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RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

DATE: 1/23/15
TIME: 4:30 AM PM BY: AG
FILE NO OPA-PA: 14-011/012

Attorneys for Appellant
Morrigo Equipment, LLC

THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Procurement Appeal of)	
)	APPELLANT'S EXHIBIT LIST
MORRICO EQUIPMENT, LLC,)	
)	Docket No. OPA-PA-14-011
Appellant.)	Docket No. OPA-PA-14-012
_____)	

Morrigo Equipment, LLC ("Morrigo"), hereby files its exhibit list with respect to this appeal.

Exhibit A: Photo of Blue Bird bus used by Scuba Company.

Exhibit B: Photo of Blue Bird bus used by Scuba Company.

Exhibit C: Photo of Blue Bird bus used by Scuba Company.

Exhibit D: August 16, 2013, Triple J Enterprises, Inc. ("Triple J"), Opposition to Government's Objection to Appeal/Motion to Dismiss, filed in OPA-PA-008-2013.

Exhibit E: September 18, 2014, emails between Paul Cepeda, Department of Public Works ("DPW"), and Anita Cruz, General Services Agency ("GSA").

Exhibit F: Excerpt of manufacturer brochure regarding fastening of exterior components.

Exhibit G: Morrigo November 10, 2014 protest.

ORIGINAL

Exhibit H: GSA November 12, 2014, denial of Morrico protest.
Exhibit I: Morrico November 21, 2014, protest.
Exhibit J: GSA December 1, 2014, response to Morrico protest.
Exhibit K: Blue Bird Video "How to Make a Blue Bird Bus."
Exhibit L: Morrico September 15, 2014, letter to GSA re: specification development.
Exhibit M: GSA September 16, 2014, letter to Morrico regarding specification development.

Exhibit N: Transcript of meeting between procurement officials analyzing Triple J failure to include mandatory drawings/seating plans.

Exhibit O: October 16, 2014, Thomas Built Buses correspondence with Morrico regarding fasteners used in bus construction process.

Exhibit P: Triple J protest dated September 23, 2014.

Exhibit Q: GSA denial of Triple J protest dated September 26, 2014.

Exhibit R: GSA bid status to Morrico.

Exhibit S: GSA bid status to Triple J.

Morrigo reserves any right it may have to offer additional exhibits for rebuttal purposes.

Dated this 23rd day of January, 2015.

DOOLEY ROBERTS & FOWLER LLP

By:



KEVIN J. FOWLER
Attorneys for Appellant
Morrigo Equipment, LLC

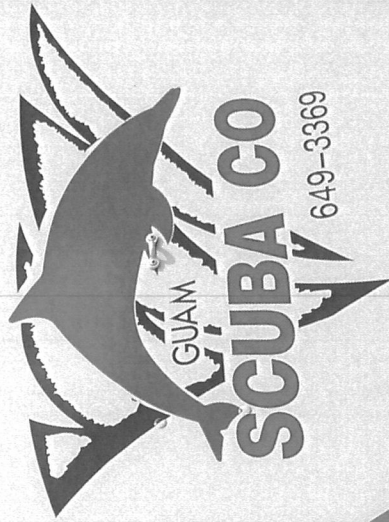


EXHIBIT
A



Zed Direct Mobile Products

EXHIBIT
B



EXHIBIT
C



RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS
DATE: 8/16/2013
TIME: 4:25 AM PM BY: R. Field
FILE NO OPA-PA: 13008

Office of Public Accountability
Suite 401 DNA Building
238 Archbishop Flores Street
Hagatna, Guam 96910

August 16, 2013

RE: Opposition to the Government's Objection to Appeal / Motion to Dismiss
OPA-PA-008-2013

We are in receipt and have read the Government's Objection to Appeal and Motion to dismiss OPA-OPA-008-2013 and are opposed to this motion for the following reasons.

While it is correct that our request for appeal was filed 19 days after GSA's initial decision to deny our protest, Triple J's appeal was filed within the 15 days of GSA's final rejection of our protest dated June 28, 2013. 2 GAR, Division 4 Section 9101(h), **Requests for Reconsideration**, Subsection (1) **Requests** states in part "Reconsideration of a decision of the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency may be requested by the protestor, within (15 days) after receipt by the protestor of the notice of decision..." Furthermore in Subsection (3) **Time for Acting** it states "a request for reconsideration shall be acted upon as expeditiously as possible".

Based on the above rule we filed a Request for Reconsideration in good faith and were anticipating an expeditious reply. Our protest of June 3rd 2013 was replied to in 24 hours so we expected a similar response time. However GSA took 18 days to respond to our Request for Reconsideration. Because of the delay at first we felt optimistic that GSA was reconsidering our request and would reply favorably based on the new information we provided. In fact, based on documents (Attachment A) received through a Sunshine Act request it is clear that further discussions and considerations did take place as result of our Request for Reconsideration so there was a real possibility of reconsideration. Unfortunately it took an additional two weeks after their internal decision to reject our Request for Reconsideration for GSA to reply to us. This was not expeditious and caused us to miss the deadline to file an appeal with the OPA.

Further we feel that it is a possibility that GSA's delay may have been intended to cause us to miss the deadline for appeal so that the protest could be dismissed

TRIPLE J ENTERPRISES, INC.
P.O. BOX 6066 TAMUNING, GUAM 96931 TEL (671) 646-9126 • FAX: (671) 646-94

EXHIBIT

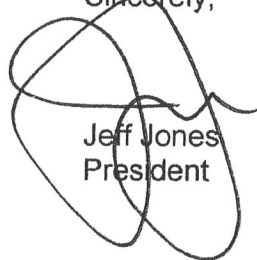
D

without discussing the true facts and merits of the protest. The reason we feel this way is that in a June 14th 2013 email (Attachment B) obtained through the same Sunshine Act request mentioned above there was a conversation between the Attorney General's office and GSA in which Robert Kono states "I will draft a response to Triple J denying their reiteration in a few days, as it is the CPO's responsibility to address protests." It took GSA two more weeks to draft and deliver their response after this email.

Finally, considering the above facts and the possibility of an intent to delay, it is our position that our request for reconsideration dated June 11, 2013 in essence "tolled" the deadline for appeal. In the case of *Pacific Security Alarm v. Department of Public Works* (Attachment C) the court ruled that "*The time for filing review of final agency action is a limitation issue and not a jurisdictional issue. HRI, Inc v E.P.A. 198 F.3d 1224, 1239 (10th Cir. 2000) Sendra Corporation v. Magaw, 111F.3d 162, 167 (D.C.Cir.1997) ('If for any reason the agency reopens a matter and after reconsideration, issues a new and final order, that order is reviewable on its merits, even though the agency merely reaffirms its original decision...The new order is, in other words, final agency action and as such, a new right of action accrues and starts the running of a new limitations period for judicial review')*"

In conclusion we feel that based on the information presented above the Government's Objection to Appeal and Motion to Dismiss should be dismissed and the Appeal should be allowed to proceed so the true merits can be presented and discussed.

Sincerely,



Jeff Jones
President

ATTACHMENT

“A”



ATTACHMENT A

Claudia Acfalle <claudia.acfalle@gsa.guam.gov>

RE: New School Bus Procurement Protest - GSA-0116-12

3 messages

John Weisenberger <jweisenberger@guamag.org>

Mon, Jun 17, 2013 at 2:46 PM

To: Robert Kono <robert.kono@gsa.guam.gov>

Cc: Claudia Acfalle <claudia.acfalle@gsa.guam.gov>, "Carl V. Dominguez" <carl.dominguez@dpw.guam.gov>

Good Afternoon Robert,

This is to memorialize our brief phone conversation held on Friday, June 14, 2013. I had asked whether GSA wanted me to contact Kevin fowler, attorney for Morrico Equipment, to advise him that he should direct all of his future correspondence to me. I referenced his June 13, 2013 letter to you, which I had received a copy of earlier in the day on June 14.

You have advised me that you would refer my question to the Chief Procurement Officer. Further, you mentioned that it was likely that GSA would respond to Mr. Fowler's letter.

As you are aware, I have been assigned to provide legal advice to the General Services Agency during all phases of the solicitation of the school busses in GSA-0116-12 as provided for in 5 GCA §5150. Please let me know at your earliest convenience in what manner I may assist you further with this matter

From: Robert Kono [mailto:robert.kono@gsa.guam.gov]

Sent: Friday, June 14, 2013 6:50 AM

To: John Weisenberger

Subject: Fwd: New School Bus Procurement Protest

Please see the forwarded memo from the director of dpw.. Also, I will send you a copy of Kenvin Flower's letter asserting Morrico was in the right. I will draft a response to Triple J denying their reiteration in a few days, as it is the CPO's repsonseibility to address portestxs.....rhkono

----- Forwarded message -----

From: **Carl V. Dominguez** <carl.dominguez@dpw.guam.gov>

Date: Thu, Jun 13, 2013 at 3:14 PM

Subject: New School Bus Procurement Protest

To: "Robert H. Kono" <robert.kono@gsa.guam.gov>

Cc: Claudia Acfalle <claudia.acfalle@gsa.guam.gov>, Anita Cruz <anita.cruz@gsa.guam.gov>

ATTACHMENT

“B”

ATTACHMENT B

Hafa Adai Robert,

I have read Claudia's June 4, 2013 letter to Jeff Jones of Triple J Motors and Mr. Jones' June 10, 2013 letter responding to Claudia.

Here are my comments on the technical aspects:

EMERGENCY EXIT DOOR:

The U.S. Dept of Transportation (DOT) Federal Motor Vehicle Safety Standards (FMVSS) covering school buses, in its standards, has the words "rear emergency exit door" and "side emergency exit door". These are doors that are only to be used for egress out of the bus in an emergency. The right front door of a school bus is the door normally used by the driver and students for ingress and egress. There is one rear emergency exit door on each new Thomas Built Bus (TBB) school bus provided by MORRICO. There are no left side emergency exit doors on the new TBB buses.

EMERGENCY ROOF EXIT:

FMVSS refer to the exits on the roof of school buses "emergency roof exit". They do not use the word "door" in this context. I agree with Mr. Jones that these roof exits are intended to be used if a school bus flips and comes to rest on to its side. If a school bus were in an upright position and in an emergency situation, the more practical means of egress would be the front door, rear emergency door and side emergency exit windows (and left emergency exit door if available). If the emergency roof exits were to be used in this situation, students, especially very young ones, would have to be lifted up to the roof opening to exit the bus. There are two of these emergency roof exits on each new TBB school bus provided by MORRICO.

EMERGENCY EXIT WINDOWS:

FMVSS include "emergency exit windows." These are windows on the sides of the buses that are configured, designated and labeled for egress in the event of an emergency. FMVSS states that a school bus can have a minimum no. of these exit windows in lieu of a side emergency exit door. This is the case of the TBB school buses provided by MORRICO, i.e., even without the side emergency doors, there are enough emergency exit windows on both sides of the new buses (3 on each side) that exceed the minimum requirements of FMVSS.

FLIP SEATS:

Flip seats are allowed in school buses per FMVSS, Section 5.4.2.1(a). These seats are the type where the seat (horizontal portion one sits on) must automatically flip up to a vertical position and stay in the vertical position when not sat upon. Flip seats are required if a seat is to be installed next to a side emergency door.

Fixed bottom seats cannot be installed in front of a side emergency door. DPW does not want flip seats on our new school buses as this type of seat is prone to having problems (mostly not automatically flipping up and staying in the vertical position) and the corresponding need to keep them repaired and maintained.

There are no side emergency exit doors on the new TBB school buses, all seats have fixed bottoms and the capacity of each bus is 84 passengers.

RIVETS versus SCREWS:

FMVSS is silent on rivets and screws. This is a manufacturing difference. DPW mechanics prefer anti-corrosion rivets to anti-corrosion screws as the more durable fastener for the body of the buses. The 2005 TBB buses were all assembled with anti-corrosion screws. I have seen some of the 2005 TBB buses and saw no evidence of corrosion or fastening failure. Only additional time can tell if rivets are, in fact, more durable than the screws. Our oldest bus, a 23 year old, is fastened with rivets.

With regards to Mr. Jones' assertion that MORRICO acted fraudulently or in bad faith and that Triple J was the most responsible bidder, I will leave that up to Claudia or higher authority to decide.

I reiterate that I submitted my April 11, 2013 memorandum to Claudia that the TBB buses exceed FMVSS minimum requirements and therefore, in the best interests of the Territory to accept them, but, at that time, not being aware of the rivets versus screw issue. My motivation was to have the badly needed new school buses ready for the 2013-2104 school year which starts on AUG 19, 2013.

Please let me know if you need more information than I have provided up to this point. Best regards.

Carl V. Dominguez

Director

Department of Public Works

Government of Guam

542 North Marine Corps Drive

Tamuning, Guam 96913

Tel: 671-646-3232 Cell: 671-488-7860

E-mail: carl.dominguez@dpw.guam.gov

John Weisenberger <jweisenberger@guamag.org>

Tue, Jun 18, 2013 at 4:23 PM

To: Claudia Acfalle <claudia.acfalle@gsa.guam.gov>, Robert Kono <robert.kono@gsa.guam.gov>

Cc: Paul Llanes <paul.llanes@gsa.guam.gov>

ATTACHMENT

“C”

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IN THE SUPERIOR COURT OF GUAM

PACIFIC SECURITY ALARM, INC.

Plaintiff

v.

DEPARTMENT OF PUBLIC WORKS

Defendant

CIVIL CASE NO: CV 0591 - 05

DECISION AND ORDER DENYING
MOTION TO DISMISS

This matter came before the court pursuant to defendant Department of Public Works' motion to dismiss. Upon consideration of the memoranda submitted by the parties and the presentation of counsel during oral argument, the dismissal motion is denied for the reasons set forth herein.

In March, 2005 the Department of Public Works ("DPW"), a governmental body subject to the Procurement Code, solicited bids for security guard services pursuant to an Invitation For Bid No. GSA-016-05 ("IFB No: GSA-016-05"). The bids were opened on April 19, 2005 and on May 7, 2005 notice was issued to PSA rejecting its bid on grounds that its price was too high and the bid was being awarded to PISA. By letter dated May 23, 2005, PSA protested the bid decision on grounds which included (1) PISA's bid did not comply with G.L. 26-111, (2) PISA was wrongfully allowed to amend or modify its bid price after opening of the bids, and (3) PISA was allowed to post a bond in an amount less than required by IFB No: GSA-016-05. On May 27, 2005, PSA received a letter denying its protest. In addition to denying the protest, the letter advised PSA that that "[u]pon receipt of this letter, you are, therefore, notified of our determination and that you have a right to seek administrative and judicial review."

At the time of denial of PSA's protest, the Appeals Board was the statutory entity authorized to review administrative appeals involving procurement disputes. However, the Appeals Board was not a functioning entity as it did not have any members. Although the

1 Appeals Board was, in effect, defunct, the May 27 letter denying PSA's protest did not inform
2 PSA of what steps it had to take to obtain review of the denial. The letter did not inform PSA of
3 how many days it had to file an appeal, where to file an appeal or how to file an appeal. PSA did
4 not seek administrative review of the protest denial. Instead, on June 13, 2005, PSA filed a
5 complaint for judicial review with this Court. In answering the complaint, DPW plead three
6 affirmative defenses (1) failure to state a claim, (2) immunity, and its actions were not wrongful.
7 DPW did not plead or allege any limitations of action as an affirmative defense. A scheduling
8 order was subsequently set in this case which, among other things, set a motions cut-off date and
9 a March 10, 2006 trial date. The scheduling order was later amended by continuing the trial date
10 until May 12, 2006. DPW did not file any motion prior to the motion cut off date. Then on May
11 5, 2006, one week before the scheduled trial, DPW moved to dismiss asserting a lack of
12 jurisdiction. DPW claims that Guam law required the complaint for judicial review to be filed
13 fourteen (14) days after receipt of the protest denial. Fourteen days following May 27, 2005 was
14 Friday, June 10, 2005. PSA's complaint was filed on Monday, June 13, 2005.

15 DPW claims that jurisdiction is lacking as PSA's initial protest was untimely. That
16 argument is misguided. The procurement code allows an aggrieved bidder to file a protest in
17 connection with the method of source selection, solicitation or award of a contract. 5 GCA §
18 5425(a). The protest is to be filed within fourteen (14) days after an aggrieved bidder knows or
19 should have known of the facts giving rise to the protest. *Id.* In this case, the notice of selection
20 of PISA's bid and rejection of PSA's bid was dated May 7, 2005, a Saturday. Fourteen days after
21 Saturday, Monday, May 7, 2005 was Saturday, May 21, 2005. Saturday's are holidays for
22 purposes of transacting public business. 1 G.C.A. § 1002. The law further provides that
23 "[w]henever any act of a secular nature, other than a work of necessity or mercy, is appointed by
24 law or contract upon a particular day which falls on a holiday, such act may be performed upon
25 the next business day with the same effect as if it had been performed upon the day appointed."
26 The next business day following Saturday, May 21, 2005 was May 23, 2005, the date of PSA's
27 protest. PSA timely filed its protest.

28 DPW also erroneously contends that PSA filing the complaint for judicial review on

1 Monday, June 13, 2005 necessitates dismissal of this case¹.

2 The time for filing judicial review of final agency action is a limitations issue and not a
3 jurisdictional issue. *HRI, Inc. v. E.P.A.* 198 F.3d 1224, 1239 (10th Cir. 2000); *Sendra*
4 *Corporation v. Magaw*, 111 F.3d 162, 167 (D.C.Cir.1997) ("If for any reason the agency reopens
5 a matter and, after reconsideration, issues a new and final order, that order is reviewable on its
6 merits, even though the agency merely reaffirms its original decision.... The new order is, in other
7 words, final agency action and as such, a new right of action accrues and starts the running of a
8 new limitations period for judicial review."); *Bishop v. Apfel*, 91 F.Supp.2d 893, 894
9 (W.D.Va.,2000)[The time limit for seeking judicial review of an administrative decision is
10 subject to equitable tolling]. *See also Valenzuela v. Kraft, Inc.*, 801 F.2d 1170, 1173-74 (9th
11 Cir.1986), as amended, 815 F.2d 570 (9th Cir. 1987)[90 day period for filing suit pursuant to right
12 to sue letter is a limitations issue and not a jurisdictional issue]. 5 G.C.A. § 5481(a) is also a
13 limitations statute subject to equitable tolling.

14 5 G.C.A. § 5480(a) vests this Court with jurisdiction to consider a procurement protest.

15 The plain language of § 5481(a) is that:

16 Protested Solicitations and Awards. Any action under § 5480(a) of this Chapter
17 shall be initiated within fourteen (14) days after receipt of a final administrative
decision.

18 Jurisprudence shows this language establishes a limitation period as opposed to an inflexible
19 jurisdictional bar. As the Supreme Court noted in *Pacific Rock Corporation v. Department of*
20 *Education*, 2000 Guam 19, 2000 WL 979988 (2000), "[i]t is clear that in the Procurement Law
21 the Legislature wisely envisioned a comprehensive, detailed scheme for settlement of contract
22 controversies before proceeding to court. Moreover, as the statute contains provisions dealing
23 with judicial and administrative relief and language providing for limitations on actions." 2000
24 Guam 19 at ¶ 23, 2000 WL 979988 at 5 (*Pacific Rock I*). *See Pacific Rock v. Department of*
25 *Education*, 2001 Guam 21 at ¶ 53, 2001 WL 1360155 at 15 (2005) ("*Pacific Rock II*") [The

26
27 ¹Since PSA's complaint requests damages it can be deemed to be subject to 5 G.C.A. §
28 6106(c)'s 18 month limitation period. *See e.g. Pacific Rock II*, 2001 Guam 21 at ¶¶ 50 - 53,
2001 WL 1360155 at 14- - 15.

1 period for filing suit under the Claims Act is a statute of limitations]. See also *Guam Housing and*
2 *Urban Renewal Authority v. Dongbu Insurance Co.*, 2001 Guam 24 at ¶¶ 10 -14, 2001 WL
3 1555206 at 2 - 3 (2001)[Adopting equitable tolling doctrine]. Moreover, *Pacific Rock I*
4 specifically noted that § 5481(a) is a limitations period which governed that action. 2000 Guam
5 19 at ¶ 28, 2000 WL 979988 at 6. The Court also held that since plaintiff “did not timely file its
6 action at the Superior Court, its claim was time-barred.” *Id.* In being a limitations statute, the 14
7 day period of § 5481(a) is subject to equitable tolling². See *Bishop, supra*. As concluded in
8 *Pacific Rock*, “ the company waited an inordinate length of time to bring its action. The laws
9 assist those who are vigilant, not those who sleep over their rights.” 2000 Guam 19 at ¶ 32, 2000
10 WL 979988 at 7. Likewise, in *Perez v. Guam Housing & Urban Renewal Authority*, 2000 Guam
11 33, 2000 WL 1876788 (2000), the Supreme Court acknowledged that the time for filing suit
12 under the Claims Act is a limitations period which is subject to tolling in equity. Indeed, *Perez*
13 examined the facts to determine whether equity justified tolling the limitations period. 2000
14 Guam 33 at ¶¶ 12 - 18, 2000 WL 1876788 at 3-4. After reviewing the facts *Perez* concluded
15 equitable tolling was not proper because of the “neglect in filing the Complaint in this case well
16 beyond the Claims Act limitations period is not excusable. Unlike *Pacific Rock I* and *Perez*, the
17 facts in this case justify equitable tolling. PSA not being advised how to navigate the appeal
18 process, especially given the non existence of the Appeals Board, justifies equitable tolling of the
19 limitations period from Friday, June 10, 2005 until Monday, June 13, 2005, at a minimum³.

20 Furthermore, equitable tolling is justified and dismissal is not appropriate as the May 27,
21 2005 letter violates due process since it did not inform or advise PSA how to exercise its right to
22 administrative and judicial review. See *Gonzalez v. Sullivan*, 914 F.2d 1197 (9th Cir.1990).

23 _____
24 ²The statute of limitations is an affirmative defense which is waived if not pled and the
25 failure prejudices the plaintiff. See *Manvil Corp. v. E.C. Gozum & Co., Inc.*, 1998 Guam 20 at ¶¶
26 13 - 14, 1998 WL 689650 at 6 (1998). DPW did not plead the affirmative defense in its answer
27 and waiting until one week before the scheduled trial date to raise the issue is prejudicial to
28 plaintiff.

³The fourteenth day was on a Friday, May 10, 2005. PSA filed this case on Monday, May
13, 2005, which was the next business day. See 1 G.C.A. § 1004

1 *Gonzalez* addressed the sufficiency of a notice advising a party of an adverse
2 administrative decision. In ruling on this issue, *Gonzalez* noted “[o]ne of the fundamental
3 requirements of procedural due process is that a notice must be reasonably calculated to afford
4 parties their right to present objections.”⁹ 14 F.2d at 1203. It was then reasoned that “[r]equiring
5 notices to accurately state how a claimant might appeal an initial decision does not impose a
6 significant financial or administrative burden” on the administrative agency. *Id.* The Court then
7 held that the notice in that case was “sufficiently misleading” concerning the administrative
8 process that it violated due process. *Id.*

9 The procurement code also expressly requires that an agency decision denying a protest
10 “(1) state the reasons for the action taken; and (2) **inform the protestant of its right to**
11 **administrative and judicial review.**” 5 GCA § 5425(c)[emphasis added]. The applicable law at
12 the time of the denial of PSA’s protest provided for an appeal to the Appeals Board, a non
13 existent body. The denial in this case did not inform PSA of how to navigate review process
14 given the absence of an Appeals Board. Instead, the denial letter simply parroted the language of
15 § 5425(c)(2) by informing PSA that “[u]pon receipt of this letter, you are, therefore, notified of
16 our determination and that you have a right to seek administrative and judicial review.” PSA was
17 not given any guidance on how to navigate obtaining review of the protest denial given the non-
18 existent Appeals Board⁴. Even more so, the May 27 letter was misleading as it expressly
19 indicated that PSA had the right to administrative review of the denial even though that right was
20 non existence. In fact, the protest denial did not even inform PSA that the Appeals Board was
21 non-existence. It is clear that the denial of PSA’s protest failed to provide any guidance on how
22 PSA should proceed with an appeal despite being required to do so by § 5425(c). This results in
23 the May 27, 2005 letter violating due process. *Id.* See also *Pickens v. Shelton-Thompson*, 3 P.3d
24

25
26 ⁴Although an Appeals Board decision was necessary before a party could seek judicial
27 review in this Court. Since an Appeals Board did not exist, seeking administrative review from
28 the Appeals Board of the protest denial would have been futile. See *Amerault v. Intelcom Support
Services, Inc.*, 2004 Guam 23 at ¶ 6 n.4, 2004 WL 2938912 at 2 n. 4.(2004). This renders the
protest denial a final administrative decision for purposes of seeking judicial review.


1 603, 607 - 608 (Mont.,2000); *Bidstrup v. Wisconsin Dept. of Health and Family Services*, 632
2 N.W.2d 866, 870 - 871 (Wis. App. 2001); *Alexander & Alexander, Inc. v. Louisiana*, 596 So.2d
3 822 (La.App. 1991). This due process violation precludes dismissal of this case. *Id.*

4
5 **CONCLUSION**

6 Jurisdiction exists over this action as the time for filing a complaint for judicial review
7 under the procurement code is a limitations period subject to equitable tolling as opposed to
8 being an inflexible jurisdictional bar. Although DPW waived any limitations defense as it did not
9 plead a limitations period as an affirmative defense, that is immaterial in that the facts justify an
10 equitable tolling of the limitations period. In any event, dismissing this case would violate due
11 process given the insufficient notice of the appeal process in the May 27, 2005 protest denial
12 letter.

13 A status conference for setting a trial date shall be held on AUG 14 2006 at
14 2:30pm.

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16 So ORDERED this 11 day of July, 2006.

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19 HONORABLE STEVEN S. UNPINGCO
Judge, Superior Court of Guam

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JUL 12 2006



Anita Cruz <anita.cruz@gsa.guam.gov>

GSA-059 and 065-14

3 messages

Paul N.I. Cepeda <paul.cepeda@dpw.guam.gov> Thu, Sep 18, 2014 at 9:01 AM
To: Claudia Acfalle <claudia.acfalle@gsa.guam.gov>, Anita Cruz <anita.cruz@gsa.guam.gov>, Robert Kono <robert.kono@gsa.guam.gov>
Cc: Carl Dominguez <carl.dominguez@dpw.guam.gov>, "John Weisenberger, AG" <jweisenberger@guamag.org>, "Todd A. Gillan" <todd.gillan@dpw.guam.gov>

Good Morning All,

Just following up on the status on the above mentioned bid which are the school buses and heavy equipment bid.

On our last meeting it was discussed that on the heavy equipment bid some of the equipment can be awarded while others may be canceled and re-bid.

Regarding the school buses when do you want DPW to re-submit the specs with or without changes? Or is GSA going to make the changes and re-submit for bid?

Thanks
Paul

Anita Cruz <anita.cruz@gsa.guam.gov> Thu, Sep 18, 2014 at 10:40 AM
To: "Paul N.I. Cepeda" <paul.cepeda@dpw.guam.gov>

Hi Paul

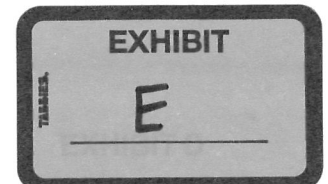
DPW was to do their specifications over because of the "Rivets" that only Blue Bird does the rivets only which makes it proprietary. But at this time no bids will be process until the new fiscal year when system opens. I am working on the heavy equipment but very short of staff for closing out but I will try and get this done today... Thanks for your patience.

Anita
[Quoted text hidden]
--

Anita Cruz
Government of Guam
General Services Agency
Email: anita.cruz@gsa.guam.gov
Tel: (671) 475-1713
Fax: (671) 475-1727

Paul N.I. Cepeda <paul.cepeda@dpw.guam.gov> Thu, Sep 18, 2014 at 10:54 AM
To: Anita Cruz <anita.cruz@gsa.guam.gov>

Hi Anita,



Ok well talk to Todd and the Director on making that change..and yes I very much understand your shortage of personnel especially towards the end of the Fiscal year.. thanks for the update

Paul

[Quoted text hidden]



MADE SMART.
URBAN JUNGLE SAFE.

FEATURES & BENEFITS Lion 360° School Bus

Features & Benefits of the 15-year life cycle Lion Bus:

102" Exterior Body Width: Lion's revolutionary 102" exterior width provides the end user with the maximum amount of usable interior space at the cost of only the rough width of an iPhone per side of the bus body. Customers may choose to utilize that space for wider seating for passengers to increase the "real" seated capacity of the bus or they can choose to get added aisle width for ease of use. The wider body facilitates lap/shoulder belt seat installation without crowding the aisle space. Additionally, if 2-by-2 activity seating is used, the Lion 360° gives full over-the-road motorcoach capacity with school bus safety for peace of mind.

Composite Exterior Panels: One-piece roof and one-piece exterior side body panels constructed of Glass Fiber Reinforced Polymer (GFRP). GFRP has over 50 years of history and provides the best combination of strength, weight, mechanical properties, and the best corrosion resistance in the transportation marketplace.

GFRP is roughly as strong as Aluminum sheeting in yield strength yet provides superior energy absorption properties.

Weight savings help make the vehicle exhibit strong fuel savings characteristics.

GFRP is formed in shapes that can aid in aerodynamic qualities of the vehicle while providing parts that fit together with better dimensional tolerances. Parts fit together.

Finally, GFRP provides the maximum corrosion resistance. Aluminum will corrode overtime albeit slower than steel. However, when paired with steel structure, aluminum will corrode more rapidly due to dissimilar metal reaction when not properly isolated or as insulation material deteriorates. Composite materials do not exhibit this phenomenon. Steel will corrode unless treated with a strong galvanic treatment. However, today's harsh chemicals used to clear snow and ice from roadways make steel paneling corrode at an extremely rapid rate. These commonly used chemicals do not corrode composite material.

Lion Bus GFRP panels have a life cycle expectancy of approximately 20 years.

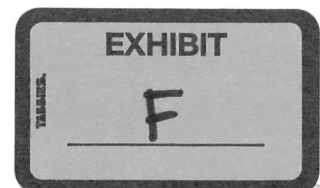
Gel Coat Exterior Color: "No Paint" exterior coloring. Polyester resin Gel Coat provides a hard, glossy finish to the exterior of the vehicle. Gel Coat can be offered in a variety of different colors. Gel Coat gives a thicker, more lasting finish than paint. Also, repair and re-conditioning of Gel Coat can be done by unskilled labor making it something that can be done at less expense to the owner.

Reduced use of Mechanical Fasteners: Approximately 200 rivets used in construction of the bus while competitive brands use as many as 7,000 rivets or screws. The Lion 360° uses structural adhesive to achieve a stronger attachment between external paneling and framing. Structural adhesive provides a number of advantages over traditional riveted or screwed construction.

Adhesives provide a strong connection between panel and frame over the entire length of the connection between the two. This makes for stronger performance of the joint. Additionally, whereas traditional mechanical fasteners loosen and lose strength of connection over time, adhesive joints maintain constant strength characteristics over the life of the vehicle.

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www.lionbuses.com





MADE SMART.
URBAN JUNGLE SAFE.

Structural adhesives enhance energy absorption during impact reducing or eliminating failure of the bonded seam.

The structural adhesive provides superior bonding of dissimilar materials. This results in not only strength but also improved corrosion performance. Finally, the ability to eliminate mechanical fasteners reduces the number of holes you have in the structure of the vehicle. Over time, holes created by mechanical fasteners can widen with the repetitive stress exhibited on a school bus and create leak paths for water intrusion. Water intrusion immediately impacts passenger comfort and creates corrosion over the long term, shortening the service life of the bus.

Reduced number of seams and joints: Single piece exterior paneling construction eliminates joints and seams. This reduction in places where water can penetrate the interior of the bus makes for a more comfortable trip and reduces corrosion concerns.

TPO Lower Skirt Paneling: Thermoplastic lower skirt paneling does not require any maintenance. TPO skirts are less expensive to repair if needs be because the price of replacement parts is lower and replacing the skirts requires significantly less labor. Parts are molded in color and require no painting. Additionally, parts are molded in color all the way through so minor abrasions and gouges in the material are largely invisible. Multitude of colors are available.

Polyethylene Stepwell "Tub" and Battery Box: Polyethylene is used in everything from containers to artificial knee and hip replacement materials to bulletproof vests. Polyethylene provides an extremely flexible material that can absorb hard impacts without breaking. It also provides acid resistance in use as a battery box material that will corrode when using a steel construction.

One-Piece Galvanized Roof Bows: Steel cage, one-piece roof bow construction has become the school bus industry standard now for the past 30 years. The Lion Bus uses this same proven structure under its anti-corrosion exterior paneling. However, the lion incorporates a "boxed" hat section at the top of the roof bow over the entire length of the bus to provide greater repetitive stress distribution in the roof structure.

Full-length Steel inner header panel: In addition, Lion provides an 18" full-length steel inner header panel running from the top of the windows through the radius of the roof bow. This inner header helps spread repetitive stress forces out away from the corner of the roof bow to help prevent cracking over the life of the bus.

Chassis and Body Warranty: The Lion Bus standard exterior paneling warranty is 7-years. That is two years longer than any other MFSAB Original Equipment Manufacturer. The chassis has a limited 5-year warranty including the engine and transmission.

"Conventional" non-multiplex wiring system: Lion Bus has chosen to use a "conventional" non-multiplexed wiring system. Color and number coded for easy diagnostics and repair.

LED Lighting: Lion has gone standard with LED lighting around the entire bus body. Light Emitting Diodes exhibit 20 times the life expectancy of an incandescent bulb. Also, LED's exhibit very high efficiency ratings. A typical LED will provide 80% efficiency as compared to the 20% efficiency of an incandescent light bulb. This translates to less power consumption and lower draw on your electrical system. LED's provide bright, instantaneous light performance that enhances safety in low light or poor weather. Finally, Lion Bus buses equipped with traffic control warning lamps utilize

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GOV'T OF GUAM
G.S.A.

DOOLEY ROBERTS & FOWLER LLP
ATTORNEYS AT LAW

2014 NOV 10 AM 5:07

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Of Counsel:
MELINDA C. SWAVELY
RECEIVED

Writer's Direct Email:
Fowler@GuamLawOffice.com

November 10, 2014

PROCUREMENT PROTEST

VIA FACSIMILE TRANSMISSION
and HAND DELIVERY

Claudia Acfalle
Chief Procurement Officer
General Services Agency
148 Route 1 Marine Corps Drive
Piti, Guam 96915
Tel: (671) 475-1707
Fax: (671) 472-4217

RE: GSA065-14 – School Bus (60 Passenger)

Dear Ms. Acfalle,

This office represents Morrigo Equipment, LLC (“Morrigo”), 197 Ypao Road, Tamuning, Guam 96913, with respect to GSA065-14 (“IFB”), a procurement solicitation for 60 passenger school buses.

Morrigo hereby files its protest with respect to the above-referenced procurement for which the GSA held a bid opening on August 12, 2014.

The reasons for this protest are as follows:

The GSA advised Morrigo on September 9, 2014, that its bid was rejected for non-compliance with the specifications requiring the use of rivets on all exterior body parts. The GSA further advised that this solicitation will be re-bid.

Morrigo has now learned that Triple J filed a protest regarding its bid being rejected as non-responsive for failure to submit descriptive literature, to include mandatory drawing/seating plans. This was and remains a material deviation from the mandatory requirements of the IFB.

EXHIBIT

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Claudia Acfalle
Chief Procurement Officer
General Services Agency
November 10, 2014

After the GSA denied that protest on September 26, 2014, Triple J waited over one month to file an appeal with the Office of Public Accountability. Despite the rejection of the Triple J bid for being non-responsive, Morrico is informed and believes that the GSA is now preparing to make a contract award to Triple J for the buses sought by this procurement, and without setting aside its prior cancellation of the procurement and despite its rejection of the Triple J bid as non-responsive.

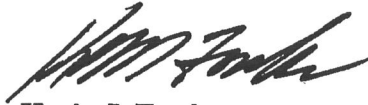
Morrigo hereby protests any award of a contract to Triple J because its bid was non-responsive at bid opening for failure to provide the required literature, to include the drawing/seating plan. Further, the Triple J bid did not include any specifications that would allow the GSA to determine whether Triple J was offering what the government was soliciting. This is a material omission and one that cannot be rectified after bid opening. Finally, Morrigo is informed and believes that the Bluebird bus being offered by Triple J fails to meet the exterior rivet specifications of the solicitation.

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.

I look forward to your resolution of this protest expeditiously.

Sincerely,

DOOLEY ROBERTS & FOWLER LLP



Kevin J. Fowler

KJF: tg/M-278.19

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

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

Ray Tenorio
Lieutenant Governor

Benita A. Manglona
Director

John A.B. Pangelinan
Acting Deputy Director

November 12, 2014

Memorandum

Mr. Kevin J. Fowler, Esq.
c/o Dooley, Roberts and Fowler, LLP
865 South Marine Corps Drive, Suite 201
Tamuning, Guam 96913

DOOLEY ROBERTS & FOWLER LLP
RECEIVED
NOV 13 2014
3:01 Monique

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

Dear Mr. Fowler:

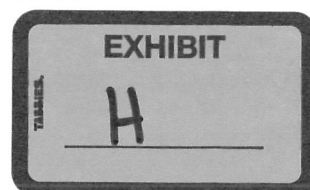
We are in receipt of your protest dated November 10, 2014, in which you protested the award of the above stated bid to Triple J Enterprises. You had indicated the basis for your protest as that GSA advised Morrico on September 9 that your client's bid was rejected for con-compliance with the specifications requiring the use of rivets on all exterior body parts and that this solicitation will be re-bid.

That you learned that Triple J filed a protest regarding the bid being rejected as non-responsive for failure to submit descriptive literature as a material deviation from the mandatory requirements of the bid. Further that after Triple J filed an appeal with the OPA, GSA is prepared to make a contract award to Triple J.

You are protesting the award because you believe that the Triple J bid was non-responsive for failure to provide the required literature; further, that Triple J failed to include any specifications that would allow GSA to determining whether Triple J was offering what the government was soliciting. Finally, you argue that you believe that the Triple J bid did not meet the rivet requirement of the bid.

On October 29, 2014, Triple J filed an appeal with the Office of Public Accountability (OPA case number 14-009). As stated in 5 GCA Section 5425(b) in pertinent part:

The Chief Procurement Officer....shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle, and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective concerning the solicitation or award of a contract.



This is what was done to resolve the appeal. Furthermore, the OPA signed the agreement as well. Therefore, your protest is denied. You have the right to seek any judicial or administrative review authorized by law.

RWK 11/13/14

CLAUDIA S. ACFALLE
Chief Procurement Officer

DOOLEY ROBERTS & FOWLER LLP
ATTORNEYS AT LAW

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Of Counsel:
MELINDA C. SWAVELY

Writer's Direct Email:
Fowler@GuamLawOffice.com

November 21, 2014

PROCUREMENT PROTEST

VIA FACSIMILE TRANSMISSION
and HAND DELIVERY

Claudia S. Acfalle
Chief Procurement Officer
GENERAL SERVICES AGENCY
148 Route 1 Marine Corps Drive
Piti, Guam 96915
Tel: 475-1707 / Fax: 472-4217

RE: GSA065-14 – School Bus (60 Passenger)

Dear Ms. Acfalle,

This office represents Morrico Equipment, LLC (“Morrico”), 197 Ypao Road, Tamuning, Guam 96913, with respect to GSA065-14 (“IFB”), a procurement solicitation for 60 passenger school buses.

Morrigo hereby files its protest with respect to the above-referenced procurement for which the GSA held a bid opening on August 12, 2014.

The reasons for this protest are as follows:

The GSA advised Morrico on September 9, 2014, that its bid was rejected for non-compliance with the specifications requiring the use of rivets on all exterior body parts. The GSA further advised that it had cancelled the solicitation and that it would be putting it out for a re-bid. That statement has turned out to be untrue and has misled Morrico to its detriment.

At some point, that GSA determined that it would rescind its prior determination to cancel and re-bid the procurement and to, instead, award a contract to Triple J for the subject buses. The GSA apparently made this determination despite the fact that it had rejected Triple

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G.S.A.

EXHIBIT

I

Claudia S. Acfalle
Chief Procurement Officer
GENERAL SERVICES AGENCY
November 21, 2014

J's bid at bid opening because it was non-responsive and because the mandatory provisions of the IFB required GSA to reject the Triple J bid.

Morrigo has a due process right to notice of the government's actions which affect Morrigo's interests in this procurement, and an opportunity to be heard. The GSA did not give notice to Morrigo that it was rescinding its decision to cancel and re-bid the procurement and that it had instead determined to award a contract to Triple J. Further, the GSA did not allow Morrigo the opportunity to be heard on that matter and has thereby violated Morrigo's basic rights to due process. The process followed by the GSA in this matter is so fundamentally unfair that Morrigo has been denied an opportunity to compete equally in this IFB.

If the GSA is now rescinding its determination to cancel and re-bid the procurement, previously made on September 9, 2014, Morrigo is entitled to be placed back into the position it would have been in on September 9, 2014, with all remedies under the procurement code available to it. For example the Superior Court of Guam cited to the case of *Sendra Corporation v. Magaw*, 111 F.3d 162,167 (D.C.Cir. 1997), for the proposition that "[i]f for any reason the agency reopens a matter and, after reconsideration, issues a new and final order, that order is reviewable on its merits, even though the agency merely reaffirms its original decision The new order is, in other words, final agency action and as such, a new right of action accrues and starts the running of a new limitations period for judicial review." See, *Pacific Security Alarm, Inc., v. Department of Public Works*, Civil Case No. CV0591-05 (Decision and Order, July 11, 2006, p.3). The Superior Court in *Pacific Security Alarm*, also cited to *Gonzalez v. Sullivan*, 914 F.2d 1197, 1203 (9th Cir. 1990), for the proposition that "[o]ne of the fundamental requirements of procedural due process is that a notice must be reasonably calculated to afford parties their right to present objections." See, *Id.*, p. 5. The GSA did not notify Morrigo of its determination to rescind its cancellation of the IFB or its determination to award the contract to Triple J despite the fact that it had previously rejected the Triple J bid as being non-responsive at bid opening.

The GSA previously rejected the Triple J bid as non-responsive for failure to submit descriptive literature, to include mandatory drawings/seating plans. Item 19 of the general terms and conditions governing descriptive literature required that the GSA reject the Triple J bid as non-responsive. The seating plan was necessary so that procurement personnel could verify that the bus being offered met the requirements of the specifications, all as recognized by the procurement personnel assembled to evaluate Triple J's bid. See, In the Matter of Appeal of Triple J Enterprises, Inc., OPA-PA-14-009, Exhibit N.

In addition, Triple J did not submit any other specifications for the buses that it was offering as required by item 19 governing descriptive literature. While Triple J submitted a Bluebird brochure, Triple J did not mark it up to illustrate which optional components discussed in that brochure that Triple J was actually offering the GSA. Attached hereto as **Exhibit A** are the specifications submitted by Morrigo with its bid. From these specifications, the GSA and

Claudia S. Acfalle
Chief Procurement Officer
GENERAL SERVICES AGENCY
November 21, 2014

DPW can verify each of the component parts of the buses that Morrico is offering. Triple J did not provide any similar specifications to the GSA or DPW that are equivalent to those provided by Morrico and attached hereto. Accordingly, the GSA and DPW cannot verify the component parts being offered by Triple J, to include the engine, transmission, brakes and numerous other critical bus components; all of which are shown by the Morrico specifications submitted with its bid.

The GSA and DPW cannot know, for example, whether Triple J is offering a Cummins or Ford engine. However, if it is the Cummins engine, Morrico is informed and believes that Triple J is not an authorized Cummins engine dealer on Guam and is not permitted to perform warranty claim service on a Cummins engine. Item 16(g) of the general terms and conditions of the IFB required that the GSA consider, in its determination of a lowest responsible bidder, "[t]he ability of the bidder to provide future maintenance and services for the subject of the award." Triple J has not provided any documentation that it is certified to provide warranty maintenance and services on a Cummins engine. Triple J did not produce with its bid, the actual production specification document from the bus manufacturer printed out in accordance with the bid specifications. Nor did it submit any engine specification document, a transmission specification document or even documentation that it is an authorized Bluebird bus dealer for Guam.

Despite these mandatory requirements, the GSA has now apparently decided that none of these requirements matter. Further, the GSA has now apparently allowed Triple J to modify its bid after bid opening. But the GSA's IFB expressly provided with respect to late modifications that "[a]ny 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" Additionally, the IFB provided that "[n]o 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." 5 GCA § 5211(f) provides that "all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Chief Procurement Officer" Morrico is unaware of any determination made by the Chief Procurement Officer in compliance with the foregoing law to allow Triple J to modify its bid or to correct any purported mistake in its bid submission. Nor is Morrico aware of any determination by the GSA that the necessity of Triple J to correct or modify its bid was caused by an act or omission of territorial procurement personnel.

Had the GSA not cancelled the IFB and advised Morrico that it was going to re-bid it, Morrico would have protested the rejection of its bid based on the exterior rivet specification. Instead, it sought to work with the GSA and the DPW to develop proper specifications by requesting that the GSA and DPW work directly with all interested manufacturers in the development of specifications. See, **Exhibit B**. The exterior rivet specification is a restrictive

Claudia S. Acfalle
Chief Procurement Officer
GENERAL SERVICES AGENCY
November 21, 2014

specification that has no material effect on the school buses being acquired by the GSA. Morrico's manufacturer, Thomas Built Buses ("TBB"), uses screws in certain exterior areas in order to make replacement or repair of those exterior components easier. Further, there is no difference in corrosive resistance between rivets and the screws used by TBB.

However, if the GSA refuses to acknowledge that the use of screws in the assembly of certain exterior parts having the same anti-corrosive properties of the specified rivets, then the Triple J bid of a Bluebird bus must be rejected for the same reason. Bluebird produced a video that can be found on YouTube at: (<http://www.youtube.com/watch?v=-Wx11hn7d58>), which shows the manufacturing process for Bluebird school buses. At 2:34 of the video, the manufacturing process shows the installation of exterior rub rails with screws. Right after that, the video shows the installation of interior ceiling panels with the use of a rivet gun. Accordingly, the Bluebird bus offered by Triple J does not appear to meet the exterior rivet specification which the GSA utilized as a basis for rejecting the Morrico bid. If the Morrico bid had to be rejected for not meeting the exterior rivet specification, then the Triple J bid must be rejected on that same basis.

In addition to the foregoing, Morrico offered a 180 day delivery time against a 240 day delivery time offered by Triple J. *See, Exhibit C.* Delivery time can be considered by the GSA and measured against a cost difference between vendors in determining who the lowest responsive and responsible bidder is. *See, 5 GCA § 5010.* Morrico's 180 day delivery time is at least 10% shorter than the Triple J's 240 day delivery time. In addition, Morrico's bid price does not exceed 105% of the Triple J bid price. Accordingly, by all measures, this contract should have been awarded to Morrico.

Morrigo hereby protests any award of a contract to Triple J because its bid was non-responsive at bid opening for failure to provide the required literature, to include specifications equivalent to those submitted by Morrico and attached as **Exhibit A** hereto, as well as its failure to submit the mandatory drawings/seating plans. In addition, Morrico protests the GSA's rejection of its bid for failure to meet the exterior rivet specification. That specification is unduly restrictive and anti-competitive. Triple J's bid of a Bluebird bus does not meet this specification either. Morrico requests that the GSA determine that the use of screws in certain exterior bus components is equal to the use of rivets and that the GSA award the contract to Morrico for all of the reasons explained above.

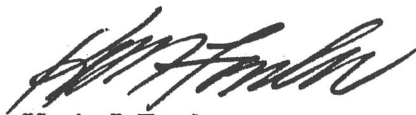
Please be advised that pursuant to the Guam Procurement Law you are not to proceed further with the procurement or award of a procurement contract prior to resolution of this bid protest. *See, 5 G.C.A. § 5425.*

Claudia S. Acfalle
Chief Procurement Officer
GENERAL SERVICES AGENCY
November 21, 2014

I look forward to your resolution of this protest expeditiously.

Sincerely,

DOOLEY ROBERTS & FOWLER LLP

A handwritten signature in black ink, appearing to read "Kevin J. Fowler", written in a cursive style.

Kevin J. Fowler



ADDRESS: 197 Ypao Road Tamuning GUAM 96913

OFFICE Phone 1-671-649-1946
Fax 1-671-649-1947

SPARE Phone 1-671-646-7914
PARTS Fax 1-671-646-7900

WEB: www.morricequipment.com



IFB No. GSA-065-14

School Bus (60 Passenger)

2015 Thomas Built C2, 60 Passenger School Bus - Specifications.

Dated :16 July 2015

Model Profile: Saf-T-Liner C2 281TS

Product Type ;	School Transportation
Year :	2015
Chassis Model:	B2 106
Chassis MFG:	FLNER
GVWR:	29,000-lb
Passenger Capacity:	60
Headroom:	78
Wheelbase:	238
Brake Type:	AIR
Engine Type:	CUMMINS ISB200 DIESEL, 6 Cyl, 200 HP, 2600 RPM
Fuel Type:	DIESEL
Fuel Tank Capacity:	60
Transmission Type:	Allison 2500
Axle, Front:	DA-F-10-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE, 10000-lb Capacity
Axle, Rear:	DA-RS-19-2 19,000# R-SRS SINGLE REAR AXLE, 19000-lb Capacity
Tires, Front:	FRONT GOODYEAR G661 HSA 11R22.5 14 PLY TIRES
Tires, Rear:	REAR GOODYEAR G661 HSA 11R22.5 14 PLY TIRES
Suspension Front:	10,000 LB. TAPERLEAF FRONT SUSPENSION
Suspension Rear :	COMFORT TRAC 19K 52 INCH RR SPRING SUSPENSION

Includes the Following Equipment:

BODY

ACCESSORIES

1 [D131100001] LOCKS-KEYED ALIKE #CH545

ON-SITE DIESEL DELIVERY





Sales, Rental, Parts and Service



ADDRESS: 197 Ypaó Road Tamuning GUAM 96913

OFFICE: Phone 1-671-649-1946
Fax 1-671-649-1947

SPARE PARTS: Phone 1-671-646-7914
Fax 1-671-646-7900

WEB: www.morricequipment.com



IFB No. GSA-065-14

School Bus (60 Passenger)

2015 Thomas Built C2, 60 Passenger School Bus - Specifications.

Dated :16 July 2015

Page 2.

CERTIFICATION/SAFETY

- 1 [D102200000] REFLECTTAPE-RR END YEL 1"
- 4 [D102500000] REFLECTTAPE-P/O WDO YEL
- 1 [D102901000] REFLECTIVE TAPE-EMERGENCY DOOR REAR YELLOW
- 1 [D103400281] REFLECTTAPE-SIDE 2" @ FLR YEL
- 1 [D103900000] FIRE EXTINGUISHER-5 3A-40BC
- 1 [D107000000] REFLECTORS-AMBER(2) MID BDY 3"
- 1 [D107100000] REFLECTORS-RED (4) RR/RR SI 3"
- 1 [D107303002] HATCH-ROOF ESCAPE MODEL 1900 ENGLISH (2)
- 1 [D108700002] HANDLES-W/S SERVICE, BLACK
- 1 [D110024SCO] KIT,FIRST AID 24 UNIT S.C.
- 1 [D110100000] KIT - BODY FLUID CLEAN-UP NATIONAL STANDARDS
- 1 [D116100008] LOC-VEST,FLR.PLT.LEFT 5LB F.E. & FRICTION BRACKET
- 1 [D122400000] TRIANGLES-REFL. 3 W/BOX
- 1 [D129400000] LOC-O/H STOR TRIANGLE FLARE
- 1 [D500000004] DUOSTYLE, N-HTD, EXTND RS BKT
- 1 [D500300000] MIRROR-SYSTEM B EXTERIOR CROSSVIEW BLACK BRACKET
- 1 [D500601015] SIGN-STOP, AIR FRT #2980C
- 1 [D602200000] MIRROR-INTERIOR 6"X30" WITH RUBBER EDGE
- 1 [FL-99C-013] 2013 EPA/CARB EMISSION CERTIFICATION

DOORS

- 1 [D200301005] STEP-RS ALUM.ENT.DR 8.75"RISER
- 1 [D300800000] LATCH-DOOR INTERIOR STORAGE OVER WINDSHIELD
- 1 [D302000000] VANDALOCK-REAR DOOR W/BOLT
- 1 [D302305005] DOOR-ENT AG2 TINT TEMP LOCK
- 1 [D302404000] POWER SYSTEM-AG2 AIR ENTRANCE DOOR
- 1 [D303911000] VANDALOCK-ALUM.ENT.DR.CYLINDER W/KEY
- 1 [D603000000] PAD-DR HEADER, RR EMER 36"W
- 1 [D608501003] TREAD-STEP ALUMINUM ENTRANCE DOOR BLACK KORSEAL W/PEB NOSING
- 1 [D610339002] RAIL-ASSIST FRT ENT DR 39"W

Page 2 of 9

ON-SITE DIESEL DELIVERY





ADDRESS: 197 Ypao Road Tamuning GUAM 96913
 OFFICE: Phone 1-671-649-1946
 Fax 1-671-649-1947
 SPARE Phone 1-671-646-7914
 PARTS: Fax 1-671-646-7900
 WEB: www.morricequipment.com



IFB No. GSA-065-14

School Bus (60 Passenger)

2015 Thomas Built C2, 60 Passenger School Bus - Specifications.

Dated :16 July 2015

Page 3.

ELECTRICAL - BODY

- 1 [D105400001] FAN-CIRC MID W/S HDR BLACK
- 1 [D105600000] FAN-CIRC DRV'S WDO HDR BLACK
- 1 [D106600003] HORN-SPEAKER LS COWL LEG
- 1 [D106900003] RADIO-AM/FM W/CD & PAGE
- 1 [D301100001] ELEC-PWR CELL PHONE OUTLET LS
- 1 [D303104002] OPER-DOOR AIR ENT.W/ BAT.2 POS.
- 1 [D400200000] MONITOR-LAMPS WARNING/STOP/TAIL/TURN
- 1 [D402400003] OPERATION-STEPWELL LAMPS WITH IGNITION/DOME SWITCH(S)
- 1 [D402500000] LAMPS-STEPWELL WITHOUT HOOD (1)
- 1 [D402801002] LPS-STP/TAIL/DIR AMBER/REV LED
- 1 [D405900001] LPS-LIC PLATE ILLUMINATION LED
- 1 [D406212008] LPS-WARNING LED STROBE (8)
- 1 [D406601026] OPER-LPS WARNING (8) PKG 28
- 1 [D406700000] OPERATION-LAMPS REVERSE WITH REAR EMERGENCY DOOR OPEN
- 1 [D406900003] LAMPS-ID AMBER/RED LED
- 1 [D407002000] LPS-MKR ROOF F/R LED W/SHLD
- 1 [D407102000] LPS-MKR ROOF MID LED W/SHLD
- 1 [D408901000] LPS- STOP/TAIL 4" FLS.MT L.E.D.
- 1 [D412200000] LAMPS-PILOT WARNING LIGHTS RED
- 1 [D412300000] LAMPS-PILOT WARNING LIGHTS AMBER
- 1 [D418600002] OPER-PRE-TRIP INSPECTION
- 1 [D419601001] ELEC-SEAT BELT PILOT LAMP
- 1 [D419700001] OPER-SEAT BELT PILOT LAMP
- 1 [D419900000] LAYOUT-ROCKER SWITCH STANDARD
- 1 [D420300000] CIRCUITRY-MULTIPLEX PRESENT
- 1 [D602001281] SPEAKERS-INT. 30 WAT.(6) 281T

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ON-SITE DIESEL DELIVERY





Sales, Rental, Parts and Service



ADDRESS: 197 Ypao Road Tamuning GUAM 96913

OFFICE: Phone 1-671-649-1946

Fax 1-671-649-1947

SPARE Phone 1-671-646-7914

PARTS: Fax 1-671-646-7900

WEB: www.morricequipment.com



IFB No. GSA-065-14

School Bus (60 Passenger)

2015 Thomas Built C2, 60 Passenger School Bus - Specifications.

Dated :16 July 2015

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EXTERIOR

- 1 [D108800002] FLAPS-MUD, REAR 22.5"W
- 1 [D108900001] FLAPS-MUD, FRONT 16"W X 12"H
- 1 [D109000000] HOOKS-TOW, REAR BOLTED (2)
- 1 [D110500000] STEPS-EXT W/S SERVICE
- 1 [D200200002] FENDER-QUARTER 24" BATTERY BOX DOOR
- 1 [D200600000] BODY ADJUSTMENT-FREIGHTLINER, BTR RS FUEL FILL LOCATION
- 1 [D202800001] FLOOR-NON ADA
- 1 [D309901000] LATCH-STORAGE COMPARTMENT 30/60 LOCK RIGHT SIDE 1ST
- 1 [D502600000] BUMPER-REAR 2 BRACES NO EXHAUST HOLE
- 1 [D503302000] CAP-FRT ROOF VENT W/WARN.LPS.
- 1 [D503402000] CAP-REAR ROOF W/WARN.LPS.
- 1 [D504006281] SHEET-LWR, L MID 20G,21"
- 1 [D504106281] SHEET-LWR,L RR 20G,21"
- 1 [D504206281] SHEET-LWR,R MID 20G,21"
- 1 [D504402008] VISOR-EXT.@ WARN LPS (8)
- 1 [D504500003] DOOR-U/B L BATTERY 24"
- 1 [D507400003] LATCH-BATT DOOR LOCKING
- 1 [D507600000] LATCH-FUEL FILL ACCESS (THUMB)
- 1 [D508200003] RS STORAGE BOX 1 - 30" WIDE
- 1 [D510900000] VENT-STATIC PRESENT
- 1 [D511800000] LATCH-NON-LOCKING DEF ACCESS DOOR
- 1 [D512900000] RAIL-SNOW RAIL PRESENT

INTERIOR

- 1 [D106500000] VISOR-WINDSHIELD SUN 6"X30" TINTED
- 1 [D123000002] DOOR-STORAGE BOX W/O GLASS
- 1 [D300601002] DOOR-ACC SOLID PANEL
- 1 [D309001001] LATCH-DR INT STOR OVR DRVRSHDR
- 1 [D510800001] BTR FUEL FILL RECESS, W/DOOR
- 1 [D601402281] STRIPS-AISLE, GALVALUME 281T
- 1 [D601508281] FLR-BLK VINYL W/13" CTR AISLE 281T
- 1 [D601700281] FLR-PLYWOOD 5/8" 281T
- 1 [D608600000] TRIM-STEPWELL HORIZONTAL WITH DIAMONETTE NOSE
- 1 [D609901002] INSULATION-FRT BULKHEAD W/ACRSY 2"POLY
- 1 [D616800281] SEALANT-PLYWOOD FLOOR EDGES
- 1 [D617000000] SEALING-FLOOR COVERING

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ON-SITE DIESEL DELIVERY





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Dated :16 July 2015

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MISC

- 1 [A0000CHECK] LOOSE ITEM OPTIONS - CHECKLIST
- 1 [A200100000] PDI IDENTIFIER-DEALER PERFORMED
- 1 [D125200000] MANUAL-DRVR'S/MAINT.ENGLISH
- 1 [F018-002-R] PRICE ADJ-IN COMBINATION W/101-2N2 W/001-310
- 1 [F386-055-5] PRICE ADJUSTMENT - IN COMBINATION WITH 545-605 238"
- 1 [F546-021-C] PRICE ADJUSTMENT-IN COMBINATION WITH 545-605 238" WB
- 1 [FL-141-998] NO COOLANT HEATER - GAS/DIESEL
- 1 [TB-001-310] SAF-T-LINER C2

PAINT/LETTERING

- 1 [D100600000] LABEL-P/O WDO EMER EXIT 2" RED
- 1 [D101502001] LABEL-ENGLISH AG2.AIR.ENT DR
- 1 [D126200000] LETTER - OVERHEAD STORAGE BOX "SAFETY EQUIP"
- 1 [D130200000] DECAL-LOW SULFUR FUEL
- 1 [D132200000] LABEL-RR DR EMERGENCY DOOR DO NOT BLOCK
- 1 [D132600000] DECAL-ENTRANCE DOOR VANDALOCK ENGLISH
- 1 [D134200000] LABEL-RR EMERGENCY DOOR INSTRUCTION
- 1 [D134600000] LABEL-"DEF ONLY"
- 1 [D134901000] LABEL-REGENERATION WARNING 2010/2013 EPA ENGLISH
- 1 [D502513000] PAINT-EXT HNDL(S) BLACK
- 1 [D503104000] DECAL-FRT CAP "SCHOOL BUS"
- 1 [D503204000] DECAL-REAR CAP "SCHOOL BUS"
- 1 [D505500001] DECAL-"DIESEL"
- 1 [D50601E281] PAINT-EXTERIOR ROOF WHITE 281T
- 1 [D5061SC281] PAINT-EXT WDO AREA SAME AS BODY
- 1 [D506347000] PAINT-EXT GRD RAIL @ WINDOW BLACK
- 1 [D506447000] PAINT-EXT GRD RAIL @ SEAT BLACK
- 1 [D506547000] PAINT-EXT GRD RAIL @ FLOOR BLACK
- 1 [D506647000] PAINT-EXT GRD RAIL @ SKRT BLACK
- 1 [D506747001] PAINT-EXT BUMPER REAR BLACK
- 1 [D506900002] PAINT-EXT.ROOF CAP 3" BLK
- 1 [D510646281] PAINT-SOLID COLOR YELLOW
- 1 [FL-980-878] CAB COLOR A: E180YM050 SCHOOL BUS YELLOW BASF
- 1 [FL-98A-001] GRILLE: SILVER N3388H IMRON 5000

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ON-SITE DIESEL DELIVERY





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Dated :16 July 2015

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SEATS

- 1 [A000000130] CG ADJUSTMENT
- 1 [B610000097] SEAT BELT - DRIVERS SEAT
- 1 [B620000077] BARRIER STORAGE POUCH, LEFT SIDE BEHIND DRIVER
- 1 [B640139200] 39" BARR-VERT,WALL MT 45"H RS 2009
- 1 [B640239000] 38"8DEG BARR-REV. WALL-MT 45"H 2009
- 20 [B640939000] 39" FMVSS HIGH BACK PASS SEAT 2009
- 20 [B660019105] SPANISH GRAY UPHOLSTERY-45" HIGH FMVSS SEAT
- 2 [B660019121] SPANISH GRAY UPHOLSTERY-45"HIGH RECESSED BARRIER
- 1 [D900104000] BACK-NATIONAL DRV'S SEAT
- 1 [D900302000] ARMREST NATIONAL DRV'R'S ST. NONE
- 1 [D900403000] UPH DR. ST.WOLF BLK NATIONAL
- 1 [D900503002] PEDASTAL-DR ST MECH TYPE
- 1 [D901039000] KICKPLATE-MOD.PANEL RS 39"
- 1 [D901139000] KICKPLATE-MOD.PANEL LS 39"

WARRANTY

- 1 [D1TWAR0011] BDY WTY-1YR UNLIMITED-C2

WINDOWS/GLASS

- 1 [D700000001] GLASS-WINDSHIELD ONE PIECE WITH TINTED BAND
- 2 [D700600L01] FRAME-WDO P/O VERT TEMP TINT LS
- 2 [D700600R01] WDO P/O VERT TEMP TINT RS
- 12 [D700730002] GLASS-WDO TINT TEMP 30"
- 2 [D700740002] GLASS-WDO TINT TEMP 40"
- 1 [D701600008] WDO-DRIVER'S TEMP TINT

OTHER

- 1 [D100200002] LOGO-FRT RS & RR
- 1 [D109300000] ARM ASSEMBLY-WINDSHIELD WIPER (2)
- 1 [D119200003] LOCATION-OVERHEAD STORAGE CENTER 24 F.A.K.
- 1 [D123800000] ANTENNA - RADIO SWIVEL BASE
- 1 [D400700281] LPS-DOME PASS MIN (6) 281T
- 1 [D609100000] PANEL-ACCESSORY MOUNTING SAFETY EQUIPMENT
- 1 [D613600000] HEADLINING TYPE - ALL SMOOTH
- 1 [FL-311-005] DAYTIME RUNNING LIGHTS SET @ 85%

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ON-SITE DIESEL DELIVERY





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CHASSIS

AXLES AND SUSPENSIONS

- 1 [FL-386-055] SPL100 DANA SPICER MAIN DRIVELINE
- 1 [FL-400-1A5] DA-F-10-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
- 1 [FL-409-002] CHICAGO RAWHIDE FRONT OIL SEALS
- 1 [FL-40T-002] SYNTHETIC 75W-90 FRONT AXLE LUBE
- 1 [FL-418-030] CONMET IRON FRONT HUBS
- 1 [FL-41T-002] SYNTHETIC 75W-90 REAR AXLE LUBE
- 1 [FL-420-1F9] DA-RS-19-2 19,000# R-SRS SINGLE REAR AXLE
- 1 [FL-421-814] 6.14 REAR AXLE RATIO
- 1 [FL-440-001] CHICAGO RAWHIDE (SCOT) REAR OIL SEALS
- 1 [FL-450-030] CONMET IRON REAR HUBS
- 1 [FL-620-062] 10,000 LB. TAPERLEAF FRONT SUSPENSION
- 1 [FL-622-1DT] COMFORT TRAC 19K 52 INCH RR SPRING SUSPENSION

BRAKES

- 1 [FL-018-002] AIR BRAKE PACKAGE
- 1 [FL-402-021] MERITOR 15 X 5 Q+ CAM FRONT BRAKE (ROCKWELL)
- 1 [FL-404-074] HALDEX LONGSTROKE FRONT BRAKE CHAMBER
- 1 [FL-405-003] HALDEX AUTOMATIC FRONT SLACK ADJUSTERS
- 1 [FL-419-023] CONMET CAST IRON FRONT BRAKE DRUMS
- 1 [FL-423-020] MERITOR 18 1/2 X 7 Q+ CAM REAR BRAKES, DBL-ANCHOR, FAB SHOES
- 1 [FL-428-074] HALDEX, LONGSTROKE, SINGLE DRIVE AXLE, SPRING-PARK CHAMBERS
- 1 [FL-428-003] HALDEX AUTOMATIC SLACK ADJUSTERS
- 1 [FL-460-008] STEEL AIR BRAKE RESERVOIRS INSIDE FRAME RAILS
- 1 [FL-480-009] BENDIX AD-9 AIR DRYER WITH HEATER
- 1 [FL-490-100] WABCO 4S/4M ABS WITHOUT TRACTION CONTROL ENHANCEMENT
- 1 [FL-882-009] 1-VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR

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ON-SITE DIESEL DELIVERY





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CHASSIS EQUIPMENT

- 1 [D801200000] SHIELD-EXHAUST PIPE
- 1 [FL-122-080] ALLIANCE FUEL FILTER/WATER SEPARATOR
- 1 [FL-132-004] ELECTRIC GRID AIR INTAKE WARMER
- 1 [FL-155-057] DELCO 12V 29MT STARTER WITH INTEGRATED M
- 1 [FL-230-001] 60 GALLON/227 LITER STEEL RECTANGULAR FUEL TANK,BETWEEN RAIL
- 1 [FL-23U-004] 11.5 GALLON DEF TANK
- 1 [FL-452-998] NO TRACTION STABILIZER
- 1 [FL-48A-032] 700 CUBIC INCH MINIMUM AUXILIARY AIR
- 1 [FL-477-042] PETCOCK DRAIN VALVES ON ALL AIR TANKS
- 1 [FL-511-653] SAPRE ACCURIDE 22.5X8.25 10-HUB 5-HAND
- 1 [FL-532-001] FIXED STEERING COLUMN
- 1 [FL-545-805] 6050MM (238") WHEELBASE
- 1 [FL-546-021] 5/16" X 3.00" X 10 1/8" STEEL FRAME (7.94 X 76.5 X 257.2")
- 1 [FL-558-001] FRONT FRAME-MOUNTED TOW HOOKS

ELECTRICAL - CHASSIS

- 1 [FL-124-1AB] LN 12 VOLT 200 AMP 4940 PAD MOUNT ALTERNATOR
- 1 [FL-160-025] DIAGNOSTIC INTERFACE CONNECTOR,9-PIN, S
- 1 [FL-162-002] IGNITION SWITCH CONTROLLED ENGINE STOP
- 1 [FL-27D-004] ALTERNATELY FLASHING HEADLAMP SYSTEM W/BODY BUILDER ENGAGEMENT
- 1 [FL-284-095] 12VOLT POWER SUPPLY LH PANEL
- 1 [FL-285-020] SOLID STATE CIRCUIT PROTECTION, PDMS WIT
- 1 [FL-292-097] (2) ALLIANCE 1131, GROUP 31, 12 VOLT, MF, 1900 CCA BATTERIES
- 1 [FL-31L-083] STOP SIGN PRESENT
- 1 [FL-33A-037] EIGHT LAMP WARNING SYSTEM, LH DASH SWITCH(ES), PACKAGE 26
- 1 [FL-721-001] 97DB BACKUP ALARM
- 1 [FL-763-801] FASTEN SEAT BELT INDICATOR FOR CUSTOMER SUPPLIED SEAT BELT
- 1 [FL-810-027] ELECTRONIC SPEEDOMETER WITH SECONDARY KPH SCALE, NO ODOMETER
- 1 [FL-81Y-001] PRE/POST TRIP SYSTEM TEST
- 1 [FL-864-005] TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT

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ON-SITE DIESEL DELIVERY





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School Bus (60 Passenger)

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ENGINE AND EQUIPMENT

- 1 [FL-101-2N2] CUM ISB 6.7-200 200HP@2300 RPM,2600 GOV,520 LB/FT @ 1600 RPM
- 1 [FL-103-036] ANTI-FREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA COOLANT
- 1 [FL-107-032] CUMMINS 18.7 CFM COMPRESSOR
- 1 [FL-111-001] STANDARD ENGINE OIL
- 1 [FL-128-998] EXHAUST BRAKE NONE
- 1 [FL-148-003] PROGRAMMABLE RPM CONTROL ELEC ENGINES
- 1 [FL-172-016] CONSTANT TORQUE BREEZE CLAMPS ON 1" IN DIA GREATER, SS C
- 1 [FL-273-004] VISCOUS FAN DRIVE
- 1 [FL-79A-065] 65 MPH ROAD SPEED LIMIT

TRANSMISSION AND EQUIPMENT

- 1 [FL-342-1M] ALLISON 2500 PTS AUTOMATIC TRANSMISSION
- 1 [FL-343-301] ALLISON VOCATIONAL PACKAGE 354 - FIFTH GEN
- 1 [FL-35T-001] SYNTHETIC 50W TRANSMISSION LUBE (TES-295 COMPLIANT)
- 1 [FL-84U-998] NO MODE SWITCH

WHEELS AND TIRES

- 1 [FL-093-1R6] FRONT GOODYEAR G661 HSA 11R22.5 14 PLY TIRES
- 1 [FL-094-1R6] REAR GOODYEAR G661 HSA 11R22.5 14 PLY TIRES
- 1 [FL-502-653] FRONT ACCURIDE 50408 22.5X8.25 10-HUB PILOT, 5-HAND
- 1 [FL-505-653] REAR ACCURIDE 50408 22.5X8.25 10-HUB PILOT, 5-HAND
- 1 [FL-510-1R6] SPARE GOODYEAR G661 HSA 11R22.5 14 PLY TIRE
- 1 [FL-52M-003] TIRE/WHEEL BALANCING-LEAD FREE WEIGHTS
- 1 [FL-96F-976] ACCURIDE PKBLK21 POWDER BLACK WHEELS (N0001H) - SPARE

OTHER TYPE

GEARS

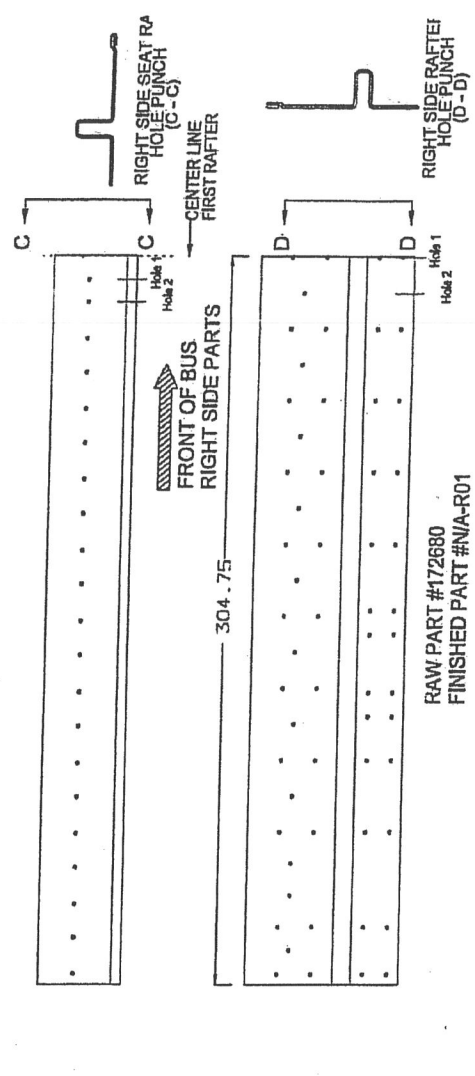
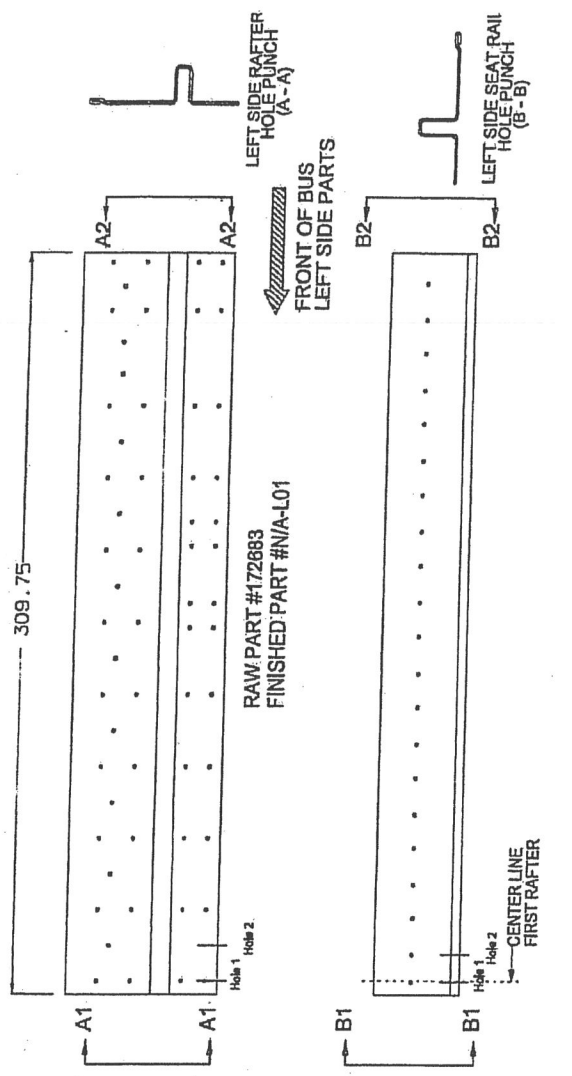
- 1 [FL-84C-003] PRIMARY MODE GEARS, 5 FORWARD

END.

ON-SITE DIESEL DELIVERY



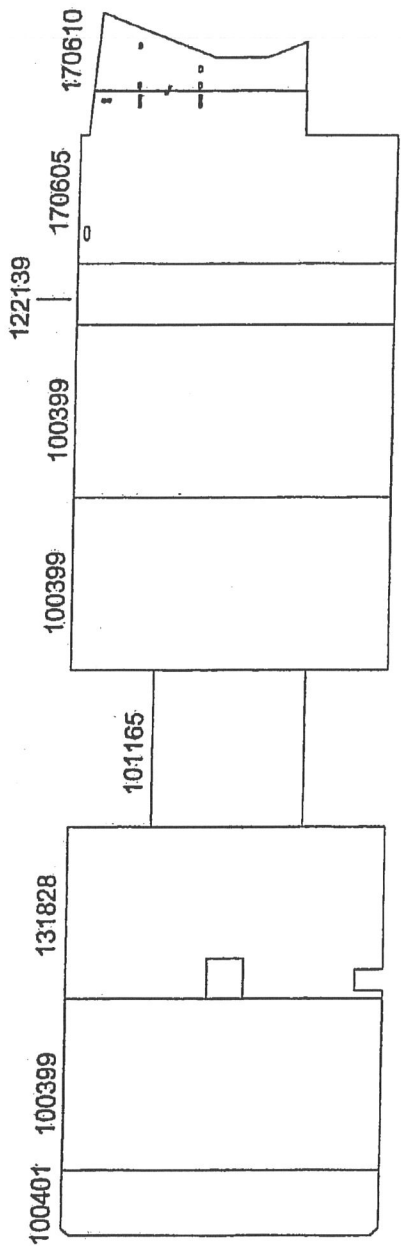
LEFT SIDE RAFTER HOLES		LEFT SIDE SEAT HOLES		RIGHT SIDE SEAT HOLES		RIGHT SIDE RAFTER HOLES	
HOLE	DM "A1" DM "A2" TYPE	HOLE	DM "B1" DM "B2" TYPE	HOLE	DM "C" DM "D" TYPE	HOLE	DM "E" DM "F" TYPE
1	4.188 305.593 SL R1	1	22.837 286.873 SL	1	10.093 SL	1	0.593 R1
2	14.188 285.593 SL R1	2	24.067 281.593 SL	2	19.462 SL	2	10.593 DP
3	24.188 265.593 SL R1	3	42.237 267.513 SL	3	34.413 SL	3	15.593 SL
4	37.487 272.163 SL R1	4	57.587 252.053 SL	4	48.093 SL	4	20.593 R1
5	50.887 258.063 SL R1	5	71.637 238.113 SL	5	61.313 SL	5	25.593 SL
6	64.188 245.593 SL R1	6	86.087 222.783 SL	6	74.663 SL	6	30.593 R1
7	78.188 230.593 SL R1	7	101.037 208.713 SL	7	88.013 SL	7	35.593 SL
8	92.188 215.593 SL R1	8	116.587 193.593 SL	8	102.563 SL	8	40.593 R1
9	106.188 200.593 SL R1	9	130.438 179.213 SL	9	117.313 SL	9	45.593 R1
10	112.447 197.303 R3 R3	10	145.707 163.093 SL	10	132.063 SL	10	50.593 R1
11	122.447 197.303 R3 R3	11	159.937 149.813 SL	11	147.013 SL	11	55.593 SL
12	124.188 189.593 R2 R2	12	175.087 134.663 SL	12	162.063 SL	12	60.593 R1
13	132.447 175.593 WH WH	13	190.237 120.513 SL	13	177.313 SL	13	65.593 R1
14	138.188 170.593 SL SL	14	204.567 105.163 SL	14	192.563 SL	14	70.593 R1
15	148.447 163.303 R3 R3	15	218.837 91.113 SL	15	207.813 SL	15	75.593 R1
16	154.188 158.593 R2 R2	16	233.087 76.763 SL	16	223.063 SL	16	80.593 R1
17	158.447 153.593 R3 R3	17	248.037 62.413 SL	17	238.313 SL	17	85.593 R1
18	160.188 140.593 SL SL	18	263.587 48.063 SL	18	253.563 SL	18	90.593 R1
19	164.188 126.593 R1 R1	19	277.438 33.713 SL	19	268.813 SL	19	95.593 R1
20	169.188 110.593 SL SL	20	292.788 19.363 SL	20	284.063 SL	20	100.593 R1
21	174.188 95.593 R1 R1	21	304.568 5.013 SL	21	300.313 SL	21	105.593 R1
22	178.188 80.593 SL SL						
23	184.188 65.593 R1 R1						
24	188.188 50.593 SL SL						
25	194.188 35.593 R1 R1						
26	198.188 20.593 SL SL						
27	204.188 5.593 DP DP						
28	204.188 0.593 R1 R1						



Model: Saf-T-Liner-C2
 Units Ordered: 1
 Order Number: N/A
 Quote Number: 280065
 Locality: GUAM
 Build Date: N/A

THOMAS BUILT BUSES, INC.
 1501 CENTRAL AVENUE, SUITE 100
 SAN ANTONIO, TEXAS 78205
SEAT RAIL - C2
BODY PARTS
 SCALE: 3/8"=1'-0"
 558409

GENERAL NOTES
 1. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
 4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
 5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.



7.1
14.1
24.1
32.2
33.2
20.1
14.1
7.1

FRONT OF BUS 

RAW PART	CUSTOM PART	QTY
170610		
170605		
122139		
100399		
100399		
101165		
131828		
100399		
100401		

Model: Saft-Lineer C2
 Units Ordered: 1
 Order Number: N/A
 Quote Number: 280065
 Locality: GUAM
 Build Date: N/A

GENERAL NOTES

1. THIS DRAWING IS A GENERAL REFERENCE ONLY.
2. THE MANUFACTURER SHALL BE RESPONSIBLE FOR THE PROPER FIT AND FINISH OF ALL PARTS.
3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO BE TAKEN FROM THE BOTTOM SURFACE UNLESS OTHERWISE SPECIFIED.
5. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
6. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
7. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
8. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
9. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
10. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

THOMAS BUILT BUSES, INC.
 PLYWOOD FLOOR
 BODY-28TTS

SCALE: 3/8"=1' | 586409

* * * WEIGHT DISTRIBUTION REPORT * * *

***** WEIGHT O.K. *****

SEATINGPLAN: 558409
 ORDER NO: 280065
 YARD NO:
 BODY MODEL: 281TS
 CHASSIS MAKE: FLNER
 WHEELBASE: 238,2
 DATE: 07-11-14
 TIME: 07:27:30

Weight Summary	Front	%Front	Rear	%Rear	Total
Total Weight	7651.26	30%	17496.54	70%	25147.80
Allowables	10000.00		19000.00		29000.00
Unladen	6973.89	39%	10823.91	61%	17797.80
Base Body	960.53		4647.27		5607.80
Body Options	321.46		1621.54		1943.00
Base Chassis	4600.00		2800.00		7400.00
Chassis Options	1091.90		1755.10		2847.00
Passenger	677.37		6672.63		7350.00
State Special	0.00		0.00		0.00

NOTES:

 * THE WEIGHT AND AXLE RATINGS IN THIS REPORT APPLY ONLY TO *
 * ORDER NO. 280065 AND REFERENCE SEATING PLAN 558409 *
 * ANY OPTIONS EXCEEDING 20 LBS. OR SEATING PLAN CHANGES NOT ON *
 * THIS REPORT OR MADE AFTER THE SUBMISSION DATE AND TIME WILL *
 * NULLIFY RESPONSIBILITY OF THOMAS BUILT BUSES ENGINEERING *
 * DEPARTMENT OF THE SAFE OPERATION OF THE VEHICLE *

* THIS SHEET MUST ACCOMPANY ORIGINAL ORDER.
 SIGNATURE OF ENGINEERING APPROVAL:

Diann Overcash

***** BODY OPTIONS *****		Front	Rear	Total
Option	Description			
A000000130	CG ADJUSTMENT	0.00	0.00	0.00 **
B640139200	39" BARR-VERT, WALL MT 45"H RS RIGHT SIDE	21.77	9.23	31.00
B640239000	39" BDEG BARR-REV, WALL-MT 45"H LEFT SIDE	22.77	8.23	31.00
B640939000	39" FMVSS HIGH BACK PASS SEAT LEFT SIDE	39.55	22.45	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT LEFT SIDE	31.90	30.10	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT LEFT SIDE	24.24	37.76	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT LEFT SIDE	16.59	45.41	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT LEFT SIDE	8.94	53.06	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT LEFT SIDE	1.29	60.71	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT LEFT SIDE	-6.37	68.37	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT LEFT SIDE	-14.02	76.02	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT LEFT SIDE	-21.67	83.67	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT LEFT SIDE	-29.32	91.32	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT RIGHT SIDE	37.60	24.40	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT RIGHT SIDE	29.92	32.08	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT RIGHT SIDE	22.24	39.76	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT RIGHT SIDE	14.56	47.44	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT RIGHT SIDE	6.88	55.12	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT RIGHT SIDE	-0.80	62.80	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT RIGHT SIDE	-8.47	70.47	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT RIGHT SIDE	-16.15	78.15	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT RIGHT SIDE	-23.83	85.83	62.00
B640939000	39" FMVSS HIGH BACK PASS SEAT RIGHT SIDE	-31.51	93.51	62.00

* * * WEIGHT DISTRIBUTION REPORT * * *

D105400001	FAN-CIRC MID W/S HDR BLACK	2.70	0.30	3.00
D105600000	FAN-CIRC DRV'S WDO HDR BLACK	2.50	0.50	3.00
D106600003	HORN-SPEAKER LS COWL LEG	2.10	-0.10	2.00
D106900003	RADIO-AM/FM W/CD & PAGE	11.77	-1.77	10.00
D108800002	FLAPS-MUD, REAR 22.5"W	0.00	12.00	12.00
D108900001	FLAPS-MUD, FRONT 16"W X 12"H	10.74	1.26	12.00
D109000000	HOOKS-TOW, REAR BOLTED (2)	-4.53	13.53	9.00
D110024SCO	KIT, FIRST AID 24 UNIT S.C.	3.60	0.40	4.00
D110100000	KIT, BODYFLUID CLEANUP NAT.MIN.	2.85	0.15	3.00
D122400000	TRIANGLES-REFL. 3 W/BOX	7.12	3.88	11.00
D123000002	DOOR-STORAGE BOX W/O GLASS	24.21	5.79	30.00
D123800000	ANTENNA - RADIO SWIVEL BASE	1.73	0.27	2.00
D300601002	DOOR-ACC SOLID PANEL	19.16	0.84	20.00
D400300000	OPER-MONITOR WARN/S/T/T	1.63	0.37	2.00
D400700281	LPS-DOME PASS MIN (6) 281T	1.01	3.99	5.00
D406212008	LPS-WARNING LED STROBE (8)	2.11	7.89	10.00
D500601015	SIGN-STOP, AIR FRT #2980C	13.53	0.47	14.00
D505705021	FENDERETTE, STEEL, 21" BOX RS	0.00	6.00	6.00
D508200003	RS STORAGE BOX 1 - 30" WIDE	16.90	73.10	90.00
D510900000	VENT-STATIC PRESENT	1.13	0.87	2.00
D601700281	FLR-PLYWOOD 5/8" 281T	20.95	287.05	308.00
D602001281	SPEAKERS-INT. 30 WAT.(6) 281T	7.00	0.00	7.00
D610339002	RAIL-ASSIST FRT ENT DR 39"W	5.68	2.32	8.00
D900104000	BACK-NATIONAL DRV'S SEAT	37.73	12.27	50.00
STRRH1900	ROOF HATCH MODEL 1900 ENG (D107303000)	-0.39	9.39	9.00
STRRH1900	ROOF HATCH MODEL 1900 ENG (D107303000)	4.15	4.85	9.00

Body Option Total		321.46	1621.54	1943.00

***** CHASSIS OPTIONS *****					
Option	Description	Front	Rear	Total	
FL-018-002	AIR BRAKE PACKAGE	119.96	130.04	250.00	
FL-093-1R6	FT GDY G661 HSA 11R22.5 14 PLY	252.00	0.00	252.00	
FL-094-1R6	RR GDY G661 HSA 11R22.5 14 PLY	0.00	504.00	504.00	
FL-101-2N2	CUM ISE 6.7-200HP @ 2300 RPM	336.66	-37.66	299.00	
FL-122-080	ALLIANCE FUEL FILTER/WATER SEP	15.00	0.00	15.00	
FL-124-1A8	LN 12V 200 AMP 4940 PAD MT ALT	21.26	-1.26	20.00	
FL-155-057	DELCO 12V 25MT STARTER WITH M	10.00	0.00	10.00	
FL-230-001	60 GAL/227 LIT STEEL TANK, BTR	-180.67	889.67	709.00	
FL-23U-004	11.5 GALLON DEF TANK	185.30	26.70	212.00	
FL-266-1A8	750 SQUARE INCH DOWN FLOW RADI	20.00	0.00	20.00	
FL-275-034	PAGE W/CHASS MTD EXTERNAL SPKR	4.00	0.00	4.00	
FL-292-097	(2)ALLIA 1131 GP31 12V 1900CCA	5.68	4.32	10.00	
FL-342-1M0	ALLISON 2500 PTS AUTO TRANS	41.46	-2.46	39.00	
FL-393-001	DRIVELINE GUARD	15.00	15.00	30.00	
FL-400-1A5	DA-F-10-3 10K 71.5 KPI/3.74 AX	40.00	0.00	40.00	
FL-402-021	MERITOR 15X50+ CAM FRT BRK ROC	60.00	0.00	60.00	
FL-418-030	CONMET IRON FRONT HUBS	0.00	0.00	0.00	**
FL-419-023	CONMET CAST IRON FRT BRK DRUMS	0.00	0.00	0.00	**
FL-420-1F9	DA-BS-19-2 19K R-SRS SGL AXLE	0.00	260.00	260.00	
FL-450-030	CONMET IRON REAR HUBS	0.00	0.00	0.00	**
FL-451-023	CONMET CAST IRON RR BRAKE DRUM	0.00	0.00	0.00	**
FL-480-009	BENDIX AD-9 AIR DRYER W/HEATER	40.00	0.00	40.00	
FL-502-653	FRONT AC 22.5X8.25 10HP,5-HAND	-8.00	-0.00	-8.00	
FL-505-653	REAR AC 22.5X8.25 10HP,5-HAND	-8.00	-0.00	-8.00	
FL-536-050	TRW THP-60 POWER STEERING	10.00	0.00	10.00	
FL-545-605	6050MM (238") WHEELBASE	0.00	0.00	0.00	**
FL-552-016	3425MM (135") RR FRAME OVRHANG	0.00	0.00	0.00	**
FL-556-1C1	ONE-PIECE 14" PTD STEEL BUMPER	46.88	-6.88	40.00	
FL-558-001	FRT FRAME MOUNTED TOW HOOKS	17.52	-2.52	15.00	
FL-620-062	10000 LB. TAPERLEAF FRT SUSPEN	40.00	0.00	40.00	
FL-622-1DT	COMFORT TRAC 19K RR SPRIN SUSP	0.00	-23.00	-23.00	
FL-650-021	CAB MOUNTING HOOD/COWL CHASSIS	0.00	0.00	0.00	**
FL-716-014	WINDSHIELD FAN, (1) HEADER MTD	2.85	0.15	3.00	
FL-746-019	CUSTOMER FURNISHED RADIO	5.01	-1.01	4.00	

Chassis Option Total		1091.90	1755.10	2847.00	

***** PASSENGER WEIGHTS *****						
# Option	Description	Side	Front	Rear	Total	
1 D900104000	BACK-NATIONAL DRV'S SEAT	SIDE	113.19	36.81	150.00	
3 B640939000	39" FMVSS HIGH BACK PASS SEAT LE	LEFT SIDE	234.17	125.83	360.00	
3 B640939000	39" FMVSS HIGH BACK PASS SEAT LE	LEFT SIDE	189.73	170.27	360.00	
3 B640939000	39" FMVSS HIGH BACK PASS SEAT LE	LEFT SIDE	145.30	214.70	360.00	

* * * WEIGHT DISTRIBUTION REPORT * * *

3	B640939000	39"	FMVSS HIGH BACK PASS SEAT LE	LEFT SIDE	100.87	259.13	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT LE	LEFT SIDE	56.43	303.57	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT LE	LEFT SIDE	12.00	348.00	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT LE	LEFT SIDE	-32.43	392.43	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT LE	LEFT SIDE	-76.87	436.87	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT LE	LEFT SIDE	-121.30	481.30	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT LE	LEFT SIDE	-165.73	525.73	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT RI	RIGHT SIDE	222.83	137.17	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT RI	RIGHT SIDE	178.25	181.75	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT RI	RIGHT SIDE	133.66	226.34	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT RI	RIGHT SIDE	89.08	270.92	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT RI	RIGHT SIDE	44.49	315.51	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT RI	RIGHT SIDE	-0.09	360.09	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT RI	RIGHT SIDE	-44.68	404.68	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT RI	RIGHT SIDE	-89.26	449.26	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT RI	RIGHT SIDE	-133.84	493.84	360.00
3	B640939000	39"	FMVSS HIGH BACK PASS SEAT RI	RIGHT SIDE	-178.43	538.43	360.00

Passenger Totals					677.37	6672.63	7350.00



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 OFFICE: Phone 1-671-649-1946
 Fax 1-671-649-1947
 SPARE PARTS: Phone 1-671-646-7914
 Fax 1-671-646-7900
 WEB: www.morricequipment.com



15 Sept 2014

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

Dear Claudia,

Re: IFB : GSA-065-14 School Bus (60 Passengers) & IFB "GSA-059-14 : Heavy Equipment Vehicles"

Our recent frustration in participating in the two above mentioned IFB's and the advice that GSA has prompted this correspondence.

As discussed we agree GSA would benefit from the technical assistance on writing bid specs. We would suggest GSA seek qualified advice from a reasonable number of qualified suppliers and manufacturers to prepare their equipment specifications. After receiving qualified advice from the manufacturer's engineering departments, an informal review of the draft bid specifications by qualified Guam dealers will result in a biddable specification.

Equipment specifications for GSA-059-14 IFB in this bid have raised a lot of questions and amendments attempting to answer question and in some cases raising more questions. The specifications and the time line provided to bidders were incorrect as were the answers to the bidder's questions supplied by DPW. As a last resort, a bid protest was required by Morrigo Equipment LLC on GSA-059-14. This process cost our company and the Guam taxpayer many thousands of dollars.

The school bus specifications require DPW to research the manufacturing process and accept that a combination of both rivets and screws are in fact used by all bus manufacturers in the body panel installation. Screws are specified deliberately in high impact areas in order to allow the damaged panel to be replaced with ease. There is no difference in the corrosion properties of either process. This was even explained and demonstrated to DPW personnel at the Thomas Built bus factory post construction visit in 2013.

The warranty clause also requires adjustment to reflect the real world of manufacturer's warranty. Gov Guam is requesting bidders to guess and pay for the number of "wear items" that will fail in the first 12 months of government operation. Wear items are not covered by any manufacturer's warranty. The wording of this clause is delaying the procurement process.

These comments come directly from the Thomas Built Bus factory and Daimler Trucks North America LLC.

ON-SITE DIESEL DELIVERY





Sales, Rental, Parts and Service



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While we understand GSA would prefer to remain independent, we feel manufacturer are the only qualified parties to assist with bid specs. End user will always have brand preferences and biases that may defeat the purpose of soliciting their assistance.

The following Guam Procurement regulation spells out how Gov Guam "shall" write their specs. GSA and contributing government departments "shall provide" manufacturers or suppliers opportunity comment on the draft specification. See Below. Item 7 (c).

Take note of the item that states : " It is the policy of the territory that specifications permit **maximum practicable competition** consistent with this purpose..."

XIV. (BID) SPECIFICATIONS

A. SPECIFICATIONS ARE THE BEDROCK OF PROCUREMENT: "The purpose of a specification is to **serve as a basis** for obtaining a supply ... item adequate and suitable for the territory's needs in a cost effective manner.... It is the policy of the territory that specifications permit **maximum practicable competition** consistent with this purpose. Specifications shall be drafted with the objective of clearly describing **the territory's requirements**" (2 GAR § 4102(a)(1).)

Thus, the *most critical and first step* in planning and soliciting is to *get the specifications right*.

Guam Procurement Process Primer Ver 1.5 © John Thos. Brown 2009 Page 52

7. Preparation and use of specifications for Common or General Use Items (2

GAR § 4103(b)(2)(a):

c. The drafter of the specification **shall** provide the using agency(ies) and a **reasonable number of manufacturers and suppliers an opportunity to comment on the draft specification**

Regards,

Torgun Smith

Torgun Smith
Executive Vice President
Morrice Equipment LLC

saved as : IFB GSA-065-14 School Bus (60 PAX) Q 15 Sept 2014

ON-SITE DIESEL DELIVERY



COPY

Department of Administration
 General Services Agency
 Government of Guam

Invitation for Bid (IFB) Number
 GSA-065-14

Opening Date/Time
 8/12/2014 2:00 PM

Department of Administration
 General Services Agency
 Government of Guam

ABSTRACT OF BIDS

OFFEROR(S)	Acceptance Time	Delivery Acceptance	Delivery Specified IN IFB (Days)	Delivery												
				A	B	C	D	E	F	G	H	QTY. Unit	Unit Cost (12 Each)	Extended Amount		
HORIZON EQUIPMENT, LLC. 10 Bids # GSA-065-14 Bids # BD-BO-GUM-2014-1053 5% of BD Amt (see note) * Delivery (1st Co. (cont.) 1st Co.			see note	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	102,764.00	1,237,288.00
TRIPLE J ENT. INC. aka: TRIPLE T. RUTAS 11 Bids # GSA-065-14 Bids # BD-BO-GUM-2014-1053 7% of BD Amt (see note) * Delivery (1st Co. (cont.) 1st Co.			see note	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	99,990.00	1,147,880.00
TRIPLE J ENT. INC. aka: TRIPLE T. RUTAS 11 Bids # GSA-065-14 Bids # BD-BO-GUM-2014-1053 7% of BD Amt (see note) * Delivery (1st Co. (cont.) 1st Co.			see note													
TRIPLE J ENT. INC. aka: TRIPLE T. RUTAS 11 Bids # GSA-065-14 Bids # BD-BO-GUM-2014-1053 7% of BD Amt (see note) * Delivery (1st Co. (cont.) 1st Co.			see note													

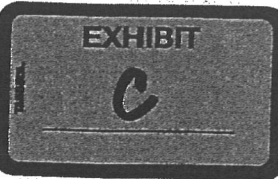
I hereby certify that all bids received in response to this invitation were opened under my personal supervision and that the same as of all bidders have been entered hereon.

SIGNED: *[Signature]*
 R. Torres, Captain
 Police Chief

DATE: 8/12/2014

SIGNED: *[Signature]*
 Patricia B. Paulino (Signature) GSA Buyer

LEGEND(S)
 (A) Ethical Standards Affidavit
 (B) No Gratuities or Kickbacks Affidavit
 (C) DOJ/sex Offenders Compliance Affidavit
 (D) Non-Collusion Affidavit
 (E) Disclosing Ownership & Commissions Affidavit
 (F) Contingent Fees Affidavit
 (G) Bid-Bond Form
 (H) Brochures / Descriptive Literature



Transmission Report

Time
Local ID 1

11-21-2013
6716461223

04:01:13 p.m.

Transmit Header Text
Local Name 1

DOOLEY ROBERTS & FOWLER

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

DOOLEY ROBERTS & FOWLER LLP ATTORNEYS AT LAW

DAVID W. DOOLEY
TIM ROBERTS
KEVIN J. FOWLER
JON A. VISOSKY
SETH FORMAN

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www.GuamLawOffice.com

Of Counsel:
MELINDA C. SWAVELY

Writer's Direct Email:
Fowler@GuamLawOffice.com

November 21, 2014

PROCUREMENT PROTEST

VIA FACSIMILE TRANSMISSION and HAND DELIVERY

Claudia S. Acfalle
Chief Procurement Officer
GENERAL SERVICES AGENCY
148 Route 1 Marine Corps Drive
Piti, Guam 96915
Tel: 475-1707 / Fax: 472-4217

RE: GSA065-14 – School Bus (60 Passenger)

Dear Ms. Acfalle,

This office represents Morrico Equipment, LLC ("Morrico"), 197 Ypao Road, Tamuning, Guam 96913, with respect to GSA065-14 ("IFB"), a procurement solicitation for 60 passenger school buses.

Morrico hereby files its protest with respect to the above-referenced procurement for which the GSA held a bid opening on August 12, 2014.

The reasons for this protest are as follows:

The GSA advised Morrico on September 9, 2014, that its bid was rejected for non-compliance with the specifications requiring the use of rivets on all exterior body parts. The GSA further advised that it had cancelled the solicitation and that it would be putting it out for a re-bid. That statement has turned out to be untrue and has misled Morrico to its detriment.

At some point, that GSA determined that it would rescind its prior determination to cancel and re-bid the procurement and to, instead, award a contract to Triple J for the subject buses. The GSA apparently made this determination despite the fact that it had rejected Triple

Total Pages Scanned : 23

Total Pages Confirmed : 23

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
	395	671 472 4217	03:39:34 p.m. 11-21-2013	00:07:35	23/23	1	EC	HS	CP14400

Abbreviations:

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

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

MP: Mailbox print
RP: Report
FF: Fax Forward

CP: Completed
FA: Fall
TU: Terminated by user

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

Eddie Baza Calvo
Governor

GSA

GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

Ray Tenorio
Lieutenant Governor

Benita A. Manglona
Director

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

John A.B. Pangelinan
Acting Deputy Director

December 1, 2014

Memorandum

Mr. Kevin Fowler
c.o Dooley Roberts & Fowler LLP
Suite 201, Orleans Pacific Plaza
865 South Marine Corps Drive
Tamuning, Guam 96911



Re: Protest Submitted on November 21, 2014 on GSA Bid No 065-14
(School Bus –60 Passenger)

Dear Mr. Fowler:

I am in receipt of your memorandum dated November 21, 2014, in which you are protesting the above entitled bid.

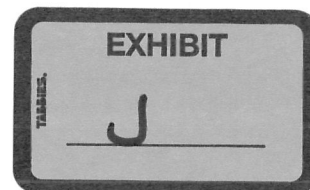
On November 10, 2014, you filed a protest on the same matter. On November 13, 2014, the General Services Agency denied your protest and advised you that you had the right to seek any administrative or judicial review authorized by law. On November 18, 2014, you filed your appeal with the Office of Public Accountability (OPA case number 14-011).

This current protest raises several new issues not previously raised in your prior protest and appeal. First is that you believe that you and or your client were not notified of the settlement and should have been involved in such discussion. Please note that you were not a party to the appeal and did not properly intervene as required to be a party. As such, no notice was required to be given to you.

Nevertheless, the government did contact your client, Morrico on two separate occasions prior to the settlement asking if your client would agree the split offered in the agreement. No answer was received and the government and the other party moved forward with the agreement

Secondly, you raise the issue of specifications not being met by Triple J's submission. This protest is untimely as the law requires you to file a protest 14 days from when you knew or should have known about it. You were aware of the specifications submitted by Triple J on the bid opening date. Further, your client filed a Freedom of Information request on October 7th for Triple J's bid, giving you the opportunity to know whether the

COMMITTED TO EXCELLENCE



specifications were met by Triple J. On October 14th at 9am your client reviewed the Triple J package.

5 GCA Section 5425(a) states in pertinent part:

Any actual or prospective bidder, offeror, or contractor who may be aggrieved in connection with the method ofaward may protest to the Chief Procurement Officer.... The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should know of the facts giving rise thereto.

Your submission arguing the submission of these specifications issue is now late

In 5 GCA Section 5425(g) states in pertinent part:

In the event of a timely protest under Subsection (2) of this Section or under Subsection (1) of Section 5480 of this Chapter, the Territory shall not proceed further with the solicitation or the award of the contract prior to final resolution of such protest, and any such further action is void.

We do not believe that your appeal to the Office of Public Auditor was timely. However, as noted above, you filed a protest with the General Services Agency and subsequently, an appeal with the Office of Public Auditor to which we are awaiting an action. Because of the above stated section, we are unable to proceed with this request.

Therefore, your protest is STAYED pending the outcome of the current appeal You may seek whatever administrative or Judicial review is authorized by law.


CLAUDIA S. ACFALLE
Chief Procurement Officer

How to Make a Blue Bird Bus:

<http://www.youtube.com/watch?v=-Wx11hn7d58>.





Sales, Rental, Parts and Service



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Fax 1-671-649-1947

SPARE Phone 1-671-646-7914

PARTS: Fax 1-671-646-7900

WEB: www.morricoequipment.com



15 Sept 2014

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

Dear Claudia,

Re: IFB : GSA-065-14 School Bus (60 Passengers) & IFB "GSA-059-14 : Heavy Equipment Vehicles"

Our recent frustration in participating in the two above mentioned IFB's and the advice that GSA has prompted this correspondence.

As discussed we agree GSA would benefit from the technical assistance on writing bid specs. We would suggest GSA seek qualified advice from a reasonable number of qualified suppliers and manufacturers to prepare their equipment specifications. After receiving qualified advice from the manufacturer's engineering departments, an informal review of the draft bid specifications by qualified Guam dealers will result in a biddable specification.

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ON-SITE DIESEL DELIVERY



EXHIBIT

L



Sales, Rental, Parts and Service



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WEB: www.morricoequipment.com



While we understand GSA would prefer to remain independent, we feel manufacturer are the only qualified parties to assist with bid specs. End user will always have brand preferences and biases that may defeat the purpose of soliciting their assistance.

The following Guam Procurement regulation spells out how Gov Guam "shall" write their specs. GSA and contributing government departments "shall provide" manufacturers or suppliers opportunity comment on the draft specification. See Below. Item 7 (c).

Take note of the item that states : " It is the policy of the territory that specifications permit **maximum practicable competition** consistent with this purpose..."

XIV. (BID) SPECIFICATIONS

A. SPECIFICATIONS ARE THE BEDROCK OF PROCUREMENT: "The purpose of a specification is to **serve as a basis** for obtaining a supply ... item adequate and suitable for the territory's needs in a cost effective manner... It is the policy of the territory that specifications permit **maximum practicable competition** consistent with this purpose. Specifications shall be drafted with the objective of clearly describing **the territory's requirements**" (2 GAR § 4102(a)(1).)

Thus, the *most critical and first step* in planning and soliciting is to *get the specifications right*.

Guam Procurement Process Primer Ver 1.5 © John Thos. Brown 2009 Page 52

7. Preparation and use of **specifications for Common or General Use Items** (2)

GAR § 4103(b)(2)(a):

c. The drafter of the specification **shall** provide the using agency(ies) **and a reasonable number of manufacturers and suppliers an opportunity to comment** on the draft specification

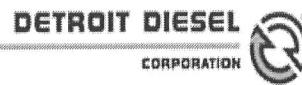
Regards,

Torgun Smith

Torgun Smith
Executive Vice President
Morrico Equipment LLC

saved as : IFB GSA-065-14 School Bus (60 PAX) Q 15 Sept 2014

ON-SITE DIESEL DELIVERY



Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

Ray Tenorio
Lieutenant Governor

Benita A. Manglona
Director

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

John A.B. Pangelinan
Acting Deputy Director

September 16, 2014

Memorandum

Mr. Torgun Smith
Executive Vice President
Morrico Equipment LLC
197 Ypao Road
Tamuning, Guam 96913

Re: GSA Bid No.065-14(School Bus and GSA Bid 059-14(Heavy Equipment)

Dear Mr. Smith:

We are in receipt of your memorandum dated September 15, 2014, regarding the above referenced bids and your comments regarding the use of specifications in our bids. We are mindful of the need to have the specification developed correctly and are aware of the regulation that you stated.

Thank you for your concern and we look forward to your continued participation in future bids of the government of Guam.


CLAUDIA S. ACFALLE

ACKNOWLEDGEMENT COPY

RECEIVED BY: _____

DATE: _____

COMMITTED TO EXCELLENCE

EXHIBIT

M

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

Attendees:

General Service Agency

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

Department of Public Works

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

Office of the Attorney General

John Weisenburger, OAG

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

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

Paul Cepeda: Yeah, a seating plan.

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

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

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

Todd Gillian: To include the....

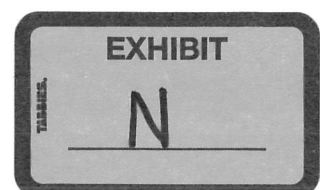
Carl Dominguez: Okay, wait, wait, wait, it is a seating plan but in addition to a seating there needs to be a drawing of some kind?

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

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

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

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



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GSA-065-14
Department of Public Works
Friday, August 15, 2014 at 10:10 a.m.

Anita Cruz: But that's a requirement.

Paul Cepeda: Yeah, it's a requirement.

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

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

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

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

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

Anita Cruz: And it is important.

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

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

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

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

Carl Dominguez: Me too.

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

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

Anita Cruz: No, he is say to award.

Todd Gillian: Oh okay.

John Weisenburger: There is a document that was submitted to you and that's what you need to assess and if you are done with your assessment then we can continue with the discussion. But if you are not, then I am prepared to give you a little lesson on what the question is.

Anita Cruz: That's why you are here.

John Weisenburger: Because that's my goal and we could do that but if you haven't complete the evaluation of the two bids then it seems to me that was in the last bus bid that's the problem we had you haven't really evaluated the two bids and found out that in fact the materials submitted in the bid were

**School Bus Sixty Passenger Bid
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contrary to the specs and you didn't realize that until you got into the middle of a dispute. We should try to avoid that let's be clear on whether there is any other problems with the bids.

Carl Dominguez: Yeah, yeah.

John Weisenburger: Is that fair?

Robert Kono: That's more than fair but, the question if you don't mind.

John Weisenburger: Sure, go have you.

Robert Kono: What I understood from Paul is that you did review everything of Morrigo?

Paul Cepeda: Yeah, as far as specification is concerned as far as the GSA stuff.

Anita Cruz: That's not for your review.

Robert Kono: So, Morrigo is finished in terms of your review.

Paul Cepeda: Yeah

Robert Kono: In terms of the review for Triple J, you stopped total review once they missed...

Todd Gillian: Not necessarily, I just... obviously they say comply to everything and they gave us a brochure to a sixty passenger bus. So, how much more can I review?

Robert Kono: No, no in terms to specifications.

Todd Gillian: It says comply. It says comply.

Robert Kono: Okay, what I am trying to get to Todd is, you said, "well I stopped my review once I got to this one".

Carl Dominguez: Yeah, you did say that.

Todd Gillian: Yeah.

Carl Dominguez: Yeah, you did say it.

Robert Kono: So, I am just trying to get, ah find out...

Anita Cruz: Here is his review; this is the only thing that they had provided. The only thing he is missing and he stopped after he reviewed is because they did not have a seating plan and they did not have a drawing.

Robert Kono: Yeah, but that is not the point.

Claudia Acfalle: I guess, if I may Robert. The specifications that were put out or set forth on the bid because it says comply we just want to make sure we are clear here that just because it says comply that you guys are good. We still have a fiduciary responsibility to take a look at what our requirements are against the brochure that they are submitting because then that's the details that's the details that is going to tell us

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whether they met the you know, the 12 inch, 12 feet or what. Because then that is what we are bounce it off. So, we cannot just say it's complied and take it to heart because that is what happened the last time. It's comply, comply and we did not look at the fine lines to say that there was a problem.

John Weisenburger: That was my point, there was information...

Claudia Acfalle: So, did you go through that brochure to match the information if it complied?

Todd Gillian: That is what I tried to say earlier. That based on my research before I drafted the specifications I already knew based on the brochure what they could offer and they can comply and obviously they are giving me a brochure of a bus that I am familiar. So, okay they are complying and they have the product to meet the specifications.

Robert Kono: Okay, so are just saying that you are familiar with the brochure previously. That shows the range whatever the buses being offered. So, when they submitted the same brochures you were comfortable that it met these specs.

Todd Gillian: Yes.

Robert Kono: Okay.

Todd Gillian: And obviously they said comply, so okay.

Claudia Acfalle: And other than the drawing that's what is missing, okay.

Todd Gillian: That's why the drawing is important because then I can really verify that yes this is the bus that they are going to offer it meet the 12 inch aisle, whatever.

Robert Kono: And that is what they failed to submit.

Todd Gillian: Yes.

John Weisenburger: Okay, so we are pretty sure that this is the only for what is a better word, deviation from the specs. Todd.

Todd Gillian: Yeah, I am being cautious with what I am going to say.

John Weisenburger: Well, okay that's fine.

Paul Cepeda: If you want us to spend another hour, reviewing it we can but it is only come down to one thing we are still missing that one piece. So, we can review it one more time if you want us to.

John Weisenburger: Well, I just want you to be comfortable that there is only one thing. I don't know whether you need to review it more. That is up to you but if you are comfortable that this is the only thing, then we can proceed.

Carl Dominguez: Yeah, if it's the only thing.

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John Weisenburger: Okay. If you like I brought some materials. The question, and Robert is right the question is, whether this is this a material deviation from the specifications. I have some information which I am glad to pass out, it is going to take about ten minutes to go through it okay and it may be helpful in focusing in the discussion. So, would you like to do that? Okay. The materials that I have are from a Primer prepared by John Thomas Brown who is an attorney he is an attorney who represents one of the vendor's out in the market place. Okay. Whether you like his primer or don't like his primer and in this particular instant I think he has helpful information for us. Between Robert and I; I am sure we can put it in to a context for you. So, I highlighted and I only have seven of these and I highlighted some stuff. Does everybody who needs one, have a copy? *(At this time the Primer from John Thomas Brown is read out loud to all attendees.)*

Those are all words but I think it helps you to appreciate that it's a little bit more sophisticated than is it there or isn't there. I think the Chief Procurement Officer has to assess the omission and decide whether it is material or not and that is really her job and you guys are really here to help her sort that out.

Carl Dominguez: But is it really price, quality, quantity and delivery?

Todd Gillian: Everybody is going to have their own opinion on that. This thing kind of makes it go back and forth.

John Weisenburger: Well, and that is not unusual Todd. There just isn't black letter law that says, you just have to take the facts and apply the law to the facts and come out with your best decision. And when there is a question about that as Claudia well knows. You go back to the purposes of the procurement laws, stated right at the beginning of the law. They lay out the policy issues, and it competitiveness, and it's quality and it's fairness.

Carl Dominguez: Fairness.

John Weisenburger: Private business don't have to be fair because they are spending their own money but the Chief Procurement Officer is spending the tax payers money so she has to look at these things.

Todd Gillian: And that is what we are concerned about because this could be an issue.

John Weisenburger: It could be.

Todd Gillian: regardless if this is a minor or not it could be an issue.

Claudia Acfalle: I just want to point out one of the case that we also had with the O.P.A. was on this GSA verses PDN, Pacific Daily News. That's all about one sheet of paper which is requiring the statement of qualification and because we had it here on this reminder to the respective bidders and also, that if they fail to submit the statement of qualification it will be rejected and they were advised, they were admonished that it will be.

So, because we accepted, because you know we thought it doesn't have any material impact on the price delivery and all that well guess what O.P.A. ruled against G.S.A. just because they did not submit that statement of qualification.

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So, here we are, you know we are going to say, they just did not submit the drawing so it doesn't have any impact. But there is a test case already that she ruled and John said although her decision are inconsistent, sometimes it's okay here and it is not okay here, we don't know which way she will go.

John Weisenburger: And they are either inconsistent or she is just taking a different set of facts applying the same rules and because the facts are different. So, ultimately she is going to have to basically do the same analysis that the Chief Procurement Officer will have to do right now.

Anita Cruz: I think she made that decision because it already tells them that if they don't submit that they will be rejected. This is what she is basing herself on because not because it was a material anything, it was based on a requirement.

Carl Dominguez: So, one option is to reject Triple J at the lower price and buy Morrico buses. Triple J possibly, possibly could file a protest and say hey it is in material and it is not in the best interest of the Territory. They can do that, okay. Then, the opposite is the same, the non-submission of the diagram of the schematic is in material and then they'll protest.

Anita Cruz: But why would it be in material and he said it is an important aspect of the bid?

Carl Dominguez: Well, yeah that's what he is saying.

John Weisenburger: It's in material if in looking at the whole thing you've decided that it doesn't go through the questions of price, quality, quantity and delivery. This is right there as they often are right in that gray area. Which leads to a decision based on Claudia's past assessment of the situation as she understands it.

Robert Kono: Before we go on. I just want to go back, Anita touched on it briefly Todd's statement in the very beginning as to why this clause was put in because it does goes to quality.

Carl Dominguez: It goes to compliance with specifications.

Robert Kono: Yes, but it is the quality issue of what kind of bus because he had indicated in his initial statement why he put it in. It was to insure that they meet the requirements of what you guys want to put in so it goes to the quality of the type of bus that you're getting.

John Weisenburger: I guess I would ask whether you are able to confirm that the bus that didn't provide the schematic is still able to, are you sure it's got the right seating plan that you wanted and if so, how do you know, if they didn't provide you a seating plan? How would you know if it is the right one?

Todd Gillian: We won't know until I see the bus because obviously you don't have a seating plan and I know they are capable of giving us the right bus because their brochure.

John Weisenburger: What is it about the seating plan that you need to see?

Todd Gillian: Of course naturally that it will seat sixty passengers and the aisle width is at least twelve inches wide.

Carl Dominguez: You can't determine that looking at the brochure.

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

Todd Gillian: Because they have different options and they didn't highlight what they will be giving us.

John Weisenburger: Weren't there were other specifications about the distance between the seats?

Carl Dominguez: So, I heard the argument earlier just because the vendor says they would comply with the written specification without the diagram, it lack confirmation with the diagram. It's your call.

John Weisenburger: I must say that the quality is not relevant. I appreciate that you might want to make a pitch for the bus with a higher quality.

Todd Gillian: Oh yeah, we know that.

Carl Dominguez: I would say if we attempt to buy the Triple J Bluebirds that would more likely provoke a protest than the reverse.

John Weisenburger: Well actually that's irrelevant I mean honestly I know we can toss that around but, frankly it's not really relevant we have to make the decision based on...

Carl Dominguez: What's in the best interest of the government?

John Weisenburger: Well what is in the best interest of the government given that...

Claudia Acfalle: What is required.

John Weisenburger: Given that you have to follow the requirements. It was pretty obviously stated that it was suppose to have one and Todd said there is a reason for that and even though you think you know what bus they are selling you. You need any more information Ma'am?

Claudia Acfalle: That's it thank you.

John Weisenburger: Thank you and you want the review done before you award it?

Claudia Acfalle: Yes.

Meeting Adjourn: 10:50 a.m.



Cory Compton
Government Fleet Sales

October 16, 2014

Thomas Built Buses, Inc.
PO Box 2450 (27261)
1408 Courtesy Road
High Point, NC 27260
336-889-4871 Phone
336-889-2589 Fax

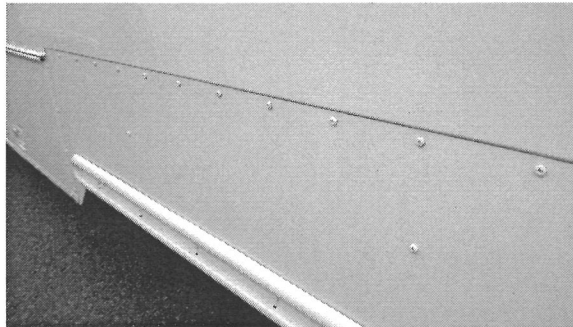
Jennifer Cabuhat
Morrico Equipment, LLC
197 Ypao Road
Tamuning, Guam 96913

RE: Further Bid Clarification GSA-065-14 (Rivets)
Thomas C2 SCHOOL BUS
Ms. Cabuhat:

As a follow-up from our previous letter for further clarification, please note below an area body breakdown with pictures where fasteners in lieu of rivets are utilized (pictures of white activity bus used to help improve visibility of fasteners):

EXTERIOR

*all lower side skirting areas (TBB design to allow for easy repair if damaged in accident)



*rub rails where rafter bows intersect behind sheets (fasteners are required for manufacturing purposes due to steel structure behind panels and inability to install rivets)



*front entrance door area (fasteners are required for manufacturing purposes due to steel structure behind panels and inability to install rivets)



*rear side exterior structure (fasteners are required for manufacturing purposes due to steel structure behind and inability to install rivets)



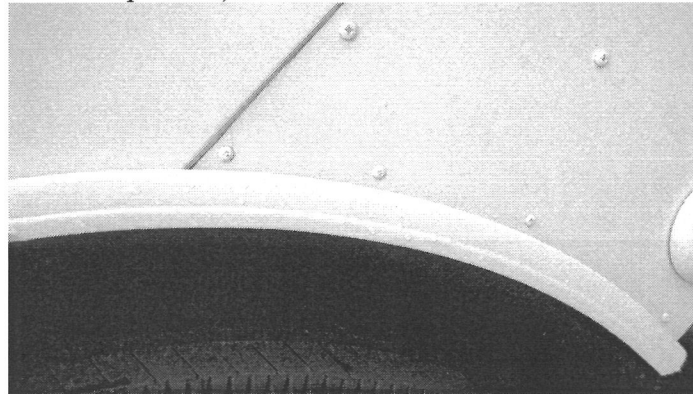
*rear side corner posts (fasteners are required for manufacturing purposes due to steel structure behind and inability to install rivets)



*rivets and bonding are used on exterior roof sheets (rivets can be applied by manufacturing because the roof is assembled off line)



*rivets are used around wheel well area (manufacturing can easily install rivets in this area during the production process)

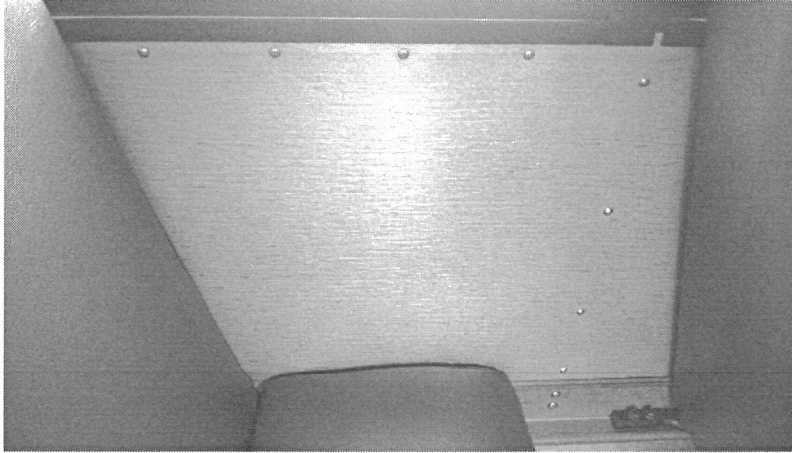


INTERIOR

*interior overhead roof sheets (fasteners are required for manufacturing purposes due to steel structure behind and inability to install rivets)



*interior side sides (fasteners are required for manufacturing purposes due to steel structure behind and inability to install fasteners)



*flooring covering NOT PICTURED (fasteners are required for manufacturing purposes due to steel structure behind and inability to install rivets)

If you should have any additional questions with regards to this clarification document, please contact me at cory.compton@daimler.com or 336-471-8376 (United States).

Sincerely,

Cory Compton

Cory Compton
Government Sales Manager



September 23, 2014

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

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

RECEIVED

2014 SEP 23 PM 2:28

GOVT OF GUAM
C.S.A.
1:31
Beth Sherman

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

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

Dear Ms. Acfalle:

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

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

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

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

EXHIBIT

P

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

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

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

The grounds for this protest are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

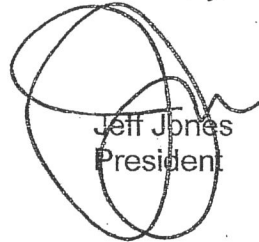
1. To stay the current procurement, and to cancel or suspend any re-bidding, pending resolution of this protest (2 GAR, Div. 4, § 9101(e));
2. To declare that Triple J's inadvertent mistake was not material and did not render Triple J's bid non-responsive, and is therefore waived or Triple J is entitled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

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

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

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

Sincerely,



Jeff Jones
President

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahenstian, Setbision Hinirat)
Department of Administration

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

Ray Tenorio
Lieutenant Governor

Benita A. Manglona
Director

John A.B. Pangelinan
Acting Deputy Director

September 26, 2014

Memorandum

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

RECEIVED: <i>[Signature]</i> Print/Signature
DATE: <i>9/26/14</i> TIME: <i>10:46</i>

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

Dear Mr. Jones:

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

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

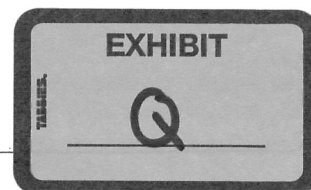
As noted in Guam Publication, OPA-PA-08-007 the Public Auditor ruled:

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

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

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


COMMITTED TO EXCELLENCE



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

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

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


CLAUIDA S. ACFALLE
Chief Procurement Officer

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

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

MORRICO EQUIPMENT
 197 Ypao Road
 Tamuning, Guam 96913
 Tel: (671) 649-1946/ Fax (671) 649-1947

BID INVITATION NO.: GSA-065-14

OPENING DATE: August 12, 2014

SCHOOL BUS (60 PASSENGER)

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

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

REMARKS:

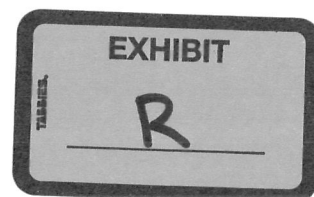
Non-Compliance with the following "All exterior body panels, skirts and rub rails shall be fastened with Anti-Corrosive Rivets". Thomas Built uses a combination of Structural adhesives, anti-corrosive conventional style rivets, anti-corrosive self-piecing rivets and anti-corrosive fasteners are used to adhere to the exterior body panels, skirts, and rub rails to the bus structure.

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

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


 CLAUDIA S. ACFALLE
 Chief Procurement Officer

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



GENERAL SERVICE AGENCY
(Abensian Setbision Hinirat)
Government of Guam

P.O. Box FG, Agana, Guam 96910
Tel: 477-1710-13 Fax: 472-4217 / 475-1716/27

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

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

BID INVITATION NO.: GSA-065-14

OPENING DATE: August 12, 2014

SCHOOL BUS (60 PASSENGER)

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

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

REMARKS:

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

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

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


CLAUDIA S. ACFALLE
Chief Procurement Officer

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

EXHIBIT

S