

II. APPEAL INFORMATION

- (A) Purchasing Agency: General Services Agency o/b/o Guam Police Department.
- (B) Identification/Number of Procurement, Solicitation, or Contract: IFB NO.: GSA-135-15 for Sport Utility Vehicle Gasoline, Five (5) Passenger (Latest Model).
- (C) Decision being appealed was made on November 19, 2015 by Claudia S. Acfalle, Chief Procurement Officer, GSA, and received by Triple J Motors on November 23, 2015.
- (D) Appeal is made from: Decision on November 11, 2015 Protest of Method, Solicitation, or Award.
- (E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:
- (i) Atkins Kroll, Inc.
 - (ii) Cars Plus

A. STATEMENT OF GROUNDS FOR APPEAL

1. This Appeal arises out of the General Services Agency ("GSA") decision on Triple J Motors ("Triple J")'s protest, which protest was lodged with GSA on November 11, 2015. A true and correct copy of Triple J's November 11, 2015 protest letter is attached hereto as **Exhibit "A"**. GSA rendered a decision on Triple J's protest on November 19, 2015, which was received by Triple J on November 23, 2015. A true and correct copy of GSA's decision on Triple J's protest is attached hereto as **Exhibit "B"**. Specifically, Triple J appeals GSA's determinations that: (1) there was no specific standard in the bid for the rear seat specifications; (2) the standard stated in the bid was "Plastic Seat Cover---Hard"; (3) the winning bidder indicated that it will meet the rear seat specification requirements of the bid, IFB Bid Number GSA-135-15 ("IFB" or "the bid"); (4) the winner bidder properly and satisfactorily clarified its bid submittal; and (5) the winning bidder will meet the "column shift" transmission requirement of the bid.

2. On September 28, 2015, Charlie Reynolds of Triple J sent a letter to GSA requesting to view the bid packages submitted by the competing bidders, Atkins Kroll, Inc. and Cars Plus. A true and correct copy of this letter is attached hereto as **Exhibit "C"**. After reviewing the bid submittals of these competing bidders, Triple J sent a letter to GSA on October 5, 2015, noting, among other things, that it was apparent that Cars Plus did not meet the rear prisoner transport seat requirements delineated on Page 30 of the bid under "Seat Specifications," as Cars Plus had offered a plastic seat cover instead. A true and correct copy of this letter is attached hereto as **Exhibit "D."**

3. On November 4, 2015, GSA sent a responsive letter to Triple J and stated that GSA had requested clarification from Cars Plus regarding Cars Plus' statement in their offer that provided "YES, rear plastic covers" in the bidding remarks for that item, and that Cars Plus had stated that they are complying with the requirements of the bid. A true and correct copy of this letter is attached hereto as **Exhibit "E"**.

4. On the same day, November 4, 2015, GSA issued a Bid Status for Triple J, which stated that Triple J's bid was rejected due to high price. A true and correct copy of this Bid Status is attached hereto as **Exhibit "F"**. Upon information and belief¹,

¹ Some of the allegations contained in this appeal are made "upon information and belief." On the morning of December 1, 2015, Triple J made a timely Sunshine Act Request to GSA to obtain documentation and other information in support of this appeal. A true and correct copy of Triple J's Sunshine Act Request letter is attached hereto as **Exhibit "G"**. On the last business day before the deadline for responding to Triple J's Sunshine Act Request, GSA issued a Friday afternoon letter, which sought to "invoke" a ten-day extension for responding to Triple J's Sunshine Act Request, without sufficient justification or any reason explicated for GSA to do so. A true and correct copy of GSA's response to Triple J's Sunshine Act Request is attached hereto as **Exhibit "H"**. By reply, Triple J sent a follow-up letter to GSA, advising GSA of the material prejudice Triple J will suffer if GSA does not provide the requested documents without sufficient and valid reasons for withholding this procurement data. A true and correct copy of Triple J's reply letter to GSA is attached hereto as **Exhibit "I"**. Accordingly, Triple J expressly hereby reserves the right to supplement this appeal once it receives the documentation and other information that is being wrongfully withheld by GSA, and Triple J expressly hereby reserves the right to file additional protests or take other actions against GSA for withholding this procurement data, and reserves all other rights under applicable law. Due to the statutory deadline for filing an appeal with

Atkins Kroll, Inc.'s bid was rejected due to non-conformance with the requirements of the IFB. Accordingly, but for Cars Plus having a lower bid price, Triple J would have been the lowest responsible and responsive bidder, and would have therefore received an award under this bid. A true and correct copy of the Abstract of IFB reflecting the ranking of bidders by price is attached hereto as **Exhibit "J"**.

5. On November 11, 2015, Triple J lodged a formal protest with GSA. See Ex. "A". Therein, Triple J reiterated that, based on GSA's responses to Triple J's concerns over whether Cars Plus's bid met the rear seat specifications required on page 30 of the IFB, Cars Plus's bid did not comply. *Id.* In its protest, Triple J explained that the specification – "Rear seat, prisoner transport hard plastic" – requires a special type of seat that is currently utilized and required by the Guam Police Department ("GPD") for most of their patrol vehicles, and that it is an expensive piece of specialty equipment that replaces – as opposed to simply covering – the entire rear standard vehicle seat. *Id.* As Triple J noted in its protest, Triple J has previously provided this specialty item when required by GPD in previous bids. *Id.* A true and correct copy of select pages of Bid Invitation No. GSA-097-13 and Bid Invitation No. GSA-041-14 and corresponding specifications for rear seats of police vehicles are attached hereto as **Exhibit "K"**. Triple J noted in its protest that the function and cost of this specialty item, as compared with a simple plastic covering, is in no way comparable, and would therefore have a material, prejudicial effect on the bid prices submitted by the competing bidders. See Ex. "A".

the OPA of a purchasing agency's decision on a procurement protest, however, Triple J was compelled to file this appeal before it was able to obtain the procurement data wrongfully withheld by GSA in this matter.

6. Additionally, Triple J protested on the grounds that Cars Plus's bid did not meet the specifications for a "column shift" transmission required on page 29 of the bid. *Id.* As Triple J noted in its protest, upon information and belief, the Dodge Durango offered by Cars Plus is not equipped with the required "column shift" transmission, which, like the rear prisoner transport seat, is a unique item that is not typically available on the less expensive, general purpose Special Service Vehicles such as those offered in Cars Plus' bid. A true and correct copy of news articles comparing the rear seats offered by the 2014 and 2015 Dodge Durango models with those offered by the Ford Interceptor models is attached hereto as **Exhibit "L"**.

7. By its protest, Triple J expressed to GSA that Triple J was the only responsive bidder for this procurement, and should therefore receive the award. See Ex. "A". Notwithstanding, GSA denied Triple J's protest, claiming that there was no specific standard in the bid for the rear seat requirements, and identified that Cars Plus will meet the alleged standard of "Plastic Seat Cover---Hard," which is nowhere to be found in the IFB. See Ex. "B". Further, GSA claimed that Cars Plus had "clarified" its submittal and will meet the "column shift" requirement, without explaining how this is possible in light of the concerns and issues raised by Triple J in its protest, namely, that the Dodge Durango being offered by Cars Plus does not come equipped with a "column shift" transmission as required by the IFB. *Id.*

8. Accordingly, Triple J files this OPA appeal to challenge GSA's decision on Triple J's protest, on the aforesaid grounds that Cars Plus' bid was not responsive and should therefore be rejected, and to seek a determination that, as the lowest responsible and responsive bidder, Triple J is entitled to receive the award under this

IFB. As discussed below, specific standards for the rear seat were specified and required under the bid, and Cars Plus's submitted bid did not meet those requirements. Otherwise, GSA's determination that a plastic seat cover would be sufficient to meet the requirements of the bid—as opposed to a full replacement of the rear seat with a prisoner transport seat—results in unfair competition and material prejudice to Triple J, particularly where Triple J's bid price would be substantially lower if it had been allowed to offer a simple plastic cover for the rear seat. Further, GSA's determination that Cars Plus will meet the "column shift" requirement was erroneous, and GSA failed to explain how, upon alleged "clarification" by Cars Plus, its Dodge Durango offer was able to meet this specific bid requirement. Thus, Triple J respectfully submits that GSA has accepted a materially-altered or corrected bid without sufficient justification and in violation of the Guam Procurement Law, as explained in greater detail below.

Jurisdiction for Appeal

9. Triple J Motors is an actual bidder for this IFB, and is aggrieved in connection with the method of source selection, solicitation, or award of a contract. In accordance with Title 5 Guam Code Annotated ("GCA") § 5425(e), Triple J hereby appeals GSA's protest decision, which decision was rendered pursuant to 5 GCA § 5425(c). The Public Auditor has jurisdiction over this appeal pursuant to 5 GCA § 5703.

Arguments in Support of Appeal

10. Guam's Procurement Law provides for the promotion of specified, underlying purposes and policies. See 5 GCA § 5001; see also 2 Guam Administrative Rules and Regulations ("GAR"), Div. 4, § 1102. Among these underlying purposes and

policies are to "provide for increased public confidence in the procedures followed in public procurement," to "ensure the fair and equitable treatment of all persons who deal with the procurement system of this Territory," to "provide safeguards for the maintenance of a procurement system of quality and integrity," and to "require public access to all aspects of procurement consistent with the sealed bid procedure and the integrity of the procurement process." See 5 GCA § 5001; 2 GAR, Div. 4, § 1102. Further, Guam's Procurement Law mandates that "all parties involved in the negotiation, performance, or administration of territorial contracts . . . act in **good faith**." 5 GCA § 5003 (emphasis added); see also 2 GAR, Div. 4, § 1105.

11. When Triple J raised its concerns to GSA that Cars Plus' bid was non-responsive, GSA chose to ambiguously respond by stating that Cars Plus' bid submittal, which provided for "rear plastic covers" as opposed to an integrated prisoner transport rear seat, was "clarified" such that Cars Plus will be "complying with the requirements of this bid." See Ex. E. This can only mean one of two things: (1) either Cars Plus has improperly modified or corrected its bid after bid opening, which was then improperly accepted by GSA; or (2) GSA has chosen, despite the requirements of the IFB, to accept plastic covers as opposed to an integrated prisoner transport rear seat, which materially prejudices Triple J and its bid price and submittal, and which therefore renders this procurement void.

12. Assuming the former (i.e., improper modification or correction of Cars Plus' bid after bid opening), Cars Plus and GSA would be in violation of Guam's Procurement Law if Cars Plus was allowed to amend its bid at that post-opening stage in the procurement process. Under the Procurement Law, a "responsive bidder" is a

"person who has submitted a bid which **conforms in all material respects** to the Invitation for Bids." 5 GCA § 5201(g) (emphasis added); *see also* 2 GAR, Div. 4, §§ 1106(38) & 3109(n)(2). Unless authorized by law, bids are to be "unconditionally accepted without alteration or correction," and bid evaluation includes acceptability criteria, including but not limited to, "suitability for a particular purpose." 5 GCA § 5211.

If a bid offer does not meet the acceptability requirements, including conformity with the purchase description requirements, the bid "**shall be rejected** as nonresponsive." *See* 2 GAR, Div. 4, § 3109(n)(3) (emphasis added); *see also* 2 GAR, Div. 4, § 1106(20) ("*Shall* denotes the imperative" (emphasis in original)). Absent authority under Guam's Procurement Law, Cars Plus' bid must be rejected for failure to comply with the explicit rear seat specifications identified in the IFB. *See, e.g.,* 2 GAR, Div. 4, § 3115(e)(3).

13. Guam's Procurement Law also sets out particular requirements governing late modifications and the correction of bid mistakes. "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**." 2 GAR, Div. 4, § 3109(k)(1). With exceptions not applicable here, no late bid or late modification will be considered. *Id.*, § 3109(k)(2). Guam's Procurement Law provides only limited, exceptional cases for mistakes in bids to be corrected after opening. Specifically, the Procurement Law only allows "minor informalities" to be waived or corrected, such as matters of form or insignificant mistakes, and these can only be waived if there will be no prejudice to other bidders. *See id.*, § 3109(m)(4)(B). In other words, GSA is only allowed to waive or accept the correction of minor informalities or insignificant mistakes when "the effect on price, quantity, quality,

delivery, or contractual conditions is negligible." *Id.* If, upon GSA's request for clarification, Cars Plus had alleged mistake, GSA only had the legal authority to confirm the bid if the statutory and regulatory conditions for correction of bid mistakes were sufficiently met, and these requirements were not met. *See Id.*, § 3109(m)(3); *see also* 5 GCA § 5211(f) ("After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Territory or fair competition shall be permitted.").

14. If Cars Plus made a voluntary, judgmental decision to initially offer plastic seat covers as opposed to a fully integrated prisoner transport rear seat, and then subsequently, after bid opening, offered to provide the integrated prisoner transport rear seat required by the bid's specifications, then this error in judgment is fatal to Cars Plus' bid. *See* 2 GAR, Div. 4, § 3109(m)(1) ("If the mistake is attributable to an **error in judgment, the bid may not be corrected.**" (emphasis added)). Moreover, even if Cars Plus corrected its bid because of an "inadvertent, nonjudgmental" mistake, careful consideration is required by GSA to ensure the aforementioned underlying purposes and policies of Guam's Procurement Law will be served, including to protect "the integrity of the competitive bidding system" and "to assure fairness." *Id.* Correction of a nonjudgmental mistake is not allowed where it is "contrary to the interest of the [T]erritory or the fair treatment of other bidders." *Id.*

15. Assuming the latter (i.e., GSA has chosen to accept plastic seat covers as opposed to a fully integrated prisoner transport rear seat), this decision was in violation of Guam's Procurement Law and inflicts material prejudice on Triple J. In instances such as this, where "ambiguous or otherwise inadequate specifications were part of the

solicitation" or where "the solicitation did not provide for consideration of all factors or significance to the [T]erritory," it is in the best interest of the Territory to reject all bids. See 2 GAR, Div. 4, § 3115(d)(2)(A). Had GSA wanted to allow, as an alternative, a plastic seat cover as opposed to a prisoner transport rear seat, GSA was required to make its specifications clear to avoid prejudice to bidders resulting from the ambiguity.

16. In either instance, the material prejudice to Triple J and the disservice done to Guam's Procurement Law resulting from GSA's acceptance of Cars Plus' bid is readily apparent. Regarding the rear seat specifications, upon information and belief, the price difference between a mere plastic cover, as opposed to a fully integrated prisoner transport seat, is non-negligible and therefore material. The same is true for a column shift transmission, which is a specialty item and is substantially more expensive, as it requires modification of other standard components of the product offered.

17. Triple J's position is supported by the explicit requirements and instructions in the bid documents themselves. For example, the General Terms and Conditions applicable to this bid, specifically No. 6, required that "[b]idders shall comply with all specifications and other requirements of the Solicitation." A true and correct copy of the IFB General Terms and Conditions is attached hereto as **Exhibit "M"**. Additionally, where alternate item prices are provided, even if the minimum required specification is met, "cost and other factors will be considered," and a bidder's "[f]ailure to explain this requirement will result in rejection of the bid." See *id.*, No. 9; see also *id.*, No. 18 ("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.**" (emphasis added)).

18. Likewise, Triple J's position is corroborated by amendments to the bid. Specifically, on September 18, 2015, GSA issued Amendment #1 to the IFB, which changed the specifications of the product to be offered from five (5) passenger models to four (4) passenger models. A true and correct copy of Amendment #1 is attached hereto as **Exhibit "N"**. Amendment #1 makes it clear that a fully integrated prisoner transport rear seat was required, as opposed to a mere cover, because otherwise the seat capacity would be for five (5) passengers instead of four (4) passengers.

19. Triple J's position is also supported by the laws governing GPD and its needs, as well as the policies appurtenant thereto, including vital public policy and safety considerations. See, e.g., 10 GCA § 77124 ("The government shall provide the police officers with . . . all other supplies and equipment **necessary to carry out the mission of the [Guam Police] Department.**" (emphasis added)). For example, upon information and belief, the use of a fully integrated prisoner transport rear seat advances the necessary mission of GPD to promote safety, by preventing prisoners from hiding any weapons or contraband in seat pockets or crevices found in traditional rear seats, as well as the necessity of advancing hygiene and public health, by making it easy to comprehensively wash down and sanitize the rear seat. These important public policy and safety considerations and needs, to include the safety of law enforcement officers and the general public, are not assured by mere plastic covers such as those proposed by Cars Plus in its original bid.

20. The above grounds for appeal are equally applicable to Cars Plus' failure to meet the "column shift" transmission requirement of the IFB. Moreover, the IFB itself requires that a successful bidder must "furnish a certificate from the manufacturer

indicat[ing] that the goods meet the specifications." See Ex. "M", p. 23 of the IFB, No. 26. Upon information and belief, Cars Plus will simply not be able to meet the "column shift" transmission requirement of the bid because it is not offered in the latest model of the Dodge Durango, and Cars Plus will therefore not meet this explicit General Term and Condition, rendering its bid as non-responsive.

21. As with the fully integrated rear prisoner transport seat, GPD's need for a column shift transmission, as opposed to a normal transmission or a Floor Shifter, is also supported by salient public policies that are inherent in the work of the police department. Upon information and belief, these column shifters are specialty items required to ensure that there is enough space in the center console area for the vehicle to house the necessary safety and computer-based monitoring equipment that is required by GPD. Because the Dodge Durango does not offer a column shift transmission, the work of GPD will be hampered by a modified arrangement that is not compliant with the explicit specifications of the IFB governing the same.

B. PRAYER FOR RELIEF

Triple J seeks a decision and order from the OPA that rectifies GSA's erroneous determinations, made or otherwise implied in GSA's decision on Triple J's protest, that Cars Plus is the lowest responsible and responsive bidder and will comply with all of the explicit requirements of the IFB. Triple J prays for a determination that Cars Plus' bid must be rejected for failure to meet the explicit specifications of the IFB. Further, Triple J prays for a determination that Triple J is the lowest responsible and responsive bidder for this IFB and, therefore, Triple J prays for award under the IFB. Alternatively, Triple J prays that the entire solicitation be cancelled or revised to correct the ambiguous

language of the specifications, and that bidders be given a fair and equitable opportunity to respond to a new IFB, so that bidders, in the best interest of the Territory, can provide the best price for unambiguous specifications required by the IFB and correctly address the salient needs of GPD at commensurate prices. 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 rescind its "Notice of Intent to Award" to Cars Plus, rescind Triple J's Bid Status, and issue a "Notice of Award" to Triple J as the lowest responsible and responsive bidder, after being ordered by OPA to lift the Stay of Procurement to proceed in accordance with OPA's decision on this appeal.

2. That OPA issue a determination that GSA violated Guam's Procurement Law by accepting a late modification or bid correction from Cars Plus without the requisite elements of late or corrected bids being met.

3. Alternatively, that GSA cancel and re-bid this procurement with clearer, unambiguous specifications to allow for fair and equitable treatment of all bidders, and to avoid prejudice to bidders and the Territory alike, which may require brand name designations for certain aspects of the needed product, and/or consultation with bidders and the using agency to put together cohesive specifications for a product that conforms with the needs of GPD and complies with all laws, rules, and regulations governing this procurement.

4. That OPA award to Triple J Motors its costs and fees involved in its bid preparation, protest, and this appeal.

5. That OPA provide to Triple J all such other and further relief as it may deem proper and just, in promotion of the underlying purposes and policies of Guam Procurement Law and in the best interests of the Territory of Guam.

C. SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS

Exhibit "A"	Triple J Protest Letter	November 11, 2015
Exhibit "B"	GSA Decision on Protest	November 23, 2015
Exhibit "C"	Letter from Triple J to GSA	September 28, 2015
Exhibit "D"	Letter from Triple J to GSA	October 5, 2015
Exhibit "E"	Letter from GSA to Triple J	November 4, 2015
Exhibit "F"	Triple J Bid Status	November 4, 2015
Exhibit "G"	Triple J Sunshine Act Request	December 1, 2015
Exhibit "H"	Letter from GSA to Triple J	December 4, 2015
Exhibit "I"	Letter from Triple J to GSA	December 7, 2015
Exhibit "J"	Abstract of IFB	September 25, 2015
Exhibit "K"	Seat Specifications from Prior Bids	June 2013 & April 2014
Exhibit "L"	Dodge Durango vs. Ford Interceptor	October 2013 & 2014
Exhibit "M"	IFB General Terms and Conditions	September 10, 2015
Exhibit "N"	IFB Amendment #1	September 18, 2015

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.

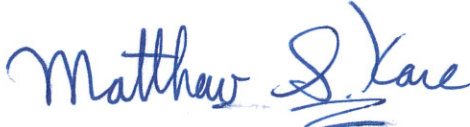
Submitted this 9th day of December, 2015.

By:



JAY JONES
Appellant's Duly Authorized Representative
470 N. Marine Corps Drive
Tamuning, Guam 96913
(671) 646-9126

By:



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



GOVT OF GUAM
G.S.A.

2015 NOV 12 AM 11:00

RF

RECEIVED

Nov 11, 2015

Procurement Office
General Services Agency

RE: Protest of GSA-135-15 Guam Police Dept (Sport Utility Vehicle- Police
Interceptor)

This letter is an official protest of the "Intent of Award" to Cars Plus LLC the above procurement. This protest is based on our Oct 05, 2015 letter to GSA regarding the "Plastic Seat Covers" offered in the bid package submitted by Cars Plus LLC on Sept 25, 2015. Based on the response to this letter, it was apparent to us that the specifications were not met by Cars Plus.

Although Cars Plus may have eventually stated they will meet the specifications, their bid offer did not comply. With reference to Page 30 under SEATS: "Rear Seat, Prisoner Hard Plastic" - this is a special type of seat currently being utilized, and required by GPD for most of their patrol vehicles. This Prisoner Transport seat is an expensive piece of specialty equipment that replaces the entire rear standard vehicle seat. Triple J has provided this seat type on this, and previous bids, when required by GPD. This special rear police seat package is in no way comparable in function or cost to the "Plastic Seat Covers" provided for in the Cars Plus bid package.

In addition to the above non-compliance, it is our understanding the Dodge Durango is not equipped with a 'Column Shift' Transmission as required on page 29 under the transmission specifications. The Column Shift feature is unique to actual purpose built Police Vehicles like the Ford Interceptor. It is typically not available on less expensive general purpose Special Service Vehicles for Police use such as the vehicles provided by Cars Plus.

Considering the above information we feel it is clear that Triple J was the only responsive bidder for this procurement and should be awarded accordingly.

Sincerely,

Charlie Reynolds
Fleet & Commercial Sales Manager
Cell Ph: 687-1280
DL: 648-6010

TRIPLE J MOTORS

P.O. BOX 6066 • TAMUNING, GUAM 96931 • TEL: (671) 648-6010 • FAX: (671) 648-6051
Cell: (671) 687-1280

EXHIBIT "A"

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

Ray Tenorio
Lieutenant Governor

Anthony C. Blaz
Director

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

November 19, 2015

Memorandum

Mr. Charlie Reynolds
Fleet and Commercial Sales Manager
Triple J Enterprises
P.O. Box 6066
Tamuning, Guam 96931

RECEIVED:	Jeng
	Print/Signature
DATE: 11/23/15	TIME:

Re: Protest on 135-15

We are in receipt of your protest dated November 11, 2015, in which you raised two issues:


Issue 1: The submitted of the "plastic seat cover" by the winner bidder does not meet the seat currently utilized, and required by the Guam Police Department as it is a specialty equipment

GSA Response to Issue 1: There was no specific standard stated in the bid, only "Plastic Seat Cover---Hard". The winning bidder indicated that it will meet this requirement.

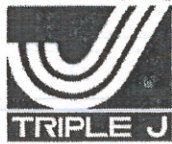
Issue 2: The submitted bid is for a vehicle that does not have a "Column Shift" as required on page 23.

GSA Response to Issue 2: The winning vendor has clarified its submittal and the using agency is satisfied that it meets the "column shift" requirement.

Based upon the above, your protest is deemed to be without merit and is hereby DENIED. You have the right to seek any administrative or judicial right authorized by law.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Customers First



Sept 28, 2015

Claudia S. Acfalle
Chief of Procurement
General Services Agency

Re: GSA-135-15 Guam Police Dept (Sport Utility Vehicle)

This letter is to request to view the bid packages submitted by Ak & Cars Plus on 9/25/15.

Please contact me with any questions you may have.

Thank you,



Charlie Reynolds
Fleet & Commercial Sales Manager
Cell Ph: 687-1280

TRIPLE J MOTORS

P.O. BOX 6066 • TAMUNING, GUAM 96931 • TEL: (671) 648-6010 • FAX: (671) 648-6051
Cell: (671) 687-1280

EXHIBIT "C"



Oct 05, 2015

Procurement Office
General Services Agency

RE: GSA-135-15 (9/25/15) Guam Police Dept (Sport Utility Vehicle for Law Enforcement Service)

Please note the following regarding the above procurement.

It seems Triple J may have been the only responsible bidder in the above procurement for police SUV's. Upon review of the bid packages it's apparent that Plus did not meet the Plastic Rear Transport Seat Requirement, page 30 in "Seat Specifications" If I'm not mistaken I believe they offered a Plastic Seat Cover instead.

In addition if I'm not mistaken AK did not comply with the 120 delivery time.

Please contact me with any questions you may have.

Thank you,

A handwritten signature in black ink, appearing to be "CR" or similar initials, written over a horizontal line.

Charlie Reynolds
Commercial Sales Manager
Cell Ph: 687-1280

TRIPLE J MOTORS

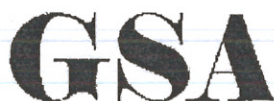
P.O. BOX 6066 • TAMUNING, GUAM 96931 • TEL: (671) 648-6010 • FAX: (671) 648-6051
Cell: (671) 687-1280

EXHIBIT "D"

Eddie Baza Calvo
Governor

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

Ray Tenorio
Lt. Governor



Anthony C. Blaz
Director, Dept. of Admin.

Deputy Director

November 04, 2015

Attn: Charlie Reynolds
Fleet & Commercial Sales Manager
TRIPLE J MOTORS
P.O. Box 6066
Tamuning, Guam 96931
Tel: (671) 648-6010 / Fax: (671) 648-6051

Re: GSA-135-15 Sports Utility Vehicles for Law Enforcement

Dear Mr. Reynolds;

Buenas yan Hafa Adail This is in reference to your memo received on October 05, 2015, regarding the above bid number GSA-135-15 for the Sports Utility Vehicles for Law. The requirement of delivery was 120 days upon receipt of purchase order.

In regards to the offer from Cars Plus for "Rear seat prisoner transport hard plastic". Clarification was requested in regards to their offer which states "YES, rear plastic covers" and has stated that they are complying with the requirements of this bid.

If you requirement further clarification please contact Ms. Anita Cruz at 475-1713 or by facsimile at 475-1727 thank you and have a great day.

Sincerely,

Handwritten signature of Claudia S. Acfalle
CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print	
ACKNOWLEDGEMENT COPY (Re-fax to GSA)	
Received By:	<i>CR</i>
Date:	<i>11-04-15</i>
Agency/Dept:	<i>TRIPLE J ENT. INC.</i>
Fax #: 472-4217	

EXHIBIT "E"

Accountability * Impartiality * Competence * Openness * Value

November 4, 2015

BID STATUS

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-135-15

OPENING DATE: September 25, 2015

SPORTS UTILITY VEHICLE, GASOLINE, 5 PASSENGER FRONT WHEEL DRIVE (LATEST MODEL)

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; (See Remarks)
 Non-conformance with requirement of IFB;
 High price
 Others

Remarks: _____

Bid recommended for award: Cars Plus in the total amount of \$199,108.00

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pickup your original bid status and cashier check/bid bond.

DAK 1/4
CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print
ACKNOWLEDGEMENT COPY (Re-fax to GSA)
Received By: <i>[Signature]</i>
Date: <i>11-04-15</i>
Agency/Dept: <i>TRIPLE J ENT INC</i>
Fax #: 472-4217

EXHIBIT "F"

CABOT
MANTANONA LLP

GOV'T OF GUAM
G.S.A.

DEC 1 AM
7015 NOV 31 PM 9:32

RE
RECEIVED

Attorneys at Law

Cesar C. Cabot, Esq.
Rawlen M.T. Mantanona, Esq.
Matthew S. Kane, Esq.
Deborah E. Fisher, Esq.
Andrew N. Porter, Esq.

Senior Of Counsel
David P. Ledger, Esq.

Of Counsel
Helkei S. Hemminger, Esq.
Catrina M. Campana-Wright, Esq.

December 1, 2015

VIA Hand Delivery

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

Re: **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-135-15, Sport Utility Vehicle
Gasoline, Five (5) Passenger (Latest Model)

Dear Ms. Acfalle:

Buenas and Hafa Adai. Please be advised that our law office represents Triple J. Enterprises, Inc. ("Triple J") in the above-mentioned bid. In that capacity, we respectfully request the information and documents listed below.

Triple J is one of the bidders to the General Services Agency ("GSA") Invitation for Bid No. GSA-135-15 for Sport Utility Vehicle Gasoline, Five (5) Passenger (Latest Model) (hereinafter referred to as the "IFB"). Triple J has filed a protest regarding the aforementioned IFB and requires additional information in aid of its expected appeal to the Office of Public Accountability ("OPA") of GSA's decision on Triple J's protest. On behalf of Triple J, please accept this request for information and documents requested under Guam's Sunshine Reform Act of 1999, as amended, Title 5 Guam Code Annotated ("GCA") §§ 10101, et seq.

For the purpose of this request, all documents or records requested relating to Bid Invitation No. GSA-135-15 are those documents or records created during the time period beginning on the date of the solicitation up to and including the date that this request is fulfilled, 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.

On behalf of Triple J, we respectfully request that the requested information and a copy of the following documents and photographs be provided to me, or that I be given access to the following documents within four (4) working days of your receipt of this request (5 GCA § 10103(d)):

1. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, pertaining to the solicitation related to the IFB (IFB No. GSA-135-15).
2. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, pertaining to any pre-bid conference related to the IFB.
3. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, pertaining to the bid evaluations related to the IFB.
4. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, pertaining to rejection of the bids received related to the IFB and any complaints or protests lodged concerning the IFB.
5. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, pertaining to the communications between the Chief Procurement Officer, his or her agent or delegate with authority to act on his or her behalf, and any other employee of the GSA related to the IFB.
6. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, pertaining to the communications between the Chief Procurement Officer, his or her agent or delegate with authority to act on his or her behalf, and any other person who is not an employee of the GSA related to the IFB.
7. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, identifying the members of the evaluation team related to the IFB, their qualifications, and their respective positions at their regular employment.
8. Please provide any and all documentation that you have that evidences the receipt of any and all bids for the IFB, receipt of any amendments or additional documents with the proper time stamping.

9. Please advise of any and all meetings between any members of the evaluation team related to the IFB and any prospective bidder.
10. Please state any of the bidders and their bids that have been rejected for the IFB, and any bid statuses or other documentation reflecting the same.
11. Please provide any and all scoring sheets that were used to evaluate each of the bids for the IFB.
12. Please provide the ranking of all the successful bidders for the IFB.
13. Please provide any and all justification for rejection of any bid offerors for the IFB.
14. Please provide any memorandums or notes of any and all meetings by the evaluation committee from the date of the receipts of the bids for the IFB.
15. Please identify which bids were determined to be non-compliant or rejected for the IFB.
16. Please identify which bids were determined to be non-responsive to the IFB.
17. Please identify which bidders were determined to be non-responsive to the IFB.
18. Please provide the name of the individual or individuals tasked with security of the bids for the IFB.
19. Please provide any and all correspondence, documentation, or other information received, sent, or used by GSA to issue its decision on Triple J's protest, which decision was issued on November 19, 2015 and received by Triple J on November 23, 2015.
20. Please provide any and all correspondence, documentation, or other information received, sent, or used by GSA to determine that there was "no specific standard stated in the bid" with respect to the rear plastic prisoner seat required by the bid, and please identify whether the winning vendor will be providing a built-in prisoner seat or simply a plastic cover.
21. Please provide any and all correspondence, documentation, or other information received, sent, or used by GSA to determine that the winning vendor has "clarified its submittal and the using agency is satisfied that it meets the 'column shift' requirement," including the exact clarification

- provided by the winning vendor and the bases for determining the sufficiency of the same.
22. Please provide any and all correspondence, documentation, or other information received, sent, or used by GSA to determine that the winning vendor has met the requirements of providing an "equivalent loaner vehicle" as part of the bid requirements, including details of how this requirement was factored into the winning vendor's bid price and tender.
 23. Please identify the bases for issuing Amendment #1 on or about September 18, 2015, which amended the capacity from five (5) passenger to four (4) passenger, and please provide any and all correspondence, documentation, or other information received, sent, or used by GSA to make this determination, including but not limited to, whether the "[r]ear seat, prisoner transport hard plastic" requirement in the specifications mandated that the capacity be changed from five (5) passenger to four (4) passenger due the nature of that particular specification.

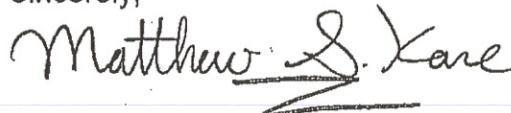
Again, this request is made on behalf of our client, Triple J, an official and aggrieved bidder to the aforementioned IFB, and also pursuant to the Sunshine Reform Act of 1999, as amended, 5 GCA §§ 10101, et seq.

If there are any fees charged for searching or copying the requested records, please let me know before fulfilling my request.

If you should deny any part of this request, please cite each exemption in law that you think justifies your refusal to release the information within four (4) days of your receipt of this request (5 GCA § 10103(d)). Please notify me of appeal procedures and other remedies available under the law.

Thank you in advance for your consideration of this request. Should you have any questions or concerns, please do not hesitate to contact me at (671) 646-2001.

Sincerely,



MATTHEW S. KANE

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

Ray Tenorio
Lieutenant Governor

Anthony C. Blaz
Director

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

Deputy Director

December 3, 2015

Mr. Matthew S. Kane
Cabot Mantanona LLP
929 S. Marine Corps Dr. Ste. 200
Tamuning, GU 96913
Telephone: (671) 646-2001
Facsimile: (671) 646-0777

CABOT MANTANONA LLP
Date: 12/04/2015
Time: 3:11pm
Initials: DW

**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-135-15, Sport Utility Vehicle Gasoline, Five (5) Passenger**

Dear Mr. Kane:

Hafa Adai! This is to acknowledge receipt of your correspondence dated December 1, 2015, and received by our office on the same day regarding the referenced subject matter above, and your request for a copy of the following:

1. Please provide any and all documents or records including, but not limited to letters, emails, and other forms of correspondence, however compiled, pertaining to the solicitation related to the IF (IFB No. GSA-135-15).
2. Please provide any all documents or records including, but not limited to letters, emails, and other forms of correspondence, however compiled, pertaining to any pre-bid conference related to the IFB.
3. Please provide any and all documents or records including, but not limited to letters, emails, and other forms of correspondence, however compiled, pertaining to rejection of the bids received related to the IFB and any complaints or protests lodged concerning the IFB.
4. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, pertaining to rejection of the bids received related to the IFB and any complaints.
5. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, pertaining to the communications between the Chief Procurement Officer, his or her agent or delegate with

COMMITTED TO EXCELLENCE

EXHIBIT "H"

authority to act on his or her behalf, and any other employee of the GSA related to the IFB.

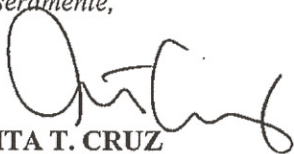
6. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, pertaining to the communications between the Chief Procurement Officer, his or her agent or delegate with the authority to act on his or her behalf, and any other person who is not an employee of the GSA related to the IFB.
7. Please provide any and all documents or records including, but not limited to, letters, emails, and other forms of correspondence, however compiled, identifying the members of the evaluation team related to the IFB, their qualifications, and their respective positions at their regular employment.
8. Please provide any and all documentation that you have that evidences the receipt of any and all bids for the IFB, receipt of any amendments of additional documents with the proper time stamping.
9. Please advise of any and all meetings between any members of the evaluation team related to the IFB and any prospective bidder.
10. Please state any of the bidders and their bids that have been rejected for the IFB, and any bid statuses or other documentation reflecting the same.
11. Please provide any and all scoring sheets that were used to evaluate each of the bids for the IFB.
12. Please provide the ranking of all the successful bidders for the IFB.
13. Please provide any and all justification for rejection of any bid offerors for the IFB.
14. Please provide any memorandums or notes of any and all meetings by the evaluation committee from the date of the receipts of the bids for the IFB.
15. Please identify which bids were determined to be non-compliant or rejected for the IFB.
16. Please identify which bids were determined to be non-responsive to the IFB.
17. Please identify which bidders were determined to be non-responsible to the IFB.
18. Please provide the name of the individual or individuals tasked with security of the bids for the IFB.
19. Please provide any and all correspondence, documentation, or other information received, sent, or used by GSA to issue its decision on Triple J's protest, which decision was issued on November 19, 2015 and received by Triple J on November 23, 2015.

20. Please provide any and all correspondence, documentation, or other information received, sent or used by GSA to determine that there was "no specific standard stated in the bid" with respect to the rear plastic prisoner seat required by the bid, and please identify whether the winning vendor will be providing a built-in prisoner seat or simply a plastic cover.
21. Please provide any and all correspondence, documentation, or other information received, sent, or used by GSA to determine that the winning vendor has "clarified its submittal and the using agency is satisfied that it meets the 'column shift' requirement," including the exact clarification provided by the winning vendor and the bases for determining the sufficiency of the same.
22. Please provide any and all correspondence, documentation, or other information received, sent, or used by GSA to determine that the winning vendor has met the requirements of providing an "equivalent loaner vehicle" as part of the bid requirements, including details of how this requirement was factored into the winning vendor's bid price and tender.
23. Please identify the bases for issuing Amendment #1 on or about September 18, 2015, which amended the capacity from five (5) passenger to four(4) passenger, and please provide any and all correspondence, documentation, or other information received, sent, or used by GSA to make this determination, including but not limited to, whether the "rear seat, prisoner transport hard plastic" requirement in the specifications mandated that the capacity be changed from five (5) passenger to four (4) passenger due to the nature of that particular specification.

The undersigned is invoking an extension to the FOIA deadline of four (4) working days from receipt of this request, for an additional 10 days to research and gather whatever documents are in the possession of General Services Agency to be copied.

If you have any questions, please contact me immediately.

Senseramente,


ANITA T. CRUZ
Acting Chief Procurement Officer

CABOT
MANTANONA LLP

Attorneys at Law

Cesar C. Cabot, Esq.
Rawlen M.T. Mantanona, Esq.
Matthew S. Kane, Esq.
Deborah E. Fisher, Esq.
Andrew N. Porter, Esq.

Senior Of Counsel
David P. Ledger, Esq.

Of Counsel
Helkel S. Hemminger, Esq.
Catrina M. Campana-Wright, Esq.

December 7, 2015

VIA Hand Delivery

Anita T. Cruz, Acting Chief Procurement Officer
General Services Agency
Government of Guam
148 Route 1, Marine Drive
Piti, Guam 96915

GOV'T OF GUAM
G.S.A.
2015 DEC -7 AM 11:15
RECEIVED

**Re: 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-135-15, Sport Utility Vehicle
Gasoline, Five (5) Passenger (Latest Model)**

Dear Ms. Cruz:

Buenas and Hafa Adai. Triple J is in receipt of your letter dated December 3, 2015, which was received by Triple J on December 4, 2015 at 3:11pm and which states that the General Services Agency ("GSA") is "invoking an extension to the FOIA deadline . . . for an additional 10 days to research and gather whatever documents are in the possession of [GSA] to be copied."

In order to comply with the statutory deadline for filing an appeal with the Office of Public Accountability ("OPA"), Triple J must obtain these records today in order to receive key information and documentation Triple J intends to use in support of its OPA appeal. Accordingly, GSA's failure to provide the requested documents by today, as requested, without sufficient justification under applicable law, constitutes material prejudice to Triple J that may have a deleterious effect on Triple J's ability to meaningfully appeal GSA's decision on Triple J's procurement protest lodged for the above-referenced bid.

In Triple J's Sunshine Act Request letter dated December 1, 2015, Triple J stated the following:

If you should deny any part of this request, please cite each exemption in law that you think justifies your refusal to release the information within four (4) days of your receipt of this request (5 GCA § 10103(d)). Please notify me of appeal procedures and other remedies available under the law.

Despite this clear request, GSA has failed to provide any justification or exemption for not releasing the information and documentation requested. Triple J can only assume that GSA is continuing to act in good faith, but nevertheless objects to GSA's "invoking" an extension without sufficient justification under applicable law.

Pursuant to 5 GCA § 10103(e):

(e) **In unusual circumstances**, the time limit prescribed in this Section may be extended up to ten (10) days, including Saturdays, Sundays and legal holidays, by written notice by the director of the agency or the director's designee to the person making the request, **setting forth the reasons for the extension** and the date on which a determination is expected to be dispatched. As used in this Section, unusual circumstances means:

(1) the need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request; or

(2) the need to search for, collect and appropriately examine more than ten (10) separate and distinct records which are demanded in a single request, or records that in total, are contained in five hundred (500) or more pages, or contain about two hundred fifty thousand (250,000) words, whichever is more.

5 GCA § 10103(e) (emphases added).

Again, nothing in GSA's unseasonable response letter, which seeks to invoke an extension to providing crucial documents in response to a timely Sunshine Act request, sets forth the reasons for the extension, let alone validly sufficient reasons that would justify the material prejudice Triple J will now suffer as it works toward its imminent OPA appeal filing deadline. Many of the requested documents are all part of one record – namely, the procurement record – and should already be organized and ready for copies to be made. Triple J does not understand why an additional ten (10) days are

needed by GSA to "gather whatever documents are in the possession of [GSA] to be copies" and nothing in GSA's responsive letter illuminates the reasons for that.

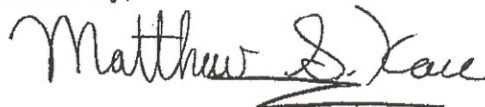
GSA is hereby on notice that Triple J will now have to make certain allegations upon information and belief as part of its OPA appeal, and, in light of GSA's unjustified failure to provide the requested documents to Triple J in a timely fashion, Triple J hereby reserves the right to amend its OPA appeal, and file additional protests, upon receipt and review of the documents requested. Triple J also hereby reserves the right to pursue an action for the improper withholding of procurement data, as allowed under Guam's Procurement Law and other applicable laws of the Territory of Guam.

Triple J is looking forward to receiving the information and documents it requested in its December 1, 2015 Sunshine Act Request letter so that it can fully establish the grounds for its OPA appeal and make informed decisions regarding the potential need to file additional protests in connection with the above-referenced bid.

Should GSA change its mind and seek to provide the Sunshine Act Request responsive information and documents by the end of today, December 7, 2015, close of business, Chamorro Standard Time, please advise soonest. For immediate contact, I can be reached at the following email address: mk@cmlaw.us

Thank you for your serious consideration of this important request and for your understanding of the prejudice Triple J will suffer if its Sunshine Act request is not fulfilled today. Again, all rights reserved by Triple J.

Sincerely,



MATTHEW S. KANE

MSK:scc



Department of Administration
 Government of Guam
ABSTRACT OF IFB

IFB Number: GSA-135-15
 Opening Date: 9/25/15
 Time: 2:00 pm

Number of Bidders: 3
 Number of Bids Received: 3
 Number of IFB Amendments: 1
 Destination: GPD

OFFEROR(S)	Acceptance Time	Delivery Acceptance	Delivery Specified IN IFB (60 Days)	A B C D E F G H								Item No.	Qty. Unit	Description	
				A	B	C	D	E	F	G	H				
3 Parkers Cashier BOH CK# 3824740 \$34635.60 15% of bid amt brochure submitted	9:00am	9/25		✓	✓	✓	✓	✓	✓	✓	✓	✓	1.1	280,991.00	Chevrolet Tahoe APV 2016 USA C
Cars PWS Bid amount # KIC 13836 -B Dodgebu insur- 15% to total bid amount, brochure submitted	8:45am	9/25		✓	✓	✓	✓	✓	✓	✓	✓	✓	44777.00	199,086.00	Dodge Chicago APV 2015 USA CO
Triple bid amount # GSA-135-15 Conting ins 15% of total bid amt brochure submitted descriptive literature	1:50pm	9/25		✓	✓	✓	✓	✓	✓	✓	✓	✓	58795.00	235,180.00	Ford Police Interceptor Patrol Utility 20

I hereby certify that all bids received in response to this invitation were opened under my personal supervision and that the same as of all bidders have been entered hereon.

Signature: *[Signature]* DATE: 9/25/15

LEGEND(S)
 (A) Non-Collusion
 (B) Disclosing Ownership and Commission Affidavit
 (C) DOL Wage Determination Affidavit
 (D) Bid-Bond Form
 (E) Ethical Standards Affidavit
 (F) No Gratuities or Kickbacks Affidavit
 (G) Restriction against Sexual Offenders Affidavit
 (H) Affidavit re Contingent Fees

EXHIBIT "J"

INVITATION FOR BID

ISSUING OFFICE:

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

DA L + Km Dolo
CLAUDIA S. ACFALLE
Chief Procurement Officer

2013

DATE ISSUED: June 3, 2013

BID INVITATION NO: GSA-097-13

BID FOR: POLICE PATROL VEHICLE, 2013-2014 INTERCEPTORS

SPECIFICATION: SEE ATTACHED

DESTINATION: GUAM POLICE DEPARTMENT

REQUIRED DELIVERY DATE: 90 DAYS UPON RECEIPT OF A PURCHASE ORDER.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00AM Date: 6/18/13 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:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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:

0A-097-13

6/0/13

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1.1	Police Patrol Vehicle 2013-2014 Police Interceptors As per the following specifications:	8	EA.	\$ _____	\$ _____

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.

The government reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as council deems to be in the best of the government.

NOTE: All vehicles shall be certified by the vehicle manufacturer as "Police Package", "Police Interceptor", "Police Pursuit" or "Suitable for Law Enforcement Service" and must have participated in the National Law Enforcement & Corrections Technology Center / Michigan State Police Vehicle Tests.

Each vehicle shall be new / unused, current model year production. Each vehicle 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 also be installed.

All vehicles shall meet the following minimum specifications:

SPECIFICATIONS:

BIDDING ON / REMARKS:

Engine:

Minimum 3.5 Liter V6 or larger, water cooled, gasoline and an Auxiliary engine oil cooler shall be installed as necessary to maintain oil operating temperatures not to exceed 300°F, maximum

Capacity: Five (5) Passenger or greater.

Body: Black and White on all doors and roof.

Electrical System:

The electrical system shall be 12 volt negative ground, 170 Amp high-output Alternator. All wiring shall include weather proof connectors

Battery:

The vehicle battery shall be the heaviest duty type available, compatible with the vehicle charging system and intended for police service. The vehicle battery shall have a minimum of 700 cold cranking amps (CCA) with rundown protection, with a manufacturing date not exceeding six (6) months prior to vehicle delivery.

Vehicles will not be accepted with batteries less than ninety-percent (90%) of full charge at time of delivery

Transmission:

The transmission shall be a 5-speed fully automatic transmission equipped With auxiliary transmission fluid coolers, if necessary, to maintain oil Operating temperatures not to exceed 275°F, maximum.

Wheel Base: The minimum wheelbase shall be no less than 110.5"

Drive Axle: Traction Control – Automatic

Suspension:

The front and rear suspension including independent strut, coil springs, shock absorbers shall be designed for police work. Front and rear stabilizer bars are required.

Steering:

The steering shall be Power Rack and Pinion. The power steering system shall be equipped with a fluid cooler, if necessary, to maintain power steering fluid operating temperatures not to exceed 300°F, maximum.

SPECIFICATIONS:

BIDDING ON / REMARKS:

Brakes:

The vehicle shall be equipped with an electronic stability program with brake assist and traction control. The brakes shall be power assisted, dual hydraulic and feature an anti-lock brake system (ABS). All four wheels shall be equipped with disc brakes. Friction material shall be designed for police applications.

Tires & Wheels:

Each vehicle shall be supplied with five (5) matching wheels and tires. A space saver type spare tire is not acceptable. The wheels shall have a safety ridge rolled into the rim or otherwise designed to prevent the tire from separating from the wheel in the event of a flat. Wheels shall be steel or aluminum alloy designed for police applications. Lug nuts shall be covered with a full size wheel cover. Manufacturer's Standard Tire Pressure Monitoring System shall be supplied. W-rated all season tires. Rim size no less than 17".

Seats:

Front seats shall be bucket type accommodating a center console. A 60/40 Split bench / bucket type seat is not acceptable. The driver's seat shall be power adjustable and shall be designed for maximum comfort, support and durability. The front and rear seat upholstery shall be woven synthetic cloth fabric. Rear seat, prisoner transport plastic or similar design.

Exhaust System: Dual Exhaust System

MISCELLANEOUS EQUIPMENT:

The vehicle shall be equipped with the following miscellaneous equipment:

- Fresh air type heater and defroster. Refrigeration air conditioning of a size and type recommended and installed by the manufacturer of the vehicle. Vehicle air conditioning system shall include any components required to protect the compressor from excessively high head pressure.
- Intermittent windshield wiper system.
- Fuel level and water temperature indicator gauges.
- 12-volt DC power outlet in front compartment.
- Dual electric horns or dual note horn.
- Halogen headlamps, high and low beam.
- Quick release style driver's side inside door handle to allow the driver's door to be unlocked by pulling on the inside handle.
- Driver and front passenger front impact air bag.
- Driver and front passenger side impact air bag.
- All four (4) doors shall contain power locking and unlocking mechanism controlled by switches located on the driver's side door control panel.
- All four (4) windows shall be power actuated and controlled from the driver's side door control panel with a lockout feature to prevent other windows from being operated with locked out by the driver.
- Rear window defogger/defroster on a separate switch.
- The vehicle shall use the same single key for ignition, driver door and trunk. A set of four (4) total keys shall be supplied for each vehicle. Keyed alike for all cars.

Rev H Ka 3/20/14

CLAUDIA S. ACFALLE
Chief Procurement Officer

GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915

DATE ISSUED: April 2, 2014

BID INVITATION NO: GSA-041-14

BID FOR: POLICE PATROL 4X4 SPORTS UTILITY (7 PASSENGER) VEHICLE LATEST MODEL

SPECIFICATION: See Attached

DESTINATION: GUAM POLICE DEPARTMENT ✓

2014

REQUIRED DELIVERY DATE: **120 DAYS UPON RECEIPT OF PURCHASE ORDER**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:30 PM, Date: 04/17/14 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.

(Handwritten circle around 04/17/14)

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:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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:

SPECIFICATIONS:

BIDDING ON / REMARKS:

Drive Train:

4WD or all wheel drive

Suspension:

The front and rear suspension including independent strut, coil springs, shock absorbers shall be designed for police work. Front and rear stabilizer bars are required.

Ground Clearance:

Minimum ground clearance 6"

Steering:

The steering shall be Power Rack and Pinion. The power steering system shall be equipped with a fluid cooler, if necessary, to maintain power steering fluid operating temperatures not to exceed 300°F, maximum. A tilt steering wheel is required.

Brakes:

The vehicle shall be equipped with an electronic stability program with brake assist and traction control. The brakes shall be power assisted, dual hydraulic and feature an anti-lock brake system (ABS). All four wheels shall be equipped with disc brakes. Friction material shall be designed for police applications.

Tires & Wheels:

Each vehicle shall be supplied with five (5) matching wheels and tires. A space saver type spare tire is not acceptable. The wheels shall have a safety ridge rolled into the rim or otherwise designed to prevent the tire from separating from the wheel in the event of a flat. Wheels shall be steel or aluminum alloy designed for police applications. Lug nuts shall be covered with a full size wheel cover. Manufacturer's Standard Tire Pressure Monitoring System shall be supplied. W-rated all season tires. Rim size no less than 17".

Seats:

Front seats shall be bucket type accommodating a center console. A 60/40 Split bench / bucket type seat is not acceptable. The driver's seat shall be power adjustable and shall be designed for maximum comfort, support and durability. The front seat upholstery shall be woven synthetic cloth fabric. Rear seat shall be a prisoner transport plastic with cargo barrier or similar design.

Exhaust System:

Dual Exhaust System

*Required on 2014 bid
4/17/14*

Radio: Standard AM/FM Radio

MISCELLANEOUS EQUIPMENT:

*Provided
BY Triple J.*

The vehicle shall be equipped with the following miscellaneous equipment:

- Fresh air type heater and defroster. Refrigeration air conditioning of a size and type recommended and installed by the manufacturer of the vehicle. Vehicle air conditioning system shall include any components required to protect the compressor from excessively high head pressure.
- Intermittent windshield wiper system.
- Fuel level and water temperature indicator gauges.
- 12-volt DC power outlet in front compartment.
- Dual electric horns or dual note horn.
- Halogen headlamps, high and low beam.

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Product News

Chrysler Updates 2014 Dodge Durango for Police

October 23, 2013 |



Photo courtesy of Chrysler.

The 2014 Dodge Durango Special Service SUV comes with various improvements and updates from the prior model-year, the most significant of which is a standard eight-speed transmission that Chrysler says will deliver up to a 15% improvement in fuel economy. Vehicle range is increased to 600 miles, from 550 miles the prior model-year.

Durango's standard 3.6L Pentastar V-6 engine is paired with the eight-speed transmission and generates 290 hp and 260 lb.-ft. of torque. The vehicle can tow up to a best-in-class 6,200 lbs. The V-6 Durango also features a best-in-class driving range of more than 600 miles on a tank and up to 25 miles per gallon.

The available 5.7L HEMI V-8 engine produces a best-in-class 360 hp and 390 lb.-ft. of torque with a best-in-class tow rating of 7,400 lbs. The engine's Fuel Saver Technology with cylinder-deactivation alternates between smooth, high-fuel-economy four-cylinder mode when less power is needed and V-8 mode when more power is in demand. Models with the HEMI V-8 engine achieve up to 23 miles per gallon.

The Special Service Durango also features a heavy-duty brake package, heavy-duty battery, 220-amp alternator, heavy-duty water pump and engine oil cooler, and a load leveling suspension.



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LINKS

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- 911 Signal USA Chrysler Dodge GM
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- Inc. Matthews Specialty Vehicles

Shots Fired Podcasts

Shots Fired: May 24, 2012 - Billings Montana

A burglary suspect opened fire on officers of the Billings Police Department, resulting in a search and a showdown. Shots Fired article written by Dean Scoville and read by Dan Hazeltine.

Shots Fired: October 28, 2009 - Pinellas County, Florida

Sergeant Raymond Fleming led a team of patrol officers in a blazing gunfight against a disturbed driver. Shots Fired article written by Dean Scoville and read by Dan Hazeltine.

EXHIBIT "L"

The customizable rear cargo area has under-floor storage compartments and additional storage in the side compartments. The Durango's third-row of seats is removed to provide fleet customers more cargo capacity.

Shots Fired: August 29, 2010 - Oklahoma City, Oklahoma

Officer Katie Lawson stopped to help a fellow officer at a DUI stop and came under fire from an unknown assailant. Shots Fired article written by Dean Scoville and read by Dan Hazelline.

* The new instrument panel features a redesigned center stack that houses the new 5-inch and 8.4-inch Uconnect touchscreens. The bottom of the center stack houses a new media hub with an SD card slot, USB outlet and auxiliary jacks, as well as a storage bin. The new center console features a segment-first rotary shifter. Manual shift functions have moved to paddle shifters on the back of the Durango's new steering wheel.



PW6 In-Car Camera System - PatrolWitness

The new PW6 In-Car Video System from PatrolWitness is compact, rugged, and...

The instrument cluster now includes a full-color 7-inch thin-film transistor (TFT) screen. Standard on all models, this screen allows for drivers to customize more than 100 ways how information is presented.

The vehicle comes with a 5-year/100,000-mile fully transferrable powertrain warranty.

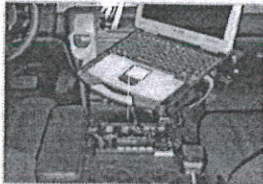
The Dodge Durango Special Service will be built at the Jefferson North Assembly Plant in Detroit. Chrysler Group fleet operations will start taking orders now, with production expected to begin in the fourth quarter of 2013.

Tags: [Specialty Vehicles](#) [Chrysler](#)

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Silver Ships, Inc. Delivers Law Enforcement Vessel to New York Constables

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Marshal Fine @ 10/25/2013 7:39 AM

Small town / rural Police Dept. We have a 2008 and a 2013 Durango. Gotta' say that they have been great cars. The 2008 has about 95k miles and we've spent NO money on it. Original front brakes!! Backs changed once. Tires, battery, and regular service !! That's it. MPG about 16 for the (4.7V8)'08 and about 18 for the (V6)'13. Not bad. Very reliable.. unlike all the other "cars" we've had in the past. Get ours from Thomas Dodge Fleet in Highland, IN. Couldn't be happier. Will order a 2014 next Jan. !! Your mileage may vary!!

Join the Discussion

Name *

E-Mail *



Serving the Country's Finest all across our Great as well as our Local Heroes here at home in Salem, Corydon, Scottsburg, and Greenville Ind

2015 Dodge Durango Police

Home > Shop > K2940F > 2015 Dodge Dur

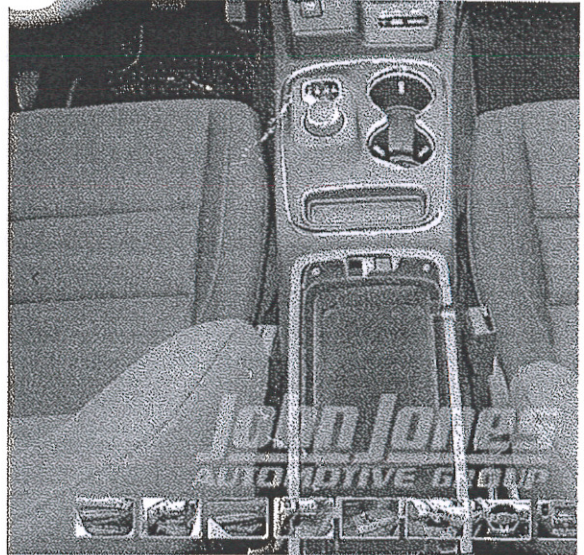
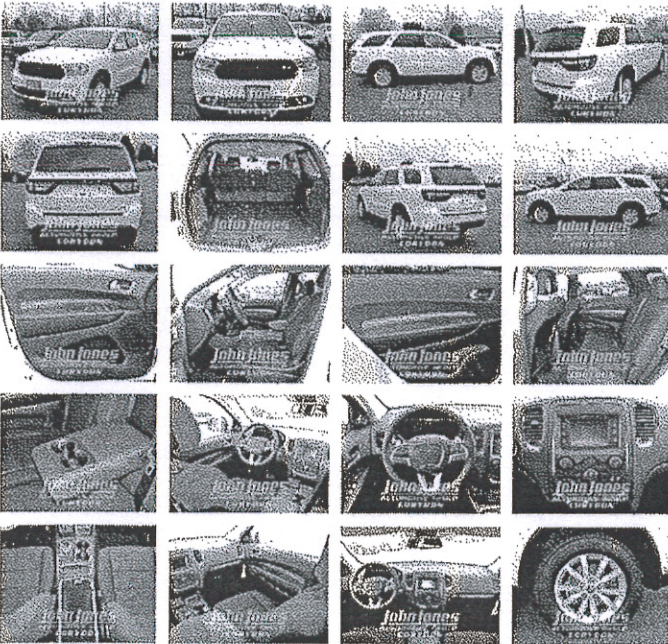


2015 Dodge Durango Police

SKU: 1C4SDJF13FC837935.

\$41,753.00 **\$34,558.00**

Individuals must be affiliated with an Emergency Service or Responder Unit to be qualified for purchase. The demands of fire and rescue work require a vehicle with exceptional maneuverability, power and fuel economy. That is where the Dodge Durango Special Service comes to work for you. Our winning engines are paired to an 8-speed transmission. They earn their stripes with abundant special features and notable improvements from the civilian version including heavy duty and suspension, impressive fuel mileage, abundant cargo and extraordinary towing capacities. Please call us at 877-477- more information.



18/21

Center console
Floor shift

DESCRIPTION

6 Speakers|AM/FM radio|Radio: Uconnect 5.0|Air Conditioning|Automatic temperature control|Front dual zone A/C|Rear air conditioning window defroster|Power driver seat|Power steering|Power windows|Remote keyless entry|Steering wheel mounted audio controls|Four independent suspension|Traction control|4-Wheel Disc Brakes|ABS brakes|Anti-whiplash front head restraints|Dual front impact airbags



Serving the Country's Finest all across our Great as well as our Local Heroes here at home in Salem, Corydon, Scottsburg, and Greenville Ind

2015 Dodge Durango Police

Home > Shop > K2949F > 2015 Dodge Dur

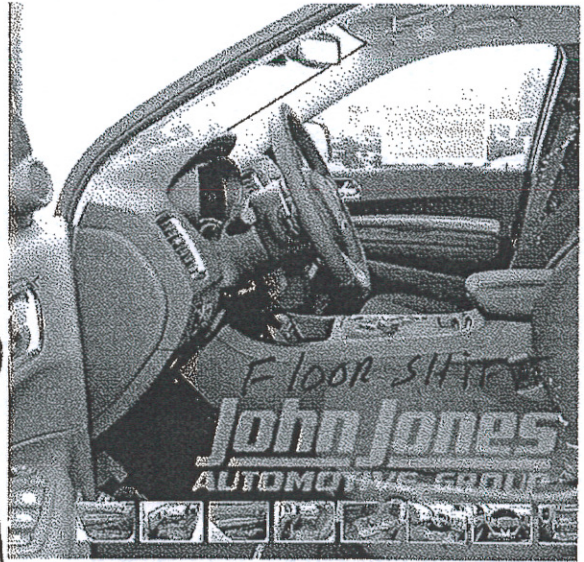
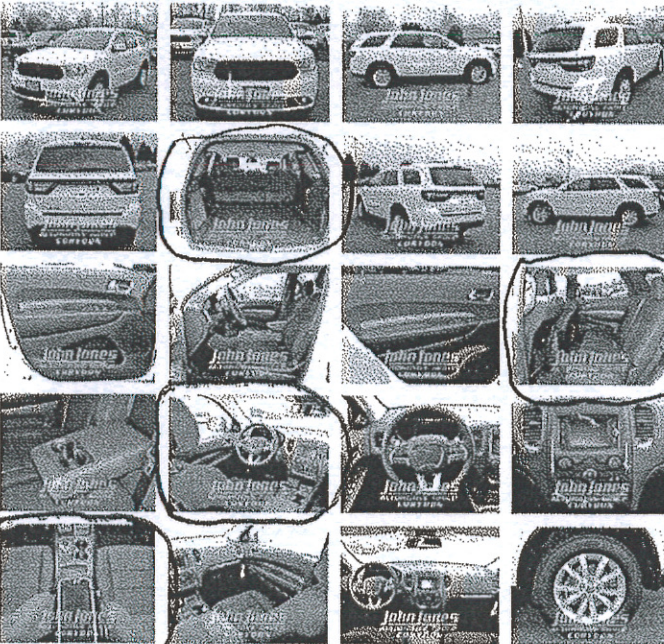


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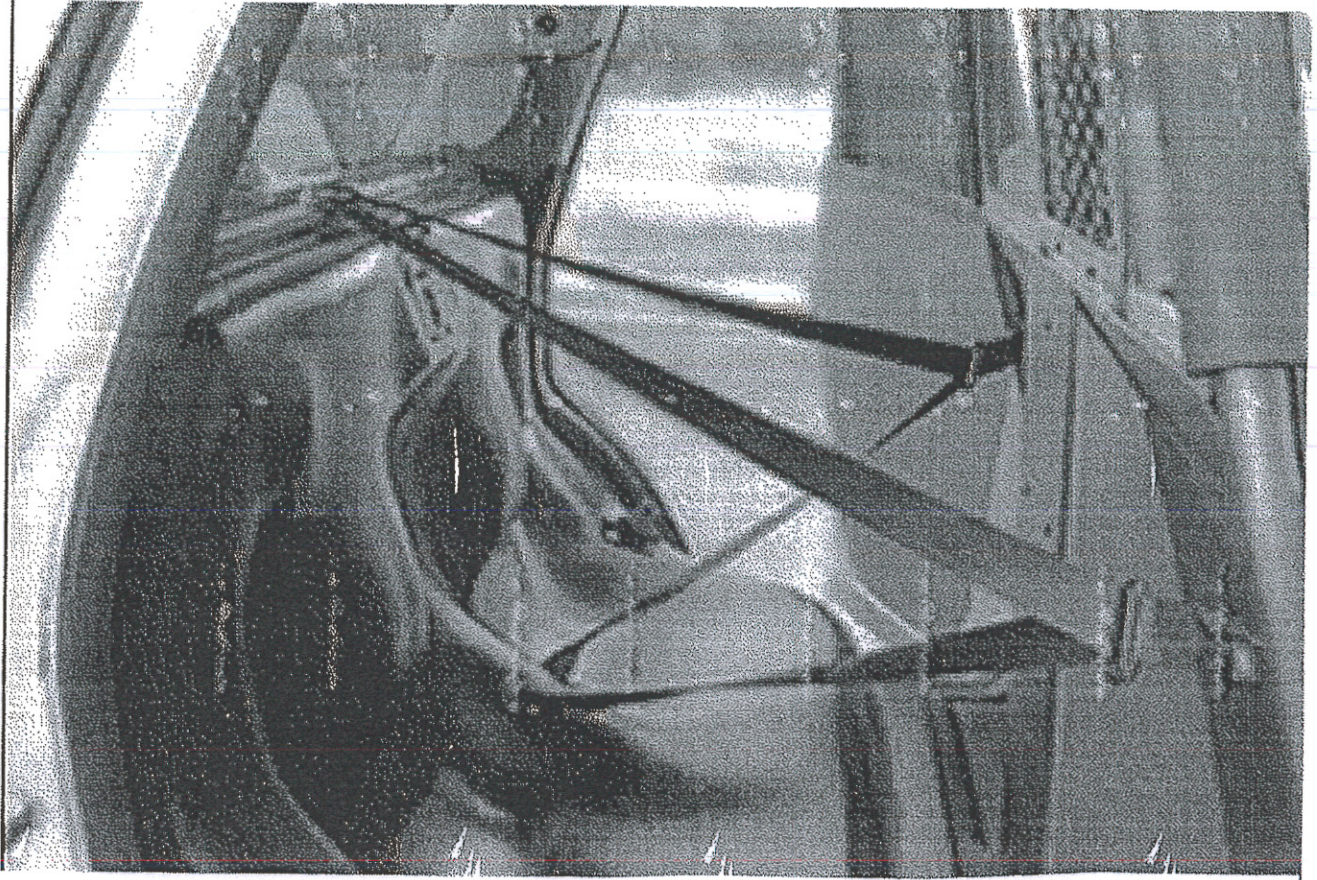
11/21

Rear Seat Not Prisoner Transport

Center console floor shift

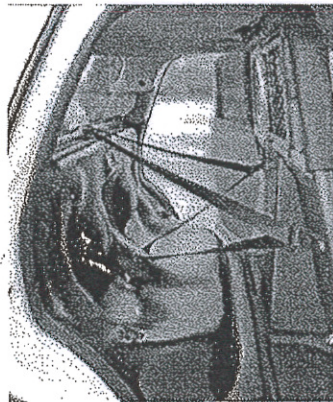
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**Police Plastic Prisoner Transport Seat System with Cargo Barrier for Ford
Interceptor Utility SUV**

SKU: FS01 | Product Id:8642



**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

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 1-104 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 Treasury 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)

[X] 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.

[X] 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.

[X] 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.

[X] 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.

[X] 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 a 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 thirty (30) days after original award. 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.

[X] 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.

[X] 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.

[X] 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.

[X] 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.

[X] 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 (GPR Section 11-207).
- [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 Section 6-101-03.1 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 Section 6-101-04.1 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 Section 6-101.10 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(9) (a).
- [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: _____ Title: _____

Address: _____ Telephone: _____

Eddie Baza Calvo
Governor



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

Ray Tenorio
Lt. Governor

Anthony C. Blaz
Director, Dept. of Admin.

Deputy Director

September 18, 2015

Invitation for Bid GSA-135-15
SPORTS UTILITY VEHICLE GASOLINE,
FIVE (5) PASSENGER (LATEST MODEL)

AMENDMENT #1

1. Amend to change on page 29, Item No. 1.1 the following:

On Page 29, under Item No. 1.1

From:

Sports Utility Vehicle, 5 Passenger (Latest Model)

To Now Read:

Sports Utility Vehicle, 4 Passenger (Latest Model)

On Page 29, under "Specifications"

From:

CAPACITY: Five (5) passengers or greater.

To Now Read:

CAPACITY: Four (4) passengers or greater.

All others remain unchanged

A handwritten signature in black ink, appearing to read 'Claudia S. Acfalle', written over a printed name and title.

CLAUDIA S. ACFALLE
Chief Procurement Officer

EXHIBIT "N"