiality," adding "the issue is whether O&M was non-responsive, or whether the irregularities found in their bid submission might be determined to be waivable [sic] irregularities." (*Id.*, at p 5.)

K. What is a **Responsible** bidder?

1. A *Responsible Bidder* "means a person who has the **capability** in all respects to perform fully the contract requirements, **and** the **integrity and reliability** which will assure good faith performance." (5 GCA § 5201(f).)
 - a. **Capability** is determined as of the time of award. (2 GAR § 3101(1).)
 - b. "Responsibility refers to a bidder's **apparent ability** and *capacity* to perform, and it is determined any time prior to award ... (bidder's failure to submit **with its bid** preaward information to determine the bidder's ability to perform the work solicited does not render bid *nonresponsive*)." (ABA Contract Deskbook, p. 65.)
 - c. The author has the view that the determination of *capability* is more objectively determined than *integrity*, which is a more subjective

Exhibit “O”



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

Lieutenant Governor



Carl V. Dominguez
Director
Jessie B. Palican
Deputy Director

July 15, 2014

Please see the following response and or recommendations (posted in blue) regarding the questions and concerns, from potential bidders relative to GSA- 0065-14 (School Bus 60 Passengers).

Questions from "Triple J" July 10, 2014

1) Request for delivery time to be extended from 180 days to 240 days.

DPW Response: Because of the urgent need for school buses, it is preferred that this requirement remains as is. However, GSA may elect to consider extended delivery periods based on the certifications of factory production schedules that do not allow the product to be delivered within the required time frame.

GSA should provide advisement relative to this subject.

2) Request for a 9 day extension to the bid opening.

DPW Response: GSA should provide its determination in this regard.

Exhibit "P"



Anita Cruz < anita.cruz@gsa.guam.gov>

DOI Grant school bus and Heavy Equipment

2 messages

Paul N.I. Cepeda < paul.cepeda@dpw.guam.gov>
To: Anita Cruz <anita.cruz@gsa.guam.gov>

Wed, Apr 16, 2014 at 7:28 AM

Hi Anita,

Just following up on the bid status of the DOI school buses and heavy equipment. we were hoping that the school buses would arrive before the school opening but now it seem it won't come in on time..

Thanks
Paul

Anita Cruz < anita.cruz@gsa.guam.gov>
To: "Paul N.I. Cepeda" <paul.cepeda@dpw.guam.gov>

Wed, Apr 16, 2014 at 7:50 AM

Hi Paul

The School Bus was put on our website as an RFI to get responses from prospective bidders. I did receive a response two (2) days ago so I will work on that and then send it to the Attorney Generals office for review and for their information and guidance.

In regards to Heavy Equipment's the requisition were only received by GSA on Friday from Elizabeth Barcinas, DPW so that will be forward to the Attorney General's Office also.

Anita
[Quoted text hidden]

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