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**RECEIVED**  
 OFFICE OF PUBLIC ACCOUNTABILITY  
 PROCUREMENT APPEALS

DATE: 03.17.17  
 TIME: 2:20  AM  PM BY: JW  
 FILE NO OPA-PA: 17-002

Attorneys for Appellant  
 Morrico Equipment, LLC

**THE OFFICE OF PUBLIC ACCOUNTABILITY**

In the Procurement Appeal of )  
 )  
 MORRICO EQUIPMENT, LLC, )  
 )  
 Appellant. )  
 \_\_\_\_\_ )

**NOTICE OF PROCUREMENT  
 APPEAL**

Docket No. OPA-PA 17-002

**Appellant Information:**

Morrigo Equipment, LLC (“Morrigo”)  
 197 Ypao Road  
 Tamuning, Guam 96931

Tel: 649-1946  
 Fax: 649-1947

**Appeal Information:**

- A) Guam Solid Waste Authority (“GSWA”), Under the Management of Federal Receiver, Gershman, Brickner & Bratton, Inc.
- B) Invitation for Bid No. GSWA006-17; a procurement solicitation for refuse collection trucks.
- C) Decision being appealed is the GSWA Denial of Procurement Protest, dated March 3, 2017.
- D) Appeal is made from a decision on protest of method, solicitation or award.
- E) Names of competing bidders:

ORIGINAL

Mid-Pac Far East ("Mid-Pac") and Far East Equipment Company ("Far East").

**Form and Filing:**

1. On or about February 8, 2017, the GSWA, through its receiver Gershman, Brickner & Bratton, Inc. ("Receiver"), let the subject Invitation for Bid ("IFB"), for two categories of refuse collection trucks. The IFB is attached as **Exhibit A**.

On February 22, 2017, Morrico served a protest on the GSWA because the IFB specification for cab forward refuse trucks unlawfully restricted competition. Morrico's also protested because the Public Auditor had previously upheld Morrico's appeal of the cab forward specification as contained in GSWA001-15, finding that the specification unlawfully restricted competition. The Public Auditor's decision was upheld by a December 16, 2016, final judgment of the Superior Court of Guam. Morrico's protest is attached as **Exhibit B**.

On March 3, 2017, the GSWA denied Morrico's protest. The GSWA denied the protest based on an order of the District Court of Guam in Civil Case No. 02-00022 that authorized the Receiver to re-let the IFB for refuse trucks with a cab forward specification. The District Court's order is currently on appeal to the Ninth Circuit Court of Appeals. The Receiver's protest denial letter is attached as **Exhibit C**.

2. Morrico requests that the Office of Public Auditor ("OPA") rule that the IFB specification restricting competition to only those vendors offering a cab forward model violates the Guam Procurement Code provisions governing specifications and that the refusal of the GSWA to amend the specifications to allow vendors to bid a conventional cab model was arbitrary, capricious and an abuse of discretion.

3. Morrico has attached all supporting documents as exhibits hereto.

**Declaration regarding court action:**

Morrigo confirms that an action in court has been commenced and that there is an appeal pending before the Ninth Circuit Court of Appeals with respect to the District Court of Guam's order authorizing the Receiver to re-let the IFB with a cab forward specification.

Dated this 17<sup>th</sup> day of March, 2017.

DOOLEY ROBERTS FOWLER & VISOSKY LLP

By:   
\_\_\_\_\_  
**KEVIN J. FOWLER**  
Attorneys for Appellant  
Morrigo Equipment, LLC

**VERIFICATION**

I, Kevin J. Fowler, counsel for Appellant Morrico, hereby declare under penalty of perjury under the laws of Guam that I have read the foregoing Notice of Appeal and that it is true and correct of my own knowledge, except as to those matters alleged upon information and belief and as to those matters, I believe them to be true.

Dated this 17<sup>th</sup> day of March, 2017.

  
\_\_\_\_\_  
**KEVIN J. FOWLER**

KJF: tg/M-278.38



## ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder, you must fill out this acknowledgement receipt form. Please submit the completed form via fax to 649-3777 or via email [j.m.gswa@gmail.com](mailto:j.m.gswa@gmail.com) and [alcarlos.gswa@gmail.com](mailto:alcarlos.gswa@gmail.com)

Acknowledgement receipt form must be submitted no later than three (3) days upon receipt of bid package.

<b>Date:</b>	_____
<b>Time:</b>	_____
<b>Name:</b>	_____
<b>Contact Number:</b>	_____
<b>Fax Number:</b>	_____
<b>Point of Contact:</b>	_____
<b>Title:</b>	_____
<b>E-mail:</b>	_____
<b>Company/ Firm:</b>	_____
<b>Address:</b>	_____
<b>Signature:</b>	_____

**Note:** GSWA recommends that prospective bidders register their current contact information with GSWA to ensure they receive any notices regarding any updates or changes to the IFB. GSWA will not be liable for failure to provide notice to any party who did not register with their current contact information.

Guam Solid Waste Authority  
542 N. Marine Corps Dr  
Upper Tumon, Guam 96913  
[www.guamsolidwasteauthority.com](http://www.guamsolidwasteauthority.com)

**EXHIBIT A**



SOLID WASTE  
MANAGEMENT  
CONSULTANTS  
RECEIVER

**INVITATION FOR BID**

**ISSUING OFFICE: GUAM SOLID WASTE AUTHORITY-RECEIVERSHIP**

APPOINTED BY DISTRICT COURT OF GUAM

DATE ISSUED: \_\_\_\_\_  
 BID INVITATION NO: GSWA006-17  
 BID FOR: MINIMUM OF SIX (6) 25 CUBIC YARD REAR LOADING TRASH TRUCKS; A MINIMUM OF THREE (3) 10 CUBIC YARD TRASH TRUCKS.  
 SPECIFICATION: SEE ATTACHED  
 DESTINATION: GUAM SOLID WASTE AUTHORITY  
 REQUIRED DELIVERY DATE: 210 Days

**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 2:00 p.m. Date: Wednesday, March 8, 2017, 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 Guam Solid Waste Authority (GSWA) is currently under the authority of the appointed Federal Receivership by the District Court of Guam in CIVIL CASE NO. 02-0022 United States of America v. Government of Guam as specified in the District Court's order filed on March 17, 2008. The Court's Order appointing the Receiver enumerates the specific authority of the Receiver. Relevant to this procurement is the following: "the Receiver shall have the authority required or necessary for the complete management and control of the Consent Decree projects, including but not limited to: ... (c) The entering into future contracts deemed necessary. In awarding any future contracts, the Receiver shall follow the procedures required in Guam's statutes and regulations, unless, in the best judgment of the Receiver, such compliance would unreasonably delay the progress in meeting the mandates of the Consent Decree;" This bid is issued pursuant to Court's Order appointing the Receiver, as well as the Court's Order filed on January 27, 2017. The services GSWA provides to its paying customers is important both to the health of the community and the environment. Compliance with the Consent Decree is required through Orders of the District Court and to comply with federal law. The Government of Guam has decided to finance both the operations of GSWA and certain aspects of the Consent Decree through fees charged to the customers of GSWA. The revenue generated by GSWA is vital to completion of the Consent Decree projects. Given that maintaining a fleet of trash collection vehicles is vital to the operations of GSWA and thus vital to the revenue necessary to complete the Consent Decree, the Receiver is invoking its authority to depart from Guam Law for this procurement as it relates to protests by bidders or prospective bidders and any other provision of Guam Law or regulation that would, in the best judgment of the Receiver unreasonably delay meeting the mandates of the Consent Decree. With respect to protests by bidders or prospective bidders, the Receiver will consider any protest that is filed within 20 days of receipt of this Invitation for Bid, however, for this procurement, decisions of the Receiver on any protest, will be final.

The undersigned offers and agrees to furnish within the time specified, the article 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 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:

GBB Receivership

NAME AND ADDRESS OF CONTRACTOR: \_\_\_\_\_ SIGNATURE AND TITLE OF PERSON  
 AUTHORIZED TO SIGN THIS CONTRACT: \_\_\_\_\_  
 \_\_\_\_\_



SOLID WASTE  
MANAGEMENT  
CONSULTANTS  
RECEIVER

INVITATION FOR BID NO. : GSWA006-17

DESCRIPTION: MINIMUM OF SIX (6) 25 CUBIC YARD REAR LOADING TRASH TRUCKS; A MINIMUM OF THREE (3) 10 CUBIC YARD TRASH TRUCKS).

**SPECIFICATION REMINDER TO PROSPECTIVE BIDDERS**

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

- ( x ) BID GUARANTEE (15% of Bid Amount) May be in the form of;  
Reference # on the General Terms and Conditions
  - a. Cashier's Check or Certified Check
  - b. Letter of Credit
  - c. Surety Bond -- Valid only if accompanied by:
    - 1. Current Certificate of Authority issued by the Insurance Commissioner;
    - 2. Power of Attorney issued by the Surety to the Resident General Agent;
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

( x ) BROCHURES/DESCRIPTIVE LITERATURE;

- ( x ) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS – Must comply with the following requirements:
  - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.\*

( ) OTHER REQUIREMENTS:

\_\_\_\_\_  
\_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, I, \_\_\_\_\_, authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

\_\_\_\_\_  
**Bidder Representative's Signature**



## GOVERNMENT OF GUAM

### SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 2 GAR Division 4 § 2109(f)(1) of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to **Guam Solid Waste Authority**.
2. **PREPARATIONS OF BIDS:**
  - a) Bidders are required to read and understand the specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
  - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his/her name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
  - c) Unit price for each unit offered shall be shown and such price shall include all cost delivered to GSWA unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
  - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, et cetera, must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. **Oral explanations or instructions given before the award of the contract will not be binding.** Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
  - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
  - b) Electronic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or electronic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
  - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
  - d) Samples or descriptive literature should not be submitted unless it is required by this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation documents unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation is desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
  - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3109(k))
  - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

**8. DISCOUNTS:**

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

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

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

**11. RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Section 3109(1)(2)).

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





## GOVERNMENT OF GUAM

### GENERAL TERMS AND CONDITIONS

#### SEALED BID SOLICITATION AND AWARD

1. **GENERAL INTENTION:** Unless otherwise specified, these General Terms and conditions are intended for the bidder to provide the Guam Solid Waste Authority (GSWA) with specified services or with materials, supplies or equipment completely assembled and ready for use.
2. **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.
3. **LICENSING:** Bidders are cautioned that GSWA 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.
4. **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 and Section 1104 of the Guam Procurement Regulations.
5. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
6. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived without collusion, and acknowledges 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. By submitting a bid, the bidder certifies that its price was independently arrived at without collusion.
7. **BIDDER'S PRICE:** GSWA will consider only one price per bid item by the vendor. Bidder shall explain fully each price per item. Bidder shall specify whether bid item meets all specifications or not and the product's origin. Failure to explain how the bid item does not meet the specifications is justification for disqualification of the bid.
8. **BID ENVELOPE:** Envelope shall be sealed and marked with the Bidder's name, Bid number, time, date and place of Bid opening.
9. **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 GSWA pending delivery of items being procured. 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 Treasurer of Guam in the amount of fifteen percent (15%) of the 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 to be 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 Section 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000 must be accompanied by bid security in the amount of 15% of the total bid price.
10. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Treasurer of Guam issued by any of the local banks or Bonding Institution in the amount equal to one hundred Percent (100%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve a written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless shall serve satisfactory arrangement or correction is made with ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government of Guam may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby.

11. **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 and for enforcement of Section 23 of these General terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
12. **SURETY BONDS:** Bid and Performance 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.
13. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
14. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The GSWA - Receiver 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 (GPR Section 3116).
15. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Guam Solid Waste Authority - Receiver 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 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.
16. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the GSWA- Receiver will determine award based on Section 3109(0)(2), or to reject all such bids (GPR Section 3109(0)(2)).
17. **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 to 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.
18. **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 the 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.
19. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible bidder, whose bid is determined to be the most advantageous to the GSWA, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. GSWA reserves the right to waive any minor irregularity in bid received. The Guam Solid Waste Authority - Receiver 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. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type of 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.
20. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify GSWA - Receivership, by email to the GSWA's procurement agent at least twenty-four (24) hours before delivery of any item under this solicitation.
21. **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 GSWA in accordance with billing instructions as indicated on the Purchase Order.
22. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this solicitation, 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 or payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
23. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the GSWA 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 specifications, the GSWA 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 GSWA.
24. **SAFETY INSPECTIONS:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

**25. 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 GSWA and without cost to the GSWA. 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 24a, 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 within that period shall be repaired or replaced by the Contractor without cost to the GSWA. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the GSWA.

c) Compliance with this Section is a condition of this Bid.

**26. REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that 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.

**27. REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon and agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees of bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11108).

**28. 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.

**29. 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.

**30. 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 the vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6101(8) of the Guam Procurement Regulations.

**31. 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 Guam Solid Waste Authority - Receiver of such delay. Notification shall be in writing and shall be received by the Guam Solid Waste Authority - Receiver 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 GSWA such justification is not adequate.

**32. LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance 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 Section 6101(8), liquidated damages shall not be due the territory. The contractor remains liable for damages other than by delay.

**33. 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 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 its 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.

**34. 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.

**35. GRATUITIES AND KICKBACKS:** The bidder must represent that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11107 of the Procurement Regulations.

**36. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS:**

The bidder warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the bidder relative to this procurement. If a bidder is awarded a contract, and any person employed by the bidder providing services under the resulting contract is subsequently convicted, then the bidder warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under the resulting contract. If the bidder is found to be in violation of any of the provisions of this paragraph, then the Government shall give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four hours of notice from the Government, and the bidder shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any resulting contract.

**37. WAGES AND BENEFITS PAID TO BIDDER'S EMPLOYEES:** The bidder shall pay its employees who deliver a direct service to the Government under this solicitation wages and benefits in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the Government. A copy of the current determination is attached for your information.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**GOVERNMENT OF GUAM**

**BID BOND  
NO. \_\_\_\_\_**

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENTIAL GENERAL AGENT)

**SEE INSTRUCTIONS IN BACK PAGE FOR SUPPORTING DOCUMENTS REQUIRED.**



**INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to the Solid Waste Management Division – Receivership, it should be accompanied with copies of the following:

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

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



## **SPECIAL PROVISION FOR MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

All bidders are required to submit a current affidavit as required below, failure to do so will mean disqualification and rejection of the bid.

Excerpt from P.L. 18-44

Section 44. a new Section 6961.3 is added to the Government Code to read.

"Section 6961.3. Disclosure of major shareholders. As a condition of bidding , any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for the procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

**NOTE: If the affidavit is a copy, indicate the Bid No. and where it is filed.**



SOLID WASTE  
MANAGEMENT  
CONSULTANTS  
RECEIVER

**AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
STATE OF \_\_\_\_\_ )

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

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

The offeror if a corporation, partnership, joint venture, or association known as \_\_\_\_\_ *[please state name of offeror company]*, and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____

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

\_\_\_\_\_  
Signature of one of the following:

- Offeror, if the Offeror is an Individual;
- Partner, if the Offeror is a Partnership;
- Officer, if the Offeror is a Corporation.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_, \_\_\_\_\_.





**AFFIDAVIT RE NON-COLLUSION**

CITY OF \_\_\_\_\_ )  
 ) ss.  
STATE OF \_\_\_\_\_ )

\_\_\_\_\_ [state name of affiant signing below],  
being first duly sworn, deposes and says that:

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

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in the affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126 (b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:

- Offeror, if the Offeror is an Individual;
- Partner, if the Offeror is a Partnership;
- Officer, if the Offeror is a Corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_, \_\_\_\_\_.



SOLID WASTE  
MANAGEMENT  
CONSULTANTS  
RECEIVER

**AFFIDAVIT RE NO GRATUITIES OR KICKBACKS**

CITY OF \_\_\_\_\_ )

) ss.

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ [state name of affiant signing below],  
being first duly sworn, deposes and says that:

1. The name of the offering firm or individual if [state name of offeror company] \_\_\_\_\_ Affiant if \_\_\_\_\_. [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.
2. To the best of affiant's knowledge, neither affiant, nor any offeror's officers representative, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107 (e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107 (e)
3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.
4. I make the statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:

- Offeror, if the Offeror is an Individual;
- Partner, if the Offeror is a Partnership;
- Officer, if the Offeror is a Corporation.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_, \_\_\_\_\_.



**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
STATE OF \_\_\_\_\_ )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant if \_\_\_\_\_ [state name of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any agencies, representatives, agents, subcontractors or employees of offeror having knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103 (b).

\_\_\_\_\_  
Signature of one of the following:

- Offeror, if the Offeror is an Individual;
- Partner, if the Offeror is a Partnership;
- Officer, if the Offeror is a Corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_, \_\_\_\_\_.



**AFFIDAVIT RE CONTINGENT FEES**

CITY OF \_\_\_\_\_ )  
 ) ss.  
STATE OF \_\_\_\_\_ )

\_\_\_\_\_ [ *state name of affiant signing below* ], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [*state name of company*]  
\_\_\_\_\_.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108 (f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:

- Offeror, if the Offeror is an Individual;
- Partner, if the Offeror is a Partnership;
- Officer, if the Offeror is a Corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_, \_\_\_\_\_.



**DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION**

Procurement No: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify under penalty of perjury:

(1) That I am \_\_\_\_\_ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the Government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

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

**§ 5802. Benefits**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for the employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

\_\_\_\_\_  
SIGNATURE

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SOLID WASTE  
MANAGEMENT  
CONSULTANTS  
R E C E I V E R

## Invitation for Bid: GSWA006-17 Refuse Trucks

**General:** The Guam Solid Waste Authority (GSWA) is procuring for the specified refuse collection vehicles.

These specifications have been written to describe the minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery prior to acceptance of the delivery. The successful bidder shall furnish all necessary and desirable information with instructions for the proper operation of the equipment.

GSWA 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 deemed to be in the best interest of the government.

GSWA will purchase a minimum of six (6) 25 cubic yard rear loading trash trucks; GSWA will also purchase a minimum of three (3) 10 cubic yard trash trucks.). The required delivery time would be 210 days.

The purchase agreement shall last for 1 (one) year from the time the purchased order is issued.

The equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. The equipment furnished shall conform to current ANSI Safety Standard Z245-1. Each truck body, chassis and equipment shall meet the applicable requirements for the US Department of Transportation (DOT), U.S. EPA and Federal Motor Vehicle Safety Standards (FMVSS) for Guam, Shall comply with Guam weight law.

The bidder shall complete every space in the Bidders Proposal column with a check mark to indicate if the item being bid is exactly as specified. If any check marks are place in the "NO" column, a detailed and complete description of the deviation from specification must be supplied on a separate sheet labeled, "Deviations from Specifications".

**Development:** Mr. Chace Anderson, Receiver Operations Manager is the person responsible for drafting these specifications. In drafting these specifications, the following persons, information, technical literature, and manufacturer's brochures were relied upon. All manufacturer brochures are for informational purposes only, and are not in any way an expression of preference.

- Mr. Paul Cepeda – Department of Public Works Transportation Maintenance Superintendent

Copies of the following documents will be available for public inspection at GSWA Office upon request.

- Manufacturer Brochures
- U.S. Department of Labor, Bureau of Labor and Statistics, National Census of Fatal Occupational Injuries in 2013.
- Mr. Thomas D. Parker, P.E., B.C.E.E.
- January 27, 2017 Order of the United States District Court of Guam.



## INVITATION FOR BID SCHEDULE

### IFB Timetable of Significant Dates

The following IFB timetable should be used as a working guide for planning purposes. GSWA reserves the right to adjust this timetable as required during the course of the IFB process.

<u>IFB Item</u>	<u>Date</u>
IFB Issued	Wednesday, February 8, 2017
Pre-Bid Conference ( Not Mandatory)	Wednesday, February 15, 2017
Deadline for Written Questions from Bidders	Wednesday, February 22, 2017
Addendum Issued (if needed)	Wednesday, March 1, 2017
Bid Due Date	Wednesday, March 8, 2017 at 2:00 PM
Bid Evaluation Period	March 9 – March 14, 2017

**Note:** All dates and times are noted as being in Guam.

### Pre-Bid Conference – Not Mandatory

A Pre-Bid Conference will be held on the date and time at GSWA offices, second floor.

542 N. Marine Corps Drive  
Tamuning, Guam 96913

Phone: 671-647-5058 Ali Carlos or Jesse Murakami  
Email: [alicalros.gswa@gmail.com](mailto:alicalros.gswa@gmail.com), [j.m.gswa@gmail.com](mailto:j.m.gswa@gmail.com)  
Fax: 671-649-3777

The IFB amendments, if any, will be sent to only those vendors having received the IFB through the GSWA but all amendments will be placed on the Guam Solid Waste Authority [www.guamsolidwasteauthority.com](http://www.guamsolidwasteauthority.com)

# TRUCK SPECIFICATIONS

## CATEGORY ONE: 25 CUBIC YARD, REAR LOADING CAB OVER TRASH TRUCK

**MINIMUM REQUIREMENTS:** Indicate on each line of the technical specifications whether or not each item complies with the specification or an exception is being taken. If additional space is required to fully explain bid exceptions, attach additional typed page(s) to the bid submittal indicating the section number and subsection that has the exception, and provide explanation. Note: Failure to provide all of the required information does not relieve the bidder of the responsibility of supplying all of the necessary items and/or complying with all of the conditions of this proposal

### SPECIFICATIONS

**Packer Body:**

Comply: No:

Refuse Body to be a minimum of 25 cubic yard capacity

Hopper capacity to be a minimum of 3.5 cubic yards capacity  
With release valve at bottom of hopper for quick evacuation of  
Fluid build-up in the hopper.

Packer body shall meet ANSI standard Z-245.1

The structural integrity of the body shall be designed to withstand load densities of up to 1,000 lbs. per cubic yard of compaction

Hydraulic packer controls at rear of packer body. All control levers for the valves must conform to ANSI Z245-1.


**Body Construction:**

Comply: No:

Body Side: 10 ga-80,000 psi minimum

Body Roof: 10 ga-80,000 psi minimum

Body Floor: 3/16" – 50,000 psi minimum

Body may include a channel shaped floor member that provides height above the chassis frame for the axle deflection. This channel member will run the full length

of the body from front to rear; or the body may be of a flat one piece floor with no channel with a height above chassis for axle deflections to provide by 8" x 3" rectangle tube sills, full length.


**Packing Mechanism Construction:**

Total cycle time no more than: 23 seconds

Total re-load time no more than 9 seconds

Riding, non-skidding steps and grab handles on each side of the hopper will be supplied

Tailgate latches shall be hydraulically operated working in conjunction with the tailgate lift cylinders or tailgate latches to work independently of the tail gate cylinders.

Manual or auxiliary automated latch systems.

Lifters and compactor must be able to cycle simultaneously.

Comply: No:


**Ejection System:**

Full ejection unloading method only; Dump style bodies are not acceptable.

The ejector panel shall travel on urethane guide shoes. Rollers are not acceptable

No portion of the ejector panel can extend beyond the rear body plane.

Comply: No:


**Control/Lighting:**

Two (2) Flashing red lights at rear of packer body

Four (4) flood lights to be installed at rear of packer body

Two (2) to be mounted at the top of the tail gate

Two (2) to be mounted above rear packer controls and riding steps.

Controls to be mounted at rear by packer control.

These lights are to be grommet mount style for shock absorbance and ease of maintenance.

Comply: No:


**Color:**

Packer Body shall be white

Comply: No:

--	--

**Painting:**

Two coats of automotive grade primer and enamel shall be applied to provide an extra barrier against rust and corrosion.

Comply: No:

--	--

**Required Feature:**

Two (2) roll cart lifters installed on rear hopper with controls on driver and curbside of the body. Lifters must be compatible for use with 95 gallon carts.  
Warranty:

Comply: No:

--	--

**Fuel:**

Compatible with diesel fuel sold on Guam

Comply: No:

--	--

**Transmission:**

Allison 4500 RDS Transmission, 6 speed Allison World Transmission automatic, Rugged Duty Service; Allison output function "s" – Neutral Indicator for PTO; Allison transmission fluid test port with remote cuppler.

Comply: No:


**Axels:**

Front: Minimum 20,000 lbs. with 22,000 lbs. springs;

Rear: Minimum 46,000 lbs. Hendrickson HMX 460 Suspension;  
Axle load ratings shall comply with Guam weight law

Comply: No:


**Tires:**

Front: 315 80R/22.5" tire 20 Ply; 22.5" by 9" aluminum wheel with 3.12" inset using an Alcoa #893657 LV1 finish.

Rear: 11R 22.5" Tires 16 Ply; 22.5" aluminum wheel using an Alcoa #883677 LV1 finish.

Comply: No:


**Cab:**

Cab Forward with complete rust proofing including cab undercoating with a three (3) year corrosion and five (5) year structural guarantee.

Cab to be fully welded, two sided galvanized all steel structure for maximum strength, safety, and corrosion resistance.

Front windshield with curved corners having a minimum of 2,033 square inches for maximum visibility.

Rear corner windows in B-Pillars post for maximum visibility and safety.

Minimum of 62 inches from bumper to back of cab;

Cab Forward Fabric Air Ride Mid Back Driver Seat;

Fabric Non-air ride low back passenger seat;

Fresh air conditioner;

Fixed Rear Window with BOC STD tint;

Radio with auto mute when Allison transmission is in reverse;

Rain gutters over both doors;

Engine Oil Pressure and Coolant Gauges; oil temperature gauge;

Fuel gauge, Ammeter, Speedometer, Odometer, Hour Meter.

Cab shall be painted white both outside and inside.

Roof mounted double air horn;

Steering wheel horn;

Ten (10) pound fire extinguisher mounted in cab.

First aid kit mounted in cab.

Adjustable Sun shield (visor) for driver and passenger;

Thermal insulator to shield cab from engine heat.

Comply: No:



**Brakes:**

Brake system to service refuse service; rear brake camshaft reinforcement

Brake warning system

Anti-lock braking system (ABS)

Air cam front

Drum brakes 16.5 x 7

454 M Air Cam Rear Drum brakes 16.5 x 8.6

60 psi or less for air pressure

Air dryer manual, slack adjuster, air dryer, and 18.7 CFM (minimum) air compressor

Comply: No:


**Steering:**

Left hand drive; minimum turning radius of 31 feet.

Power steering

Comply: No:


**Chassis:**

Chassis shall be painted black.

Aluminum 75 gallon fuel tank;

High pressure gear type hydraulic pump; PTO to be air shifted with switch on dash board with indicator light. **Cable operated PTO not acceptable;**

Frame made of full double channel or equivalent and shall be of such a design and strength characteristic as to meet standard practice for trucks of same general load. Any secondary manufacturing process that modifies the original frame bidder shall guarantee the performance of workmanship and material resulting from such modification. All modifications to the factory chassis frame shall be listed in the bid.

Equipped with front double acting shock absorbers compatible with manufacturer's gross vehicle weight rating.

Bumper shall be of pressed steel channel or equivalent material at least 3/16ths of an inch thick and 8 to 10 inches in height with two pin.

Exhaust shall be right hand vertical.

Comply: No:


**Mirrors:**

One (1) Corrosion Resistant mirror on driver's side and one (1) Corrosion resistant mirror on passenger side

Eight (8) inch convex mirrors center mounted under vertical

Mirrors shall be motorized to move left and right.

Comply: No:


**Camera:**

Rear camera with ten (10) inch screen equipped with thermal/night vision for use when vehicle is backing up. Radio automatically shuts off when vehicle in reverse.

Comply: No:

--	--

**Engine:**

Engine shall meet the refuse industry standard for load capacity and weight

Minimum 320 horse power @ 21000 rpm / 1,150 ft. lbs of torque

12 volt starter

Three 12 volt Dual purpose batteries @ 2250 CCA

Standard auxiliary outlet

Battery disconnect switch mounted on battery box

Engine Radiator 1300 square inch dual core minimum for maximum cooling capacity

Comply: No:


**Hydraulics:**

Hydraulic pump shall be a fixed displacement rated at no less than 2,750 psi working pressure and have sufficient capacity to equal 35-38 gpm flow at a reasonable engine rpm.

Hydraulic pump shall be direct mount to a transmission driven clutch activated PTO.

Hydraulic reservoir capacity shall be a minimum of 50 gallons;

Suction line at reservoir outlet shall incorporate a ball style shut off valve.

Visual site gauge for monitoring the hydraulic oil level and temperature shall be furnished.

One hundred mesh suction strainer and a 10 micron in-tank style return line filter shall be furnished.

Return filter will have a visual indicator to show when the element needs to be changed.

All directional control valves must be of adequate flow capacity which keeps system back-pressured to a minimum.

The front eject and tailgate lift valve shall incorporate the main system relief valve set at a maximum of 2,750 psi. The eject section of this valve shall be fitted with a hydraulic resistance valve which controls the ejection cylinder movement during operation for maximum load density.

A speed up switch will interface with the engine throttle advance so the recommended engine speed is obtained when the packing mechanism is in engaged mode.

All control levers for valves must conform to ANSI Z245-1.

Comply: No:


**Wiring:**

A tailgate warning alarm and dash mounted light shall be incorporated and activate when the tailgate is raised.

Body wiring interface to chassis wiring must be plug-in weather proof connectors. Splicing into chassis wiring is not acceptable.

A speed-up auxiliary button shall be located at the front tailgate/eject valve location.

All wiring must be encased in split case style loom.

Wiring harness connections shall be double seal automotive type

Comply: No:




**Miscellaneous Items:**

Mud flaps front and rear;

Tool Box;

Locking fuel cap;

Three sets of keys for each truck;

One (1) operator's manual hardcopy per truck;

One (1) operator's manual on CD per truck;

One (1) complete illustrated parts book per truck;

One (1) shop repair manual per truck;

One (1) warranty manual per truck;

Manufacturer's training of GSWA crews (8 hours) and contracted mechanics (20 hours);

Delivered with a full tank of fuel;

5-10 Gallon Pressurized Aluminum water tank with hose and nozzle to clean small spills; Located at the rear of the truck

Comply: No:


**Warranty:**

Minimum three (3) years/36,000 miles bumper to bumper vehicle Warranty and five (5) years 60,000 mile limited power train warranty;

Preventive maintenance service for three (3) years/36,000 miles, all parts and labor shall be included at no extra cost to GSWA.

Comply: No:


**CATEGORY TWO: 10 CUBIC YARD, SIDE OR REAR LOADING, CAB OVER TRASH TRUCK**

MINIMUM REQUIREMENTS: Indicate on each line of the technical specifications whether or not each item complies with the specification or an exception is being taken. If additional space is required to fully explain bid exceptions, attach additional typed page(s) to the bid submittal indicating the section number and subsection that has the exception, and provide explanation. Note: Failure to provide all of the required information does not relieve the bidder of the responsibility of supplying all of the necessary items and/or complying with all of the conditions of this proposal

**Specifications**

**Packer Body:**

Capacity of compactor body a minimum of 10 cubic yards

Hopper capacity a minimum of .75 cubic yard

If bidding a side loader dumping access shall be available on each side and each side will have cart tippers

If bidding a rear loader, one cart tipper shall be required

Structural integrity of the body shall be designed to withstand load density of 700 lbs per cubic yard of compaction.

Comply: No:


**Engine:**

Fuel compatible with diesel fuel sold on Guam

Engine shall meet the refuse industry standard for load capacity and weight

260 horsepower at 2600 RPM / 66 Ft-lbs of torque

Engine radiator 1050 down flow minimum for maximum cooling

Comply: No:


**Transmission:**

Allison 3500 series or equivalent, 6 speed automatic.

PTO transmission mounted PTO prep -3,000/3,500 transmission with rear support

Allison Pushbutton

Oil fill tube/dipstick with level sensor

Comply: No:


**Axel Capacity:**

Bidder must show that bid configuration meets design demands of compactor body and chassis. This is expected to be no less than 6,000 lbs. front axel and 13,500 lbs. rear. Axle load ratings shall comply with Guam weight law

Comply: No:

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**Cab:**

Cab over design.

Complete rust proofing with three-year corrosion guarantee

Cab forward air ride high back driver seat

Fabric non-air ride high back passenger seat

Fresh air conditioner

Fixed rear window BOC STD tint

AM/FM Radio (auto mute when Allison transmission in reverse)

Rain gutters over both doors

Engine gauges: oil pressure, coolant gauges, speedometer, hour meter, odometer, and ammeter

Battery disconnects with lockout and emergency jumper studs.

Sunshield interior adjustable, for driver and passenger.

Mounted air horn with steering wheel electric horn.

10 lbs. fire extinguisher mounted in cab.

First aid kit.

Three (3) warning triangles.

Thermal insulator to shield cab from engine heat.

Comply: No:


**Mirrors:**

One (1) Corrosion Resistant mirror on driver's side and one (1) Corrosion Resistant Mirror on passenger side

Eight (8) inch convex mirrors center mounted under vertical;

Mirrors shall be motorized to move left and right.

Comply: No:


**Steering:**

Left hand drive; minimum turning radius of 31 feet.

Power steering;

Comply: No:


**Fuel Tank:**

75 gallon aluminum fuel tank

Comply: No:

--	--

**Chassis:**

High pressure gear type hydraulic pump; PTO to be air shifted with switch on dash board with indicator light. **Cable operated PTO not acceptable**

Frame made of full double channel or equivalent and shall be of such a design and strength characteristic as to meet standard practice for trucks of same general load. Any secondary manufacturing process that modifies the original frame bidder shall guarantee the performance of workmanship and material resulting from such modification. All modifications to the factory chassis frame shall be listed in the bid

Equipped with front double acting shock absorbers compatible with manufacturer's gross vehicle weight rating.

Bumper shall be of pressed steel channel or equivalent material at least 3/16ths of an inch thick and 8 to 10 inches in height with two pin.

Exhaust shall be vertical.

Comply: No:


**Wiring:**

Tailgate warning alarm and dash mounted light shall be activated with tailgate is raised.

Body wiring interface to chassis wiring must be plug-in weather proof connectors. Splicing into the chassis wiring is not acceptable.

Speed up auxiliary button shall be located at the front tailgate/ eject valve location.

All wiring shall be encased in split case style loom.

Wiring harness connections shall be double seal automotive type.

Comply: No:


**Lights:**

Three (3) Amber Strobe lights, 6 inch diameter in size, One (1) on cab roof center mounted and two (2) on rear of vehicle mounted on left and right side of body.

Switch engaged (Marker Lights)

Daytime Running Lights

Solid State HD flasher

If side loader, two (2) work lights shall be installed above the hopper on each side.

If rear loader, two (2) work lights shall be installed at rear of packer body above the hopper.

Comply: No:


**Paint:**

The entire tailgate to be washed with phosphorus based solution.

Two coats of automotive grade primer then enamel shall be applied.

Truck body and cab shall be painted white.

Chassis shall be painted black.

Comply: No:


**Ejection System:**

Unloading by full ejection method only. No dump style bodies are acceptable.

Comply: No:

<input type="checkbox"/>	<input type="checkbox"/>
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**Alarm:**

Automatic back-up alarm initiates when vehicle is in reverse gear. Sound is heard under normal conditions a distance of not less than 100 feet.

Comply: No:

<input type="checkbox"/>	<input type="checkbox"/>
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**Camera:**

Rear camera with 10 inch screen equipped with thermal/night Vision for use when backing

Camera turns on automatically when vehicle is put into reverse gear

Comply: No:

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

**Miscellaneous Items:**

Mud flaps front and rear;

Tool Box;

Locking fuel cap;

Three sets of keys for each truck;

One (1) operator's manual hardcopy per truck;

One (1) operator's manual on CD per truck;

One (1) complete illustrated parts book per truck;

One (1) shop repair manual per truck;

One (1) warranty manual per truck;

Manufacturer's training of GSWA crews (8 hours) and contracted mechanics (20 hours);

Delivered with a full tank of fuel

5-10 Gallon Pressurized Aluminum water tank with hose

and nozzle to clean small spills; Located at the rear of the truck

Comply: No:

<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>

**Warranty:**

Minimum three (3) years/36,000 miles bumper to bumper vehicle

Warranty and five (5) years 60,000 mile limited power train warranty;

Preventive maintenance service for three (3) years/36,000 miles, all parts and labor shall be included at no extra cost to GSWA.

Comply:      No:


DOOLEY ROBERTS FOWLER & VISOSKY LLP  
ATTORNEYS AT LAW

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Of Counsel:  
MELINDA C. SWAVELY


Writer's Direct Email:  
fowler@guamlawoffice.com

February 22, 2017

**PROCUREMENT PROTEST**

**VIA FACSIMILE TRANSMISSION**  
**and HAND DELIVERY**

David Manning  
Head of Purchasing Agency  
**GUAM SOLID WASTE AUTHORITY**  
Under the Management of Federal Receiver:  
Gershman, Brickner & Bratton, Inc.  
542 North Marine Corps Drive  
Tamuning, Guam 96911

GSWA Guam Solid Waste Authority  
Date Received  
FEB 22 2017  
By: 

**RE: GSWA006-17 – Refuse Collection Trucks**

Dear Mr. Manning:

This office represents Morrico Equipment, LLC (“Morrico”), 197 Ypao Road, Tamuning, Guam 96913, with respect to GSWA006-17, a procurement solicitation for refuse collection trucks.

Morrico hereby files its protest with respect to the above-referenced procurement. These are the same trucks solicited in GSWA001-15, which Morrico protested based on the cab forward specification. The Public Auditor ruled that the cab forward specification unlawfully restricted competition. After the GSWA sued for judicial review, the Superior Court of Guam entered a December 16, 2016, final judgment upholding the Public Auditor’s determination and ordering the GSWA to allow the bid of conventional cab refuse trucks.

Morrico protests the above procurement based on all of the reasons advanced in Morrico’s prior protest letter of October 9, 2014, submitted in GSWA001-15 which it hereby incorporates by reference, and based on the determinations of the Public Auditor and the Superior Court of Guam with respect to that prior protest.

**EXHIBIT B**



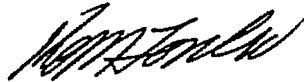
David Manning  
Head of Purchasing Agency  
Guam Solid Waste Authority  
February 22, 2017

Please be advised that pursuant to the Guam Procurement Law you are not to proceed further with the procurement or award of a procurement contract prior to resolution of this bid protest. *See*, 5 G.C.A. § 5425. Furthermore, a receiver appointed by a federal court must comply with local law. *See*, 29 USCS § 959(b).

I look forward to your resolution of this protest expeditiously.

Sincerely,

DOOLEY ROBERTS FOWLER & VISOSKY LLP



Kevin J. Fowler

KJF: tg/M-278.38



**SOLID WASTE  
MANAGEMENT  
CONSULTANTS  
RECEIVER**

March 3, 2017

Mr. Kevin J. Fowler  
Dooley Roberts Fowler & Visosky LLP  
865 South Marine Corps Drive Suite 201  
Tamuning, Guam 96913

Dear Mr. Fowler:

This letter is in response to your protest letter dated February 22, 2017, on behalf of your client Morrico Equipment, LLC ("Morrico"). The Guam Solid Waste Authority (GSWA) is currently under the authority of the Federal Receiver appointed by the District Court of Guam in Civil Case No. 02-0022 United States of America v. Government of Guam. In its Order dated March 17, 2008, the District Court appointed the Receiver specifying the following: "the Receiver shall have the authority required or necessary for the complete management and control of the Consent Decree projects, including but not limited to: ... (c) The entering into future contracts deemed necessary. In awarding any future contracts, the Receiver shall follow the procedures required in Guam's statues and regulations, unless, in the best judgment of the Receiver, such compliance would unreasonably delay the progress in meeting the mandates of the Consent Decree".

Under the financing plan approved by the District Court, these trucks are vital to GSWA revenue needed to pay for the remaining Consent Decree obligations. In its Order dated February 27, 2017, the District Court affirmed the authority of the Receiver discussed above as well as the Receiver's use of that authority in this matter. The Court ordered the Receiver to issue a new procurement for cab forward refuse collection trucks. This is the procurement Morrico now protests. To uphold Morrico's protest would violate the clear mandate of the District Court's Order. For this reason, the protest is denied.

This decision is final and not subject to further review by officials of the Government of Guam.

Sincerely,

A handwritten signature in black ink, appearing to read "David L. Manning", is written over a large, stylized flourish.

David L. Manning  
Receiver Representative

c.c. Vanessa L. Williams, Esq

Government of Guam  
Guam Solid Waste Authority  
542 North Marine Corps Drive, Tamuning, Guam 96913  
Phone: (671) 646-4379, Ext. 201 or 212  
[www.GuamSolidWasteReceiver.org](http://www.GuamSolidWasteReceiver.org)  
[www.gbbinc.com](http://www.gbbinc.com)

EXHIBIT C