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**RECEIVED**  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS  
DATE: 09/25/13  
TIME: 4:25  AM  PM BY: JB  
FILE NO OPA-PA: B-011

**THE OFFICE OF PUBLIC ACCOUNTABILITY**

In the Matter of Appeal of )  
Triple J Motors, )  
Appellant )  
\_\_\_\_\_ )

**NOTICE OF APPEAL**

**Docket No. OPA-PA\_\_\_\_\_**

**I. APPELLANT INFORMATION**

Name: Triple J Motors

Mailing Address: C/O CABOT MANTANONA LLP  
EDGE BUILDING, SECOND FLOOR  
929 S. MARINE CORPS DRIVE  
TAMUNING, GUAM 96913

Business Address: Triple J Motors  
470 N. Marine Corps Dr.  
Tamuning, Guam 96931

Daytime Contact No.: (671) 646-2001

Contact Person:  
Rawlen Mantanona, Esq.  
Matthew Kane, Esq.

## II. APPEAL INFORMATION

- (A) Purchasing Agency: General Services Agency o/b/o Guam Police Department.
- (B) Identification/Number of Procurement, Solicitation, or Contract: IFB NO.: GSA-097-13 for Police Patrol Vehicle, 2013-2014 Interceptors.
- (C) Decision being appealed was made on September 11, 2013 by Claudia S. Acfalle, Chief Procurement Officer, GSA, and received by Triple J Motors the same day.
- (D) Appeal is made from: Decision on Contract or Breach of Contract Controversy
- (E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:
- (i) Atkins Kroll, Inc.
  - (ii) Cars Plus

### A. STATEMENT OF GROUNDS FOR APPEAL

1. This Appeal arises out of the General Services Agency ("GSA") decision on Triple J Motors' breach of contract controversy. Specifically, Triple J Motors appeals GSA's determination that Title 2 Guam Administrative Rules and Regulations ("GAR") Section 9101(c)(1) precluded Triple J Motors from challenging GSA's decision to cancel IFB Bid Number GSA-097-13.<sup>1</sup> Triple J's completed IFB form<sup>2</sup> is attached as Exhibit "1".

2. On June 13, 2013, GSA amended the bid opening time from 10:00am on June 18, 2013 to 9:00am on June 28, 2013. The Amendment is attached as Exhibit "2".

3. On July 17, 2013, GSA awarded Triple J Motors the contract and called Triple J Motors to pick up Purchase Order P136A05480 for eight (8) units of customized police interceptor vehicles. Triple J Motors picked up this confirmed and signed Purchase Order on July 17, 2013. Purchase Order P136A05480 is attached as Exhibit "3".

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<sup>1</sup> In some of the correspondence between Triple J Motors and GSA, both parties incorrectly referred to Bid Number GSA-092-13 instead of Bid Number GSA-097-13. This is believed to be a typographical error.

<sup>2</sup> Triple J Motors' completed IFB form acts as their bid for GSA-097-13.

4. After receiving Purchase Order P136A05480 on July 17, 2013, Triple J Motors informed Ford Motor Company of the award and initiated the process of tendering a binding allocation in order to secure a slot in the production line for the purchase of eight (8) units of customized police interceptor vehicles, committing Triple J Motors to the purchase of these vehicles.

5. By letter dated July 30, 2013 and received July 31, 2013, GSA informed GSA that Cars Plus filed a protest on the bid and requested that GSA stop all activities related to the bid until the protest is resolved. This letter is attached as Exhibit "4".

6. On July 31, 2013, GSA called Triple J Motors to pick up Purchase Order P136A05640 for two (2) additional units of customized police interceptor vehicles as part of the same bid. Triple J picked up this confirmed and signed Purchase Order on July 31, 2013. Purchase Order P136A05640 is attached as Exhibit "5".

7. On July 31, 2013, then equipped with P136A05480, Triple J Motors finalized its tendering of a binding allocation, securing a slot in the production line for the purchase of a total of eight (8) units of customized police interceptor vehicles. Again, Triple J Motors was now committed to the purchase of these vehicles.

8. By its letter dated July 31, 2013 and received August 1, 2013, Triple J Motors informed GSA that its instructions to stop all activities related to the bid cannot be followed because it understood that the GSA Purchase Order dated July 17, 2013 constitutes a contract, the rescission of which requires legal due process, and it also informed GSA that it received and was processing GSA Purchase Order P136A05640. This letter is attached as Exhibit "6".

9. On August 7, 2013, Triple J Motors, already contractually obligated, finalized the orders from Ford Motor Company for the customized police interceptor vehicles.

10. GSA, by its letter dated August 8, 2013, notified Triple J Motors that the bid is cancelled and the award to Triple J Motors is cancelled because GSA determined that Cars Plus' protest had merit. This letter is attached as Exhibit "7".

11. By letter dated August 8, 2013 and faxed the same day, Triple J Motors acknowledged receipt of GSA's notice of cancellation of the bid, expressed that it considers GSA's cancellation a breach of contract and will be seeking compensation for

any damages suffered, informed GSA that it was in contact with Ford Motor Company in an effort to cancel the orders and the allocation committed in order to mitigate damages, and requested that GSA provide the details of the protest warranting cancellation and breach of contract. This letter is attached as Exhibit "8".

12. By letter dated August 12, 2013 and faxed August 14, 2013, GSA acknowledged receipt of Triple J Motors' August 8 letter, advised that the Government of Guam will not bear any costs incurred after the notice of cancellation, and explained that Cars Plus' protest had merit but only specified one of the grounds for protest, namely, that Triple J Motors failed to specify whether it would be providing 2013 or 2014 interceptor vehicles and to provide a brochure for the 2014 interceptor vehicles containing a statement regarding the limited warranty required by the bid. This letter is attached as Exhibit "9".

13. By letter dated August 13, 2013 and received August 15, 2013, Triple J Motors stated its policy to place orders immediately upon receipt of purchase orders due to the delivery time requirements, requested clarification on GSA's authority to cancel a bid after an award in lieu of 2 GAR § 3115, explained that the bid specifications and purchase orders do not specify whether the 2013 or 2014 models were ordered and that the brochure for 2013 interceptor vehicles, which is attached as Exhibit "10", was included in the bid and contained the same warranty contained in the brochure for 2014 interceptor vehicles, which is attached as Exhibit "11", but that the 2014 models were first produced in July 2013 and 2014 brochures were not available until August 2013, after the bid opening in June 2014, and criticized GSA for cancelling the bid rather than requesting clarification on this matter, resulting in further delays and rebidding after Triple J Motors' bid prices have been publicized. This letter is attached as Exhibit "12".

14. By letter dated September 10, 2013 and received September 11, 2013, Triple J Motors formally objected to GSA's cancellation of the bid, citing 2 GAR § 3115(d)(2)(A) to support its argument that a bid cannot be cancelled after an award is made, reiterated why the 2013 brochure and not the 2014 brochure was submitted as part of the bid, advising that its interpretation of the procurement rules do not



necessarily render a responsible bidder "unresponsive," attached an email excerpt from Ford Motor Company explaining that Triple J Motors cannot cancel its orders for ten (10) customized police interceptor vehicles despite its previous attempts to do so, and restated its intention to seek damages from GSA for the full amount of these ten (10) customized police interceptor vehicles if GSA does not accept delivery when they arrive. This letter is attached as Exhibit "13".

15. By letter dated September 11, 2013 and received the same day, GSA acknowledged receipt of Triple J Motors' September 10 letter, determined that the letter constituted an untimely protest pursuant to 2 GAR § 9101(c)(1), denied this "protest" as being "without merit," and advised Triple J Motors of its right to seek administrative or judicial review. This letter is attached as Exhibit "14".

16. On September 12, 2013, GSA ran an advertisement in the Marianas Variety Guam Edition for IFB No. GSA-172-13 for the procurement of Police Patrol Vehicles, 2013-2014 Interceptors, setting the opening date at 10:00am on September 27, 2013. The excerpted page from the Marianas Variety containing this advertisement is attached as Exhibit "15".

17. On September 19, 2013, Triple J Motors received two letters from GSA cancelling both purchase orders "due to error in award." These letters are attached as Exhibit "16".

18. By letter dated September 20, 2013, Ford Motor Company confirmed that the warranty coverage for the 2014 model year Police Interceptor Sedans is identical to the 2013 warranty coverage. This letter is attached as Exhibit "17".

19. By its letter to Triple J Motors dated September 20, 2013, Ford Motor Company confirmed that it was unable to cancel the orders made for the customized police interceptor vehicles and that its policy requires Triple J Motors to sell these vehicles to the Guam Police Department or an approved Guam Law Enforcement Agency, not to retail customers or wholesalers. This letter is attached as Exhibit "18".

20. By letter dated September 25, 2013, Triple J Motors formally protested the opening of IFB No. GSA-172-13 for the purchase of 2013-2014 police interceptor vehicles. This formal protest letter is attached as Exhibit "19".

### **Jurisdiction for Appeal**

21. Triple J Motors appeals the GSA's determination pursuant to Title 5 Guam Code Annotated ("GCA") § 5706 (2005), or, in the alternative, pursuant to 5 GCA § 5425(e) (2005).

### **Jurisdiction under 5 GCA § 5706**

22. Triple J Motors is an actual contractor, aggrieved by GSA's determination that its objection to GSA's cancellation of IFB GSA-097-13 was untimely and lacked merit. Triple J Motors had already won the bid, was awarded the bid, and entered into a binding contract with GSA before GSA improperly sought to cancel the bid. As the winning bidder who received an award before this contract controversy arose, Triple J Motors was not constricted by the deadlines set by 5 GCA § 5425(a) and 2 GAR § 9101(c)(1), which provisions only concern the imposition of deadlines on protests to be waged by aggrieved bidders, those who are not winning bidders and awardees of a procurement contract.

23. Triple J Motors and GSA mutually assented to and formed a binding contract on July 17, 2013 when GSA signed and confirmed Purchase Order P136A05480 after awarding IFB No. GSA-097-13 to Triple J Motors, and Triple J Motors reasonably relied on this contract to tender an irrevocable allocation for the purchase of eight (8) customized police interceptor vehicles from Ford Motor Company. Basic contract principles dictate that a bargained-for exchange of promises furnished consideration for this contract, which followed from a clear offer and acceptance of that offer. See, e.g., *Mobil Oil Guam, Inc. v. Tendido*, 2004 Guam 7 ¶ 34 ("The three recognized elements of a contract are an offer, acceptance, and consideration."); *id.* ¶ 35 ("An offer is a manifestation of willingness to enter into a bargain, so made as to justify another person in understanding that his assent to that bargain is invited and will conclude it.") (internal quotation marks and citations omitted); see also Source to 5 GCA § 5121(c) (noting routine purchase orders are contracts).

24. Despite the fact that a binding contract had already been formed and the award had already been made, despite the fact that Triple J Motors and Ford Motor

Company had already started performing under this binding contract, and despite GSA's authority under 5 GCA § 5427(b) to settle and resolve this contract controversy, GSA chose instead to inform Triple J Motors that its award was "now cancelled" on August 8, 2013.

25. Title 5 GCA § 5427(c) requires that a written decision on a contract controversy shall both state the reasons for the action taken and inform the contractor of its rights to judicial or administrative review. GSA did not issue a written decision that complied with this provision until its letter dated September 11, 2013. In that written decision, GSA erroneously determined that Triple J Motors was required to object to GSA's action on August 27, 2013 due to Triple J Motors' acknowledgment of receipt of GSA's notice of cancellation. This determination was erroneous because the 60-day clock that runs on the Appellant's appeal of a purchasing agency's decision on a contract controversy decision did not start to run until September 11, 2013.

26. Upon information and belief, November 10, 2013 is the correct deadline for Triple J Motors to appeal GSA's written decision on September 11, 2013, the first that complied with the requirements of 5 GCA § 5427, and, accordingly, this appeal is timely and not otherwise foreclosed by GSA's erroneous determination.

#### **Jurisdiction under 5 GCA § 5425(e)**

27. Alternatively, Triple J Motors did submit a timely protest and GSA should be equitably estopped from determining that Triple J Motors failed to submit a timely protest as required by 2 GAR § 9101(c)(1), because Triple J Motors was not aware of the facts giving rise to its protest and Triple J Motors did, in fact, wage a formal protest once it knew or should have known of the facts giving rise thereto.

28. Under 5 GCA § 5425(a) and the mirror provisions contained in 2 GAR § 9101(c)(1), an aggrieved contractor has fourteen (14) days to submit a formal protest in writing to the purchasing agency after receiving actual or constructive knowledge of the reasons underlying a protest.

29. Despite Triple J Motors' numerous requests and diligent efforts to obtain GSA's decision on Cars Plus' protest and to learn of all the reasons why GSA was

cancelling Triple J Motors' award, so that Triple J Motors could wage its own complete and effective protest, GSA waited until August 12, 2013 to explain only *one* of these reasons, and to date has not furnished Triple J Motors with more of the reasons, let alone all of them.

30. GSA sent mixed signals when it signed and confirmed Purchase Order P136A05480 after instructing Triple J matters to stop all activities in relation to IFB Bid No. GSA-097-13, which further convoluted the matter, bringing uncertainty to Triple J Motors as to GSA's commitment to proceed with its award and contract, and further evidenced that Triple J Motors was not in the position to wage an effective protest at that time, given GSA's vacillation between stopping and going on the award.

31. GSA's failure to render a formal, written decision on Cars Plus' protest was an act of bad faith that denied Triple J Motors its due process rights and prevented Triple J Motors from learning all of the facts necessary to wage its protest effectively.

32. GSA never determined that Triple J Motors' correspondence letters, wherein Triple J Motors clearly objected to the action taken by GSA, were mere complaints. There is no determination made by GSA that the record is bereft of a formal protest; instead, GSA merely challenges the date on which Triple J Motors "knew or should have known" of cancellation.

33. The dearth of information GSA provided to Triple J Motors on August 12, 2013 regarding GSA's intention to cancel the award did not furnish Triple J Motors with the requisite number of *facts* giving rise to the protest for Triple J Motors to wage an effective protest. GSA did not formally cancel the purchase orders until August 31, 2013, but more importantly, did not notify Triple J Motors until September 19, 2013.

34. Upon information and belief, Triple J Motors has arguably not yet been placed in the position to actually or constructively know of GSA's clear intention to proceed with cancelling its award to Triple J Motors, and, at best, Triple J Motors was first placed in that position on August 31, 2013 when GSA formally cancelled the purchase orders.

35. Pursuant to 2 GAR § 9101(c)(1), Triple J Motors submitted a timely formal protest on September 10, 2013, within fourteen (14) days of knowing, actually or

constructively, of the facts giving rise to its protest, which knowledge was only accessible on August 31, 2013, and, accordingly, GSA erroneously determined that Triple J Motors failed to file a timely protest.

**B. PRAYER FOR RELIEF**

Appellant seeks injunctive relief in the form of specific performance and a decision and order that rectifies GSA's erroneous determination that 2 GAR § 9101(c) barred Triple J Motors from objecting to GSA's decision to cancel its award and that GSA has breached its contract. In addition to other remedies that the OPA may deem are warranted, Appellant also respectfully requests that OPA order the following actions of GSA:

1. That GSA rescind its cancellation of its award and reaffirm its award of the contract to Triple J Motors by issuing a formal, written "Notice of Intent to Award."

2. That GSA specifically perform on the contract by reinstating the two purchase orders it has already signed and confirmed, and by nullifying its cancellation of the same.

3. That OPA issue a determination that GSA violated the procedure for the remedies available to the purchasing agency after an award is made and that it did so in breach of a binding contract with Triple J Motors.

4. That GSA withdraw and cancel IFB No. GSA-172-13 before its opening at 10:00am on September 27, 2013 in an effort to mitigate damages for the Territory and protect the integrity of the procurement process.

5. That GSA issue and immediately mail or otherwise furnish Triple J Motors with a formal, written decision on Cars Plus' protest as required by 5 GCA § 5425(e) and provide Triple J Motors with all of the reasons why it initially cancelled the award.

6. That OPA grant a preliminary injunction enjoining GSA from moving forward with IFB No. GSA-172-13 as respectfully requested and urged in Triple J Motors' Motion to Stay.

7. That OPA award to Triple J Motors its costs involved in its objection and appeal.

**C. SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS**

Exhibit "1"		Completed IFB No. GSA-097-13
Exhibit "2"	June 13, 2013	Amendment #1
Exhibit "3"	July 17, 2013	Purchase Order P136A05480
Exhibit "4"	July 30, 2013	GSA Letter to Triple J Motors
Exhibit "5"	July 29, 2013	Purchase Order P136A05640
Exhibit "6"	July 31, 2013	Triple J Motors Letter to GSA
Exhibit "7"	August 8, 2013	GSA Cancellation of Award
Exhibit "8"	August 8, 2013	Triple J Motors Objection Memo
Exhibit "9"	August 12, 2013	GSA Letter to Triple J Motors
Exhibit "10"		Brochure for 2013 Interceptor Vehicles
Exhibit "11"		Brochure for 2014 Interceptor Vehicles
Exhibit "12"	August 13, 2013	Triple J Motors Letter to GSA
Exhibit "13"	September 10, 2013	Triple J Motors Objection Memo
Exhibit "14"	September 11, 2013	GSA Denial of Objection
Exhibit "15"	September 12, 2013	Advertisement for GSA-172-13
Exhibit "16"	August 31, 2013	GSA Cancellation of Purchase Orders
Exhibit "17"	September 20, 2013	Ford Warranty Confirmation Letter
Exhibit "18"	September 20, 2013	Ford Letter to Triple J Motors
Exhibit "19"	September 25, 2013	Formal Protest of GSA-172-13

**D. DECLARATION RE COURT ACTION**

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

The undersigned does hereby confirm that to the best of its knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 25th day of September, 2013.

By:

  
\_\_\_\_\_  
**JEFF JONES**

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

By:

  
\_\_\_\_\_  
**RAWLEN M.T. MANTANONA and  
MATTHEW S. KANE**

Attorneys for the Appellant  
Edge Building, Second Floor  
929 S. Marine Corps Drive  
Tamuning, Guam 96913  
(671) 646-2001





EXHIBIT "1"

BID NO. GSA-097-13  
SUBMITTED BY [Signature]  
DATE 06/21/13 TIME 8:50AM  
OPENING DATE 06/21/13  
ACCEPTED BY [Signature]

GENERAL SERVICES AGENCY  
BID INVITATION NO.: GSA-097-13  
BID FOR: POLICE PATROL VEHICLE, 2013-2014  
INTERCEPTORS  
DESTINATION: GUAM POLICE DEPARTMENT  
DATE: JUNE 28, 13 TIME: 9:00 AM

**GOVERNMENT OF GUAM**

GENERAL SERVICES AGENCY

148 Route 1, Marine Drive

Piti, Guam 96925

Bond No.: **BD-BD-GUM-2013-1059**

**BID BOND**  
NO. GSA-097-13

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

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)  
Bid for POLICE PATROL VEHICLE, 2013 - 2014 INTERCEPTORS

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

Signed and sealed this 12th day of June 20 13.

TRIPLE J MOTORS  
(PRINCIPAL) (SEAL)

Percival Acejo  
(WITNESS)

Account Broker - Aon  
(TITLE)  
David Silva  
(MAJOR OFFICER OF SURETY)

David Silva III  
Cornelio Matanguihan  
(MAJOR OFFICER OF SURETY)  
General Manager - CIGC  
(TITLE)

Manager - Aon  
(TITLE)

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

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

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

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



CENTURY INSURANCE COMPANY (GUAM), LTD.

*[Handwritten Signature]*  
GEORGE CHIU  
President

Tamuning, Guam )  
\_\_\_\_\_ )

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

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

**PERLA P. CHUA**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: **Sept. 08, 2016**  
112 Banyan St. Banyan Hts. Subdiv Mangilao, GU 96913

*Perla P. Chua*  
NOTARY PUBLIC

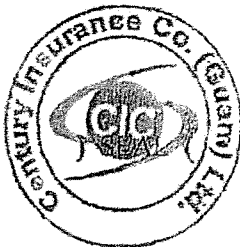
AGREEMENT & POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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



  
David M. Sablan

VICE-PRESIDENT

ATTEST:   
Cornelio L. Matanguihan  
GENERAL MANAGER

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

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

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

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

2. RESOLVE


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

3. COUNTERPARTS; FAX

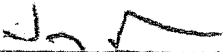
This unanimous consent, consisting of one (1) page, may be executed by telefacsimile ("fax") and each such fax counterpart shall be deemed to be an original consent, but all such counterparts together shall constitute but one (1) consent.

4. EXECUTION

EXECUTED on this 1<sup>st</sup> day of July 2007.

  
\_\_\_\_\_  
JERRY TAN, President and Director

  
\_\_\_\_\_  
DAVID M. SABLAN, Vice-President and Director

  
\_\_\_\_\_  
GEORGE CHIU, Secretary, Treasurer and Director



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

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

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

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

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

COUNTERPARTS; FAX

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

AUTHORIZATION FOR CONSENT

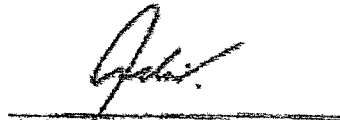
§ 3. This consent is executed pursuant to 4 CMC § 4-462 and Article 3.11 of the By Laws, which authorize the taking of action, by the directors by unanimous written consent.

EXECUTION


§ 4. EXECUTED this 5<sup>th</sup> day of August 2007.

BY THE BOARD OF DIRECTORS:

  
DAVID A. SHEEHAN  
President and Director

  
ADREINA V. DIMAANO  
Vice-President and Director

  
JERRY TAN  
Secretary, Treasurer and Director

  
WILLIE TAN  
Director



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

RENEWAL GA26

Know All Men By These Presents That:

Name AON INSURANCE MICRONESIA (GUAM) INC.

Address 718 N MARINE CORPS DRIVE EAST-WEST BUS CTR, SUITE 303  
UPPER TUMON GU 96913

*Classes of Insurance  
Authorized*

ACCIDENT & HEALTH  
FIDELITY & SURETY  
FIRE  
MARINE

MISCELLANEOUS  
MOTOR VEHICLE  
PROP. DAMAGE & LIABILITY  
WORKMENS COMP

Having complied with the Insurance Law of Guam, is hereby authorized to transact as  
General Agent, 20 12, to the 01 day of July, 20 13, unless authority is revoked for failure  
to comply with the law.

**Designated Representatives:**

JULIE Q UNTALAN  
ARSENIA SABINAY  
SARAH KANG CAMACHO  
ANA MARGARET SORIANO  
DAVID E SILVA  
PERCIVAL ACEJO

**Appointed By:**

CENTURY INSURANCE CO (GUAM) LTD

[ SEAL ]

*Artemio B. Ilagan*

**ARTEMIO B. ILAGAN**

Insurance Commissioner



\*\*\*\*\*  
\*\*\* FAX TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

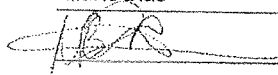
JOB NO. 4055  
DESTINATION ADDRESS 4751727  
PSWD/SUBADDRESS  
DESTINATION ID  
ST. TIME 06/04 11:34  
USAGE T 00' 16  
PGS. 1  
RESULT OK

**Invitation for Bid:** GSA-097-13

POLICE PATROL VEHICLE, 2013-2014 INTERCEPTORS

**ACKNOWLEDGEMENT RECEIPT FORM**

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 472-4217 / 475-1727 or 475-1716

Name Marie Blas  
Signature   
Date 06/04/2013  
Time 11:35 AM  
Contact Number 646-9126  
Fax Number 646-9487  
Contact Person regarding IFB Charlie Reynolds  
Title Fleet & Commercial Sales Manager  
E-Mail Address fleetsales@triplejguam.com  
Company/Firm Triple J Enterprises, Inc. dba Triple J Motors  
Address P.O. Box 6066, Tamuning, GU 96931

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

All questions and concerns in regards to this bid must be submitted no later than June 10, 2013  
Close of business.

**GSA** GENERAL SERVICES AGENCY  
(Ahensian Setbision Hinirat)  
Government of Guam  
148 Route 1 Marine Drive, Piti Guam 96915  
Tel: 475-1713 \* Telefax: 472-4217; 475-1716; 475-1727

Accountability \* Impartiality \* Competence \* Openness \* Value

INVITATION FOR BID NO. : GSA-097-13

**DESCRIPTION:**

POLICE PATROL VEHICLE, 2013-2014 INTERCEPTORS

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

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

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

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

On this 18th day of June, 2013, I, Charlie Reynolds,

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

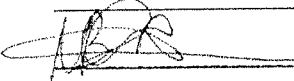


\_\_\_\_\_  
Bidder Representative's Signature

POLICE PATROL VEHICLE, 2013-2014 INTERCEPTORS

**ACKNOWLEDGEMENT RECEIPT FORM**

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 472-4217 / 475-1727 or 475-1716

Name	<u>Marie Blas</u>
Signature	<u></u>
Date	<u>06/04/2013</u>
Time	<u>1135 AM</u>
Contact Number	<u>646-9126</u>
Fax Number	<u>646-9487</u>
Contact Person regarding IFB	<u>Charlie Reynolds</u>
Title	<u>Fleet &amp; Commercial Sales Manager</u>
E-Mail Address	<u>fleetsales@triplejguam.com</u>
Company/Firm	<u>Triple J Enterprises, Inc. dba Triple J Motors</u>
Address	<u>P.O. Box 6066, Tamuning, GU 96931</u>

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

All questions and concerns in regards to this bid must be submitted no later than June 10, 2013  
Close of business.

**INVITATION FOR BID**

ISSUING OFFICE:

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

*Rat H K 7/17/13*  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

DATE ISSUED: June 3, 2013

BID INVITATION NO: GSA-097-13

BID FOR: POLICE PATROL VEHICLE, 2013-2014 INTERCEPTORS

SPECIFICATION: SEE ATTACHED

DESTINATION: GUAM POLICE DEPARTMENT

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

INSTRUCTION TO BIDDERS:

INDICATE WHETHER:      INDIVIDUAL      PARTNERSHIP   X   CORPORATION

INCORPORATED IN: 1984

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00AM Date: 6/18/13 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

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

P.O. Box 6066  
Tamuning, GU 96931

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID:

*[Handwritten Signature]*  
Jay Jones  
Senior Vice President

AWARD: CONTRACT NO.: GSA-097-13 AMOUNT: \$294,904.00 DATE:         

ITEM NO(S) AWARDED: 1.1

CONTRACTING OFFICER:

*Rat H K 7/17/13*  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:  
TRIPLE J ENTERPRISES, INC.  
DBA: TRIPLE J MOTORS

P.O. BOX 6066  
TAMUNING, GUAM 96931

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS CONTRACT:

*CHARLIE REYNOLDS*  
*[Handwritten Signature]* 7-17-13

Eddie Baza Calvo  
Governor



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

Ray Tenorio  
Lt. Governor

Benita Manglona  
Director, Dept. of Admin.

Anthony C. Blaz  
Deputy Director

Special Provisions

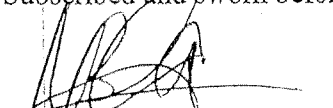
**Restriction against Sex Offenders Employed by service providers to  
Government of Guam from working on Government Property.**

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

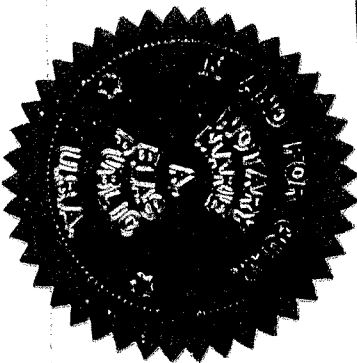
**JAY B. JONES, SR. VICE PRES.**

Signature of Bidder \_\_\_\_\_ Date 06/10/13  
Proposer, if an individual;  
Partner, if a partnership;  
Officer, if a corporation.

Subscribed and sworn before me this 10th day of June, 2013

  
\_\_\_\_\_  
Notary Public

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



Eddie Baza Calvo  
Governor



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

Ray Tenorio  
Lt. Governor

Benita Manglona  
Director, Dept. of Admin.

Anthony C. Blaz  
Deputy Director

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

Procurement No: GSA-097-13  
POLICE PATROL VEHICLE, 2013-2014 INTERCEPTORS

Name of Offeror Company: Triple J Enterprises, Inc. dba Triple J Motors hereby certifies under penalty of perjury:

- (1) That I am Senior Vice President, (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

<u>Jay B. Jones</u>	<u>06/10/13</u>
Signature	Date

WD 05-2147 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

\*\*\*\*\*

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

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

Diane C. Koplewski            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2147  
Revision No.: 14  
Date Of Revision: 06/13/2012

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

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

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



13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I (see 1)	15.73
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Dry-cleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38

23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05

27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck Driver, Light	8.97
31362 - Truck Driver, Medium	11.61
31363 - Truck Driver, Heavy	12.48
31364 - Truck Driver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04

99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

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

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

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

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

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

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

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

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



## AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM )  
 ) SS:  
 HAGATNA, GUAM )

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

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

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

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
M/M ROBERT H. JONES	P.O. BOX 6066, TAMUNING, GU 96931	70%
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
N/A	N/A	N/A

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

JAY B. JONES, SR. VICE PRES.

Signature of one of the following:

- Offeror, if the offeror is an individual;
- Partner, if the offeror is a partnership;
- Officer, if the offeror is a corporation.

Subscribed and sworn to before me this 10th day of June, 2013.

NOTARY PUBLIC  
 My commission expires Oct. 08, 2015

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





**AFFIDAVIT re CONTINGENT FEES**

TERRITORY OF GUAM )  
HAGATNA, GUAM ) SS:  
)

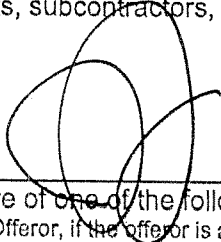
JAY B. JONES, SR. VICE PRES. [state name of affiant signing below], being first sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]  
TRIPLE J ENTERPRISES, INC. dba TRIPLE J MOTORS


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

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

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

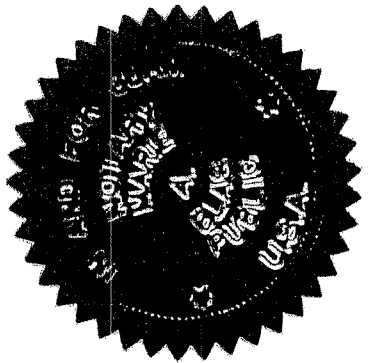


Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me 3  
this 10th day of June, 2013  


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

NOTARY PUBLIC  
My commission expires Oct 08, 2015



**GOVERNMENT OF GUAM**

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

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

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2013

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

(SEAL)

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

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

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

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

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

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

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

**INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM  
GENERAL TERMS AND CONDITIONS**

**SEALED BID SOLICITATION AND AWARD**

**Only those Boxes checked below are applicable to this bid.**

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

16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government ( 2 GAR, Div.4 §1103).

23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [X] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**  
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**  
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [ ] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).
- [X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. R 3121(e)(1)(C) and R 3121(e)(1)(D)
- [ ] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. R 3121(e)(1)(G)
- [X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: Charlie Reynolds

Title: Fleet & Commercial Sales Manager

Address: P.O. Box 6066

Telephone: 649-3673/648-6010

Tamuning, GU 96931

## GOVERNMENT OF GUAM

### SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
  - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
  - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
  - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
  - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
  - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
  - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
  - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
  - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
  - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2.GAR, Div.4 §3109(k)).
  - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.



8. DISCOUNTS:

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

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

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

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

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

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1.1	<b>Police Patrol Vehicle</b> <b>2013-2014 Police Interceptors</b> As per the following specifications:	8	EA.	\$ 36,863.00	\$ 294,904.00

**GENERALS:**

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

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

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

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

Each vehicle shall be new / unused, current model year production. Each vehicle shall be supplied with all standard equipment and accessories indicated in manufacturer's published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirements of this specification shall also be installed.

All vehicles shall meet the following minimum specifications:

**SPECIFICATIONS:**

**BIDDING ON / REMARKS:**

Engine:

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

COMPLY

Capacity: Five (5) Passenger or greater.

COMPLY

Body: Black and White on all doors and roof.

COMPLY

Electrical System:

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

COMPLY

Battery:

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

COMPLY

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

COMPLY

Transmission:

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

COMPLY

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

COMPLY

Drive Axle: Traction Control – Automatic

COMPLY

Suspension:

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

COMPLY

Steering:

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

COMPLY

**SPECIFICATIONS:**

Brakes:

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

**BIDDING ON / REMARKS:**

COMPLY

Tires & Wheels:

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

COMPLY

Seats:

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

COMPLY

Exhaust System: Dual Exhaust System

COMPLY

**MISCELLANEOUS EQUIPMENT:**

The vehicle shall be equipped with the following miscellaneous equipment:

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

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

**SPECIFICATIONS:**

- Push Bar certified for police vehicles.
- Blue in color grill Light Emitting Diode (LED) lights.
- Blue in color top Light Emitting Diode (LED) lights with directionals.
- Head light and tail light strobes.
- Rear window interior blue in color Light Emitting Diode (LED) light bar. Installed as not to block driver's view of traffic.
- Outside mirror flashers.
- Center console accessory box.
- Prisoner Cage.
- Rear door window barriers.
- PA System.
- Siren with internally programmable tones.
- Wiring compatible to department's police radio system.
- Arm rests on each of the four (4) doors (arm rests in rear passenger compartment may be mounted on other than the door if vehicle is so designed).
- Left and right remote control outside mirrors. Similar in appearance and mounted on left and right front doors. Both mirrors shall be controllable from the driver's seat.
- Windshield and all windows shall feature tinted glass. When specified at the line item description, vehicles shall include deep tinted windows in the rear doors and rear window.
- Light in trunk with trunk lid actuated switch.
- Standard tool kit including wheel changing tools and jack adequate to safely lift the vehicle.

**BIDDING ON / REMARKS:**

COMPLY

COMPLY

COMPLY

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COMPLY

COMPLY

**WARRANTY:**

**Service Required:**

Manufacturer's recommended preventive maintenance all parts, labor and disposal fees included at "No Cost to the Government of Guam". No less than 100,000 miles at 5,000 mile intervals (20 service events).

YES, as requested. \_\_\_\_\_

NO; Remarks: \_\_\_\_\_

**Service/Maintenance and Repair Manuals:**

The successful bidder shall provide one (1) complete set of the most current service manuals (book form) and access to them electronically at no additional cost during the life of the vehicle. Manuals shall cover the **entire vehicle** to include: **Engine, Transmission, Body, Chassis, Wiring locators/diagrams and all parts manuals** associated with vehicle.

YES, as requested. \_\_\_\_\_

NO; Remarks: \_\_\_\_\_

**Warranty:** (All guarantee, warranty, and service periods begin on date of delivery)

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

**YES**, as requested. \_\_\_\_\_

**NO**; Remarks: \_\_\_\_\_

- (2) The successful bidder shall also provide the manufacturer's standard warranty. **Certification of warranty and its limitations shall be provided with this proposal. (Shall be no less than 3 years / 36,000 miles bumper to bumper and 5 years / 60,000 miles power-train).**

**YES**, as requested. \_\_\_\_\_

**NO**; Remarks: \_\_\_\_\_

**Manufacturer's extended warranty:** As options, bidder shall provide with this proposal, information regarding any applicable manufacturer administered extended warranty packages available. Information shall include price and limitations. **(These options will not be subject to the evaluation of this IFB). NOT AVAILABLE**

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

**YES**, as requested. \_\_\_\_\_

**NO**; Remarks: \_\_\_\_\_

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

**YES**, as requested. \_\_\_\_\_

**NO**; Remarks: \_\_\_\_\_

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

**YES**, as requested. \_\_\_\_\_

**NO**; Remarks: \_\_\_\_\_

**Warranty and Service Conditions:**

- (1) The successful bidder shall be responsible for all cost associated with warranty and service **to include, but not limited to, transport, diagnostic, parts, labor, disposal, etc.**

**YES**, as requested. \_\_\_\_\_

**NO**; Remarks: \_\_\_\_\_

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

**YES**, as requested. \_\_\_\_\_

**NO**; Remarks: \_\_\_\_\_

(3) All warranty and maintenance services shall be performed by manufacturer/factory trained, authorized technicians.

YES, as requested. \_\_\_\_\_

NO; Remarks: \_\_\_\_\_

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

YES, as requested. \_\_\_\_\_

NO; Remarks: \_\_\_\_\_

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

YES, as requested. \_\_\_\_\_

NO; Remarks: \_\_\_\_\_

**NOTE:**

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

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

Original Manufacturer's brochure shall be submitted and attached to bid proposal. **OK**

Vehicle must be inspected and pass inspection by authorized safety inspection station. **OK**

Vehicle must be delivered to the Department of Public Works. **OK**

**BIDDING ON:**

MANUFACTURED BY: **FORD MOTOR COMPANY** \_\_\_\_\_

YEAR: **2013 - 2014** \_\_\_\_\_

MAKE: **FORD** \_\_\_\_\_

MODEL: **POLICE INTERCEPTOR SEDAN** \_\_\_\_\_

DATE OF DELIVERY: **AS SPECIFIED** \_\_\_\_\_

Eddie Baza Calvo



GENERAL SERVICES AGENCY

Ray Tenorio

Governor

(Ahensian Setbision Hinirat)

Lt. Governor

Government of Guam

148 Route 1 Marine Drive, Piti, Guam 96915

Benita A. Manglona  
Director

Anthony C. Blaz  
Deputy Director

June 13, 2013

Invitation to Bid GSA-097-13  
For: Police patrol vehicle, 2013 – 2014 Interceptors

Amendment # 1

- 1. Amend to change the bid opening time and date from: 10:00 a.m. June 18, 2013 to now read: 9:00 a.m. June 28, 2013.
- 2. All others remain unchanged.

*RTWK 6/13/13*  
Claudia S. Acfalle  
Chief Procurement Officer

ACKNOWLEDGEMENT COPY

RECEIVE BY

*Charlie Reynolds*

DATE

6/14/13

Note: Please amend the delivery time as requested. Need 180 Days for Police Cars, 90 Days too short!  
Thank you,

**EXHIBIT "2"**



**PURCHASE ORDER**  
 GENERAL SERVICES AGENCY  
 DEPARTMENT OF ADMINISTRATION  
 GOVERNMENT OF GUAM

148 Route 1  
 Marine Drive  
 Piti, Guam 96925

TRAN CODE **5480**

THIS PURCHASE ORDER NUMBER

No. **P130005480**

MUST APPEAR ON ALL INVOICES  
 PACKING SLIPS, PACKAGES, B/L,  
 CORRESPONDENCE ETC.

F.O.B.	* AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE	JOB ORDER NO.	OBJCT
			7/17/2013	120013110450	45
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE.					

<b>VENDOR</b>	<b>TO:</b>	<b>VENDOR</b>	<b>CONSIGNEE, DESTINATION &amp; MARKING</b>
	TRIPLE J MOTORS P O BOX 6056 TAMUNING, GU 96911 Telephone: 671 648-6050 Fax: 671 646-9487	TE755001	GUAM POLICE DEPT. (GPD) 233 CENTRAL AVENUE TIYAN, GU 96913-0000 GPD OPERATIONS OVSSET

AUTHORITY	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY	EXPIRING	DISCOUNT TERMS:
3109	GSA-097-13		180 DAYS		

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	ORDER NUMBER	STATUS
1	GSA-097-13, POLICE PATROL VEHICLE, 2013-2014 FORD POLICE INTERCEPTORS SEDAN. AS PER SPECIFICATIONS AND ITS TERMS AND CONDITIONS. POC: CVITA NAUTA 475-8557	EA	36863.000	294904.00	1091200060	51	

**NOTE:**  
 THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES.  
 Note: Amounts due this Purchase Order may be off set for monies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly.  
 ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9)(a) OF THE GAR.

*ER 7-17-13*

<b>SPECIAL INSTRUCTION S TO VENDOR:</b>	294904.00	<b>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.</b>
B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION; GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BO. F. * * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	<b>↑ TOTAL ↑</b>	INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION <input type="checkbox"/> PAYMENT ENCLOSED	SIGNATURE: <i>[Signature]</i> Claudia S. Adialle NAME TITLE Chief Procurement Officer
---	--	---

**EXHIBIT "2"**



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 / 475-1716

Anthony C. Blaz  
Deputy Director

July 30, 2013

Memorandum

Mr. J. Jones  
Senior Vice President  
Triple J Enterprises, Inc.  
P.O. Box 6066  
Tamuning, Guam 96931

Re: GSA Bid No. 097-13  
Police Patrol Vehicle 2013-2014 Interceptors

Please be informed that a protest on this bid has been filed by Cars Plus. Therefore, please stop all activities in relation to fulfilling this bid until the resolution of the protest.

*Ret Lt Gen 7/30/13*  
CLAUDIA S. ACFALLE  
Chief Procurement Officer.

*TRIPLE J*  
ACKNOWLEDGEMENT COPY

RECEIVE BY *[Signature]* *JAN JANE*

DATE 7/31/13

TEL: 646-9126 FAX: 646-9487



**PURCHASE ORDER**  
 GENERAL SERVICES AGENCY  
 DEPARTMENT OF ADMINISTRATION  
 GOVERNMENT OF GUAM

148 Route 1  
 Marine Drive  
 Piti, Guam 96925

**TRAN CODE**

THIS PURCHASE ORDER NUMBER

**No. F135A05420**

**MUST APPEAR ON ALL INVOICES  
 PACKING SLIPS, PACKAGES, B/L,  
 CORRESPONDENCE ETC.**

F.O.B.	* AIR FREIGHT TEL. CONTACT	SHIP VIA:	DATE 7/29/2013	JOB ORDER NO. 120019211400	OBJECT
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE.					

<b>VENDOR</b>	<b>TO:</b>	<b>VENDOR</b> T8786001	<b>SHIP TO</b>	<b>CONSIGNEE, DESTINATION &amp; MARKING</b>
	TRIPLE J MOTORS P O BOX 8086 TAMUNING, GU 96811  Telephone: 971 648-6050 Fax: 971 646-9487			GUAM POLICE DEPT (CPD) 233 CENTRAL AVENUE TITIAN, GU 96912-0000  TAR TUMON-TAMUNING PRECINCT

AUTHORITY 9109	** INVITATION NO. GSA-097-13	** CONTRACT NO.	TIME FOR DELIVERY 180 DAYS	EXPIRING	DISCOUNT TERMS:
-------------------	---------------------------------	-----------------	-------------------------------	----------	-----------------

QTY	ARTICLE OR SERVICE	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
2	SUPPLEMENTAL FUNDING FOR POLICE PATROL VEHICLE 2013-2014 FORD POLICE INTERCEPTOR SEDANS, GSA-097-13  REFERENCE: F135A05420 GSA-097-13	EA	36863.000	73726.00	0181200082

NOTE:  
 ONE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OF SERVICES.  
 Note: Amounts due this Purchase Order may be off set for monies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly.  
 ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 8101(9)(a) OF THE GAR.

*ea 7-31-13*

<b>SPECIAL INSTRUCTIONS TO VENDOR:</b>	<b>73726.00</b>	<b>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.</b>
B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION; GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	<b>↑ TOTAL ↑</b>	INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION <input checked="" type="checkbox"/>	PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>Claudia S. Acfalle</i>
CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	<input checked="" type="checkbox"/> ADVANCE PAYMENT AUTHORIZATION <input type="checkbox"/> PAYMENT ENCLOSED	NAME: Claudia S. Acfalle TITLE: Chief Procurement Officer	

**EXHIBIT "5"**

Customers First



July 31, 2013

RECEIVED 8

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

Dear Ms. Acfalle;

We are in receipt of your memorandum of July 31 regarding the protest by Cars Plus of GSA Bid No. 097-013. Please be advised that after receiving Purchase Order P136A05480 on July 17 2013 we advised Ford Motor Company of the award and the order processing for the 8 units of Police Interceptor began. Therefore, your instructions to stop all activities in this regard cannot be followed. It has been our understanding that a GSA Purchase Order constitutes a contract with the government and thus cannot be rescinded without legal due process. It was for this reason we proceeded with the vehicle ordering procedure.

We are also in receipt of GSA Purchase Order No. P136A05640 of July 29 for two units of Police Interceptor and that order is being processed as well.

Best regards,

Jay B. Jones  
Senior Vice-President

cc. Jeff Jones

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 / 475-1716

Anthony C. Blaz  
Deputy Director

August 8, 2013

Memorandum

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

Re: Protest on GSA Bid No. 092-13  
Police Patrol Vehicle 2013-2014 Interceptors

On July 30, 2013, we informed you that a protest was lodged on the above stated bid. Please be informed that we determined that the protest has merit and we have cancelled this bid. Therefore, the award to your company is now cancelled.

*Ret H K Poles*  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

**ACKNOWLEDGEMENT COPY**

RECEIVE BY \_\_\_\_\_

DATE \_\_\_\_\_

*[Signature]*  
8/8/13

RESEND: 8/12/13  
attn: Marissa (GSA).

fr: Marie Blas  
TRIPLE J.

Please Fax back to  
475-1727

\*\*\*\*\*  
\*\*\* FAX TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

JOB NO.	4404
DESTINATION ADDRESS	4751727
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	08/08 16:53
USAGE T	00' 32
PGS.	2
RESULT	OK



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

August 8, 2013

RE: GSA Bid No. 092-13

Dear Ms Acfalle;

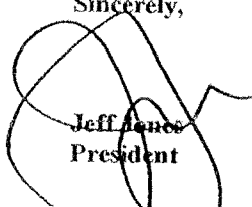
We are in receipt of your notice of cancellation of the above referenced bid. As you are aware we have been issued two Purchase Orders for 10 Police vehicles and these vehicles have already been ordered. We consider this cancellation a breach of your contract to purchase and as such will be seeking compensation for any damages we suffer.

We are in contact with Ford Motor Company in an effort to cancel the orders as well as the allocation we had to commit to in order to process this order.

In the meantime Ford Motor Company and Triple J would like to know the details of the protest which GSA feels has enough merit to cancel thid bid and breach its contract with Triple J.

We look forward to hearing from you promptly on this matter.

Sincerely,

  
 Jeff Jones  
 President

**EXHIBIT "8"**

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 / 475-1716

Ray Tenorio  
Lieutenant Governor

Benita A. Manglona  
Director

Anthony C. Blaz  
Deputy Director

August 12, 2013

Memorandum

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

*TRIPLE J, ENT., INC.*  
**ACKNOWLEDGEMENT COPY**

**RECEIVED BY** \_\_\_\_\_

**DATE** \_\_\_\_\_

*8/14/13*  
*TEL: 646-9126 FAX 646-9487*

Re: Cancellation on GSA Bid No. 097-13  
Police Vehicle Interceptors

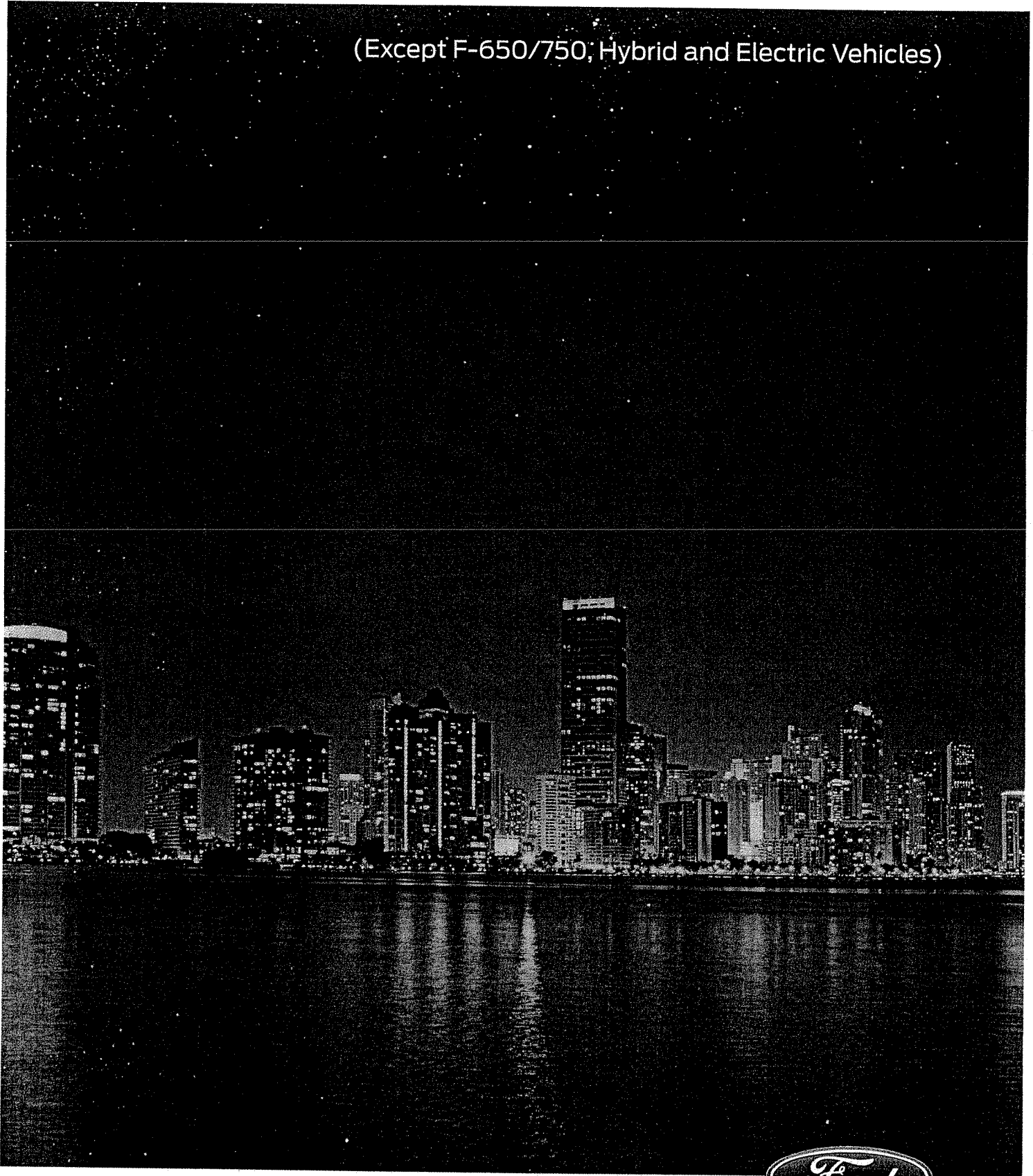
I am in receipt of your memorandum dated August 7, 2013, in which you indicated that the cost for cancellation, if any, will be borne by the government of Guam. Costs which occur after our notification to you of July 31, 2013 to halt any proceedings on this bid, are yours, as you did not wish to cancel at that time.

In regards to your inquiry as to what occurred to warrant this cancellation, as you are aware, a protest came in on this bid. One of the grounds for the protest was the failure of your bid to provide a warranty for the 2014 vehicles. We reviewed your submittal, and discovered that there was a failure to state whether you are providing a 2014 or 2013 vehicle. We inquired with Mr. Charlie Reynolds of your office, who informed us that you were offering 2014 vehicles. The brochure for the 2014 vehicle did not have a statement regarding the limited warranty that was a requirement of the bid. There was a 2013 booklet which did indicate such, but since you were offering 2014 vehicles, that brochure was not acceptable for the 2014 vehicles. Upon further review, you did not meet the minimum qualifications and therefore, the protest had merit and all bids are rejected and a re-bid will be issued at a later date.

*CLAUDA S. ACFALLE*  
CLAUDA S. ACFALLE  
Chief Procurement Officer

# 2013 Model Year **Ford Warranty Guide**

(Except F-650/750; Hybrid and Electric Vehicles)



**EXHIBIT "10"**



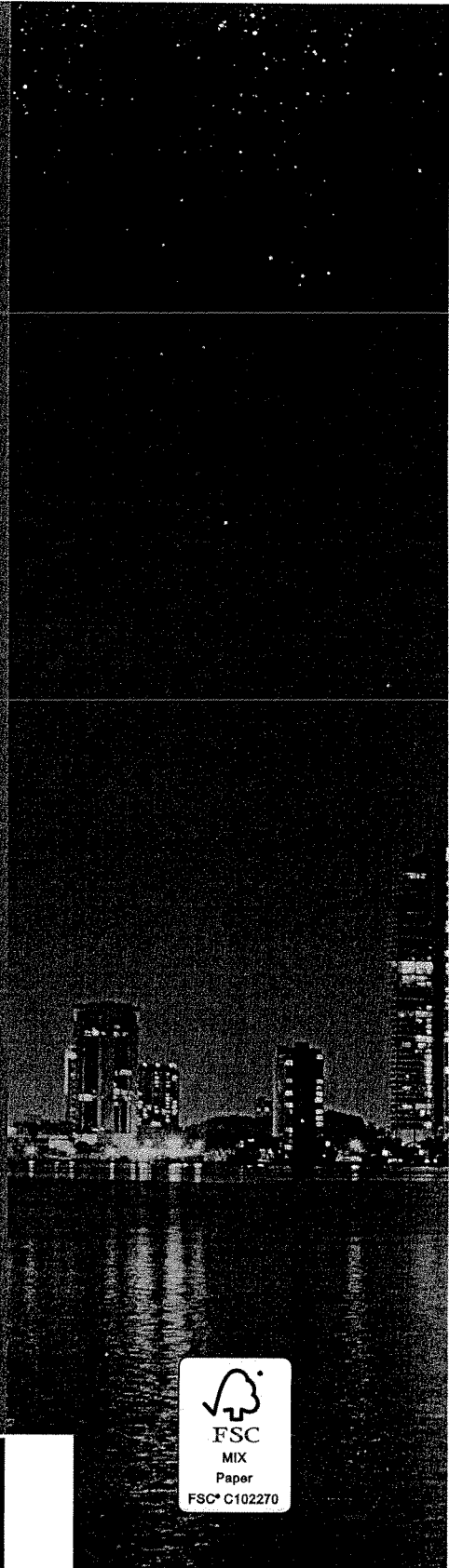
Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

<b>In the United States:</b>	<b>In Canada:</b>
Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-392-3673 (FORD) (TDD for the hearing impaired: 1-800-232-5952) <a href="http://www.customersaskford.com">www.customersaskford.com</a>	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1-800-565-3673 (FORD) <a href="http://www.ford.ca">www.ford.ca</a>
<b>In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:</b>	<b>In Puerto Rico:</b>
Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: <a href="mailto:expcac@ford.com">expcac@ford.com</a>	Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: <a href="mailto:prcac@ford.com">prcac@ford.com</a> <a href="http://www.ford.com.pr">www.ford.com.pr</a>
<b>In Middle East:</b>	
Ford Middle East Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327299 E-mail: <a href="mailto:menacac@ford.com">menacac@ford.com</a> <a href="http://www.me.ford.com">www.me.ford.com</a>	



fordowner.com  
ford.ca

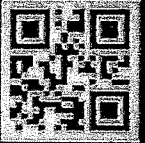


# 2014 Model Year Ford Warranty Guide

(Except F-650/750, Hybrid and Electric Vehicles)



fordwarranty.com



fordca



EW719T201CA August 2013 Third Printing Warranty Guide Litho in U.S.A.



LIBIT "II"



Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

In the United States	In Canada
<p>Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-332-3673 (FORD) (TDD for the hearing impaired: 1-800-232-6952) <a href="http://www.customersaskford.com">www.customersaskford.com</a></p>	<p>Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1-800-565-3673 (FORD) <a href="http://www.ford.ca">www.ford.ca</a></p>
In Asia, Europe, Latin America, Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel	In Puerto Rico
<p>Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4357 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: <a href="mailto:espeac@ford.com">espeac@ford.com</a></p>	<p>Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: <a href="mailto:prcac@ford.com">prcac@ford.com</a> <a href="http://www.ford.com/pr">www.ford.com/pr</a></p>
In Middle East	
<p>Ford Middle East Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971400 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327209 E-mail: <a href="mailto:mevacac@ford.com">mevacac@ford.com</a> <a href="http://www.me.ford.com">www.me.ford.com</a></p>	

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## 1. Introduction

**Ford Motor Company** and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2014-model car or light truck. If you bought a previously owned 2014-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-32).

## **2. Important information you should know**

### **IF YOU NEED CUSTOMER ASSISTANCE**

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 34 or call 1-800-955-5100.

### **KNOW WHEN YOUR WARRANTY BEGINS**

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

### **CHECK YOUR VEHICLE**

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

### **MAINTAIN YOUR VEHICLE PROPERLY**

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on

parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Owner's Manual**.

Your Ford or Lincoln dealership, or Ford or Lincoln Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

#### **WHO PAYS FOR WARRANTY REPAIRS?**

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.



## **DO WARRANTIES APPLY IN OTHER COUNTRIES?**

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to [www.Ford.com](http://www.Ford.com) for additional customer assistance reference information.

### 3. The New Vehicle Limited Warranty for your 2014-model vehicle

#### **LIMITATIONS AND DISCLAIMERS**

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

**NOTE:** This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the **NEW VEHICLE LIMITED WARRANTY** also applies to the **EMISSIONS WARRANTIES** described on pages 17-31.

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute - although the program is still available to you.

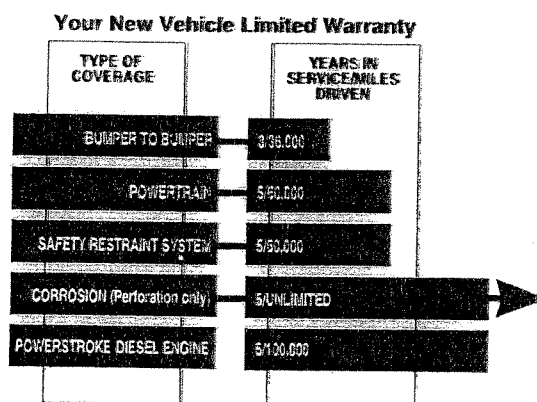
For more information regarding the BBB AUTO LINE program, see page 34 of this booklet.

## QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- **What is Covered?** (pages 8-12)
- **What is Not Covered?** (pages 12-15)

### WHAT IS COVERED?

Your **NEW VEHICLE LIMITED WARRANTY** gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 14 for details of what is not covered.

**Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,**

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine**: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, electronic engine control unit, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, thermostat, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

**Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, engine control module, high pressure fuel injection pump assembly, electronic driver unit, injectors, injection pressure sensor, fuel rail pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor,



exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

**NOTE:** Some components may also be covered by the Emissions Warranties. For more information, see pages 17-31.

If you own or lease a 2014-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida.

#### **WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?**

##### **Damage Caused By:**

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

##### **Damage Caused by Alteration or Modification**

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed

for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips"

#### **Damage Caused by Use and/or the Environment**

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightning, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever ever occurs first), even though caused by use and/or exposure to the elements.

#### **Maintenance/Wear**

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades\*
- wheel alignments and tire balancing\*
- brake pad/lining\*

\* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

#### **SYNC Hands-Free Communications and Entertainment System**

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
  - the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

#### **Tire Wear or Damage**

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

### **Other Items or Conditions Not Covered**

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 36)
- Aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.

#### 4. In addition ...

##### **ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)**

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winching (vehicle must be within 100 feet of a paved or county-maintained road)

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by another Ford warranty, Ford will provide a refund for the tow charge under the other warranty, through the dealership.

**For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.**

Ford Rental cars (FRCS) that must be towed because a covered repair has failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

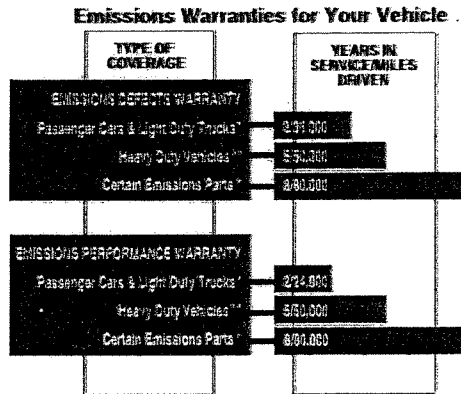
Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

## 5. Federal requirements for emissions warranties

### QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty



\* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR).

\*\* Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR). Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

- **Emissions Defect Warranty** (page 18)
- **Emissions Performance Warranty** (page 19)
- **What is Covered?** (pages 20-21)
- **What is Not Covered?** (page 21)

## EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. Applicable parts are listed under **What is Covered?** on pages 20-21.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  - The emission warranty coverage period is 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emission control units, and onboard emissions diagnostic devices.
  - All other parts covered under your emissions warranty are warranted for 3 years or 36,000 miles whichever comes first.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  - The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty.
    - **Only for HDVs not designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** The 5 year/50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
    - **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with emission standards are covered for 2 years or 24,000 miles, whichever comes first.

## EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  - 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit, and onboard emissions diagnostic devices.
  - 2 years or 24,000 miles (whichever occurs first) for all other covered parts .
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED** for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.



## WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)\*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFT)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

\* Includes hardware and emissions related software changes only

### **Important Information About List of Parts**

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

### **WHAT IS NOT COVERED?**

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

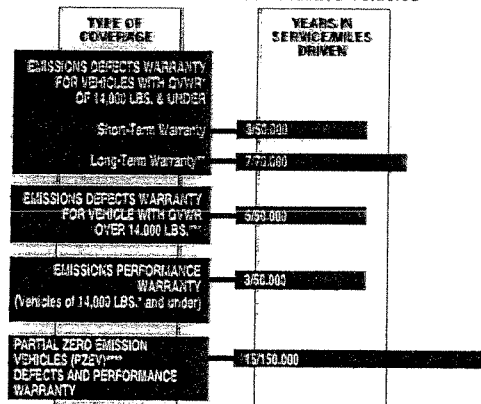
**Manager, Certification and Compliance Division  
(6405J)  
Warranty Claims  
Environmental Protection Agency  
Ariel Rios building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460**

## 6. California requirements for emissions warranties

### QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

Emissions Warranties for California Certified Vehicles



\* Gross Vehicle Weight Rating

\*\* These specific parts were selected on the basis of their estimated replacement cost at the time the California

Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).

\*\*\* Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.

\*\*\*\* Refer to your Vehicle Emission Control Information Label for emissions certification information.

### Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state\* that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

\* Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up to 8,500 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington (NOTE: New York adopted California emissions standards, but not the California Emissions Warranty; the Federal Emission Control Warranty applies to all non-PZEV vehicles in New York)
- **Medium-Duty Passenger Vehicles** (up to 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine, and Pennsylvania.

#### **Vehicles Eligible for California PZEV Emission Warranty Coverage**

California Partial Zero Emission Vehicles (PZEV) have extended coverage on all emission related parts. This extended warranty coverage applies if your vehicle is PZEV certified as indicated on the VEI label and is registered in a state that has adopted and is enforcing California PZEV emissions warranty, which may include the following states, subject to change: California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island or Vermont.

For full details about coverage under California requirements for emissions control, see:

- ➔ **Defects Warranties** (pages 24-30)
- ➔ **Performance Warranty** (pages 24-25)
- ➔ **What Is Covered?** (pages 26-28)
- ➔ **What Is Not Covered?** (page 29)

## **EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES**

### **Your Warranty Rights and Obligations**

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2014-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

### **Manufacturer's Warranty Coverage**

#### For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.
2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system **DEFECTS WARRANTY**.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on pages 27 and 28 with coverage for 7 years or 70,000 miles is defective or if its failure causes your vehicle to fail a Smog Check inspection, the part will be repaired or replaced by Ford. This is your long-term emission control system **DEFECTS WARRANTY**.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system **DEFECTS WARRANTY**.

For Vehicles Eligible for California PZEV Emission Warranty Coverage

For 15 years or 150,000 miles (whichever first occurs):

1. If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emissions control system **DEFECTS WARRANTY**.
2. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.

**Owner's Warranty Responsibilities**

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

**State of California Air Resources Board  
Mobile Source Operations Division  
P.O. Box 8001  
El Monte, California 91731-2990**

## WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)\*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

\* Includes hardware and emissions related software changes only







### **Important Information about List of Parts**

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual**.

**NOTE:** If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

### **WHAT IS NOT COVERED?**

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

## **7. Additional information about your emissions warranty coverage, under Federal and California requirements**

### **HOW DO I GET WARRANTY SERVICE?**

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

### **HOW DO I HANDLE EMERGENCY REPAIRS?**

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

### **WHAT REPLACEMENT PARTS SHOULD I USE?**

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been certified by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been certified by the EPA.

**The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA certified parts without voiding your federal warranty coverage for future repairs during the warranty period.**

### **PROPER MAINTENANCE PRESERVES YOUR WARRANTY**

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

### **CUSTOMER ASSISTANCE**

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 34.

## **8. Noise emissions warranty**

### **NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS**

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

#### **THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:**

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

## 9. Ford Extended Service Plan

### MORE PROTECTION FOR YOUR VEHICLE

You can get additional protection for your new car or light truck by purchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service contracts are backed by Ford Motor Company and they provide:

- additional benefits during the warranty period depending on the plan you purchase (such as: alternative transportation and coverage for certain maintenance and wear items; coverage for certain maintenance and wear items); and
- extended protection after your Bumper to Bumper Warranty expires.

You may purchase Ford ESP from any Ford Motor Company dealer or visit our website at [Ford-ESP.com](http://Ford-ESP.com). There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental vehicles.

When you purchase Ford ESP, you receive peace-of-mind protection throughout the United States and Canada, provided by a network of Ford Motor Company dealers.

This information is subject to change. Ask your dealer for complete details about Ford ESP coverage.

## **10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)**

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

**BBB AUTO LINE Application:** Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under Program Summary Guidelines.

**You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:**

**BBB AUTO LINE  
4200 Wilson Boulevard, Suite 800  
Arlington, Virginia 22203-1833**

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

**Note:** Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

## **11. State warranty enforcement laws**

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

**Ford Motor Company  
Customer Relationship Center  
P.O. Box 6248  
Dearborn, MI 48126**



## **12. Important information about ambulance conversions**

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

**Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.**

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.



GOV'T OF GUAM

2013 AUG 15 AM 10:24

*Paul*

RECEIVED August 13, 2013

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

RE: GSA Bid No. 092-13

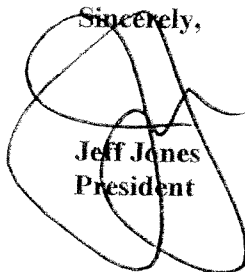
I am in receipt of your letter dated August 12, 2013. Please note that GSA's cancellation of the above referenced bid was July 31, 2013 and the dates of the Purchase Order No.'s P136A05640 and P136A05480 were July 29<sup>th</sup> and July 17<sup>th</sup> respectively. Due to the delivery time requirements it is our policy to place orders immediately upon receipt of the purchase order. We are working with the manufacturer to see how to best handle these orders in lieu of GSA's bid cancellation. If there are fees or costs associated with the cancellation we will make a claim to GSA accordingly.

Regarding the cancellation, according to our reading of the rules of cancellation in 2 GAR § 3115 it does not appear that a bid can be cancelled after award has been made. Perhaps another termination method is allowed but cancellations appear to only be appropriate prior to bid opening. We request clarification on this point.

That said, it seems contradictory to cancel the bid because we are ordering 2014 models instead of 2013 models considering the fact that 2013 OR 2014 models are specified both in the bid specs and on the purchase orders. The warranty is the same for both the 2013 and 2014; the only reason we could not include a 2014 warranty booklet is that the bid took place in June and the first production of the 2014 model was July 2013 and warranty booklets had not been printed yet. 2013 warranty booklets were readily available since that model has been under production for the last year.

If GSA had requested clarification on this matter rather than just cancelling the bid we could have provided a detailed explanation from the manufacturer which we feel would have been sufficient to satisfy GSA's concerns. Instead all we have is further delays and a rebid after all of our prices have been made public.

Sincerely,



Jeff Jones  
President

**EXHIBIT "12"**



GOVERNMENT OF GUAM  
G.S.A.

2013 SEP 11 PM 11:37

September 10, 2013

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

RECEIVED *Bel*

**RE: Protest of Cancellation of GSA Bid No. 092-13**

Further to our letters dated August 8<sup>th</sup> 2013 and August 13<sup>th</sup>, 2013 we would like to formally protest the cancellation of GSA Bid No. 092-13.

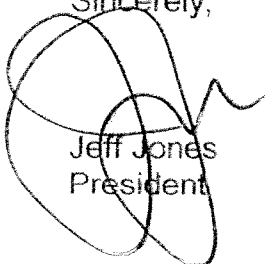
According to our reading of the rules of cancellation in **2 GAR § 3115(d)(2)(A)** it does not appear that a bid can be cancelled after award has been made.

In addition the reason given for the cancellation (failure of our bid to provide a warranty manual for the 2014 vehicles) is not a valid reason to cancel the bid considering the fact that "**2013 or 2014**" models are both specified in the bid specifications and on the purchase orders GSA subsequently issued.

Furthermore as previously explained in our correspondence the warranty is the same for both the 2013 and 2014 models; the only reason we could not include a 2014 warranty manual is that the bid took place in June and the first production of the 2014 model was after that date and warranty manuals had not been printed yet. A 2013 warranty manual was included in our bid package because it was readily available for the bid. The 2014 warranty manuals were only printed in August 2013 and we have included a copy herewith (note the August 2014 date on cover). Also based on our reading of the procurement rules the failure to provide certain documentation such as brochures and/or manuals does not necessarily render a responsible bidder "non-responsive" and is a "survivable" matter as long as the documentation can be subsequently provided.

Finally, we have just been notified by the manufacturer (see attached email excerpt) that despite our previous attempts we cannot cancel our orders for the 10 police vehicles which we ordered based upon the confirmed purchase orders (P136A05480 dated 7/17/2013 & P136A05640 dated 7/29/2013) issued by GSA. Such being the case and as we informed you in our letter dated August 8<sup>th</sup> 2013 Triple J will have no choice but to seek damages from GSA for the full amount of these vehicles if they do not accept delivery when they arrive.

Sincerely,

  
Jeff Jones  
President

**EXHIBIT "13"**

**From:** Phipps, Craig (C.J.) [mailto:cphipps2@ford.com]

**Sent:** Saturday, September 07, 2013 9:44 AM

**To:** 'avaldez@triplejguam.com'; Compeau, Donna (D.G.); Gopigian, Brion (B.E.)

**Cc:** 'fleetsales@triplejguam.com'; 'jeffjones@triplejguam.com'; 'jayjones@triplejguam.com'; Peruzzi, Robert (R.M.); Westerman I, David (D.M.)

**Subject:** Re: Police Car Drop Problem

Hi Alma

The orders are beyond cancellation.

We need to address the issues here.

The tender just cannot be cancelled once placed  
or the purchase order cancelled.

We need to resolve this with the customer.

What is the bottom line issue? They need to stand by their commitment and not be swayed by  
opposition.

We are too far down the track building these vehicles. They can not be cancelled.

Let me know what I can do to get this fixed but you need to get your customer to stand by their  
commitment and integrity of the tender process.

Regards  
Craig Phipps  
District Manager  
South Pacific

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 / 475-1716

Ray Tenorio  
Lieutenant Governor

Benita A. Manglona  
Director

Anthony C. Blaz  
Deputy Director

September 11, 2013

Memorandum

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

Corporate Office  
**TRIPLE J ENTERPRISES**

SEP 05 2013

RECEIVED  
BY: AR TIME: 4:45 pm

Re: Protest on GSA Bid No. 097-13

I am in receipt of your protest dated September 10, 2013, in which you protested the cancellation of GSA Bid No. 097-13

2 GARR Section 9101(c)(1) states in pertinent part when a protest may be filed:

Protests shall be made in writing to the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency, and shall be filed in duplicate **within 14 days after the protest knows or should have known of the facts giving rise thereto.** (Emphasis added).

Your August 13, 2013 letter points out that you were in receipt of our cancellation on this date. If you felt that the action of the General Services Agency was in error, you should have indicated such no later than August 27, 2013. The time frame for submission of a protest ended 14 days after you knew or should have known of the determination to cancel the award.

Based upon the above, your protest is without merit and is therefore denied. You have the right to seek any administrative or judicial review authorized by law.

*Rita H. Kono 9/11/13*  
/ CLAUDIA S. ACFALLE  
Chief Procurement Officer

# Kia'aina to be nominated for DOI post Bordallo joins Syria hearing

By Frank Whitman  
frank@mvguam.com  
Variety News Staff

ESTHER Kia'aina is to be nominated to serve as the assistant secretary for insular areas at the U.S. Department of the Interior, President Barack Obama announced yesterday. If confirmed by the U.S. Senate, she will occupy the post formerly held by Tony Babauta of Agat, who resigned in February.

"Esther Kia'aina's consideration by the president to serve as assistant secretary is an excellent choice," Babauta said. "Throughout her career as a public servant, she has always placed the issues that have helped improve the lives of those who live in the insular areas as a priority. Esther is very knowledgeable on the issues. Will be a good leader for the Office of Insular Affairs, and a strong advocate for the islands."

Kia'aina is currently first deputy director of Hawaii's Department of Land and Natural Resources.

She served on Capitol Hill as an intern to the late Sen. Daniel Inouye and chief of staff to former Rep. Ed Case, and as legislative assistant to former Sen. Daniel Akaka. From 1999 to 2003, she served as chief of staff and legislative director to former Guam Delegate Robert Undervood.

Prior to her current position, Kia'aina served as chief advocate for the Office of Hawaiian Affairs. In that role, she was a senior-level manager responsible for overseeing a staff of 36 and a \$1.4 million operating budget, according to a DOI statement.

As assistant secretary, Kia'aina will lead the department's efforts to coordinate federal policy for Guam. The Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands and American Samoa. She would also have the responsibility to administer and

oversee federal assistance to the Federated States of Micronesia, the Marshall Islands and Palau, according to DOI.

### Extensive expertise

"Esther brings extensive expertise and a keen understanding of the issues facing the U.S. territories and the freely associated states," said Interior Secretary Sally Jewell. "As a resident of Hawai'i with strong connections to the Pacific islands and experience on Capitol Hill, she will be a tremendous asset to this department as we continue the collaborative progress we are making to strengthen the health, safety and welfare of the insular areas."

Kia'aina was born in 1963, after her family had moved to Guam following her father's assignment to the island with the Navy. Her parents, Melvin and Haumani, went on to operate a landscaping business on the island. Kia'aina attended San Vicente School in Barrigada before returning to Hawaii in 1978 where she graduated from Kamehameha Schools in 1981.

Guam Delegate Madeleine Bordallo said she supports the nomination. "Esther has strong ties to Guam and understands the unique issues affecting our island, the other territories and the freely associated states," she said. "Her experience and background will enable her to build on the progress former Assistant Secretary Tony Babauta made during his time at the Department of the Interior. I am confident she will bring a renewed focus on the many challenges facing the territories."

CNMI Delegate Gregorio Sablan said he has known Kia'aina since the 1980s when they both worked for Inouye, and he is pleased with the selection. "As a native Hawaiian, Ms. Kia'aina is someone who



Esther Kia'aina

understands the Pacific region and who is familiar with my district, the Northern Mariana Islands," he said. "[Her] background and expertise make Ms. Kia'aina a solid choice to fill the position of assistant secretary of the interior for insular areas."

In 2012, Kia'aina ran unsuccessfully for the Democratic nomination for Hawaii's 2nd Congressional District. In December 2012, she was named as one of three people being considered for appointment by Gov.

Neil Abercrombie to the Senate seat vacated by Inouye's death.

Sen. Rory Respicio, chairman of the Committee on Federal Affairs in the 32nd Guam Legislature, said he hopes Kia'aina will address pressing Compact-impact issues. "With her connections to Guam we will certainly have a friend in the interior department that is well aware of our island's needs and issues," he said. "Right now, we are facing a serious issue with our Department of Corrections and the implementation of the deportation provision [of the Compacts of Free Association] will help alleviate crowding and the burden placed on our island's only prison facility."

If confirmed, Kia'aina would replace Eileen Sobeck, who has held the position in an acting capacity since February and would return to her former position as deputy assistant secretary for Fish and Wildlife and Parks.

By Frank Whitman  
frank@mvguam.com  
Variety News Staff

HOURS before President Barack Obama gave his speech to the nation about Syria, Guam Delegate Madeleine Bordallo joined fellow members of the House Armed Services Committee at a hearing on the proposed authorization of military force in Syria, according to a release from Bordallo's office. Witnesses at the hearing included Secretary of State John Kerry, Secretary of Defense Chuck Hagel and Gen. Martin Dempsey, chairman of the Joint Chiefs of Staff.

Bordallo asked Kerry if there would be any impact with our allies if the United States fails to authorize some level of military force. She also provided her support for a limited authorization of military force that would target and limit further chemical weapons use by the Syrian regime without ground forces. Kerry said it would affect the credibility and strength of the United States to defend and support U.S. allies if Congress does not approve some authorization of military force. Allies

*"I am supportive of limited military intervention against Syria, and I appreciate the opportunity to have this dialogue with the administration on the best way forward for our country."*

- Madeleine Bordallo, Guam Delegate

in the region, including Israel and Jordan, are at risk and are looking to the United States to stand behind them in their time of need.

"I am supportive of limited military intervention against Syria, and I appreciate the opportunity to have this dialogue with the administration on the best way forward for our country and our multilateral relationships with our allies throughout the world," Bordallo said. "I recognize this is a very difficult decision; however, I am deeply concerned that a lack of a U.S. response has profound impacts not only to countries in the Middle East, but also to allies in other regions. We cannot let this atrocity go unanswered without serious long-term implications."

## Tamuning motorcycle accident

(GFD) - Units from the Guam Fire Department rushed to the scene of an accident last night in Tamuning following an emergency call about a crash involving a car and motorcycle that resulted in serious injuries, according to Lt. Ed Artero,

spokesman for GFD. Investigators closed the southbound lane on Marine Corps Drive near the Airport Hotel in Tamuning while investigating the accident.

Details were not available as of press time.

### Proposed Issuance of Underground Injection Control System

#### Operating Permit for Bank of Guam

Public Review and Comment Period: September 17, 2013 to October 16, 2013

The Guam Environmental Protection Agency (Guam EPA) has the Underground Injection Control (UIC) Program, as mandated by the Safe Drinking Water Act, and approved by U.S. EPA.

The Agency requires all applicable activities as set forth in the Guam's UIC Regulations. The UIC Program requires operating permits for all existing injection well systems. This includes wells built prior to the approval of the regulations are still in operation, and wells systems constructed after the effective date of the regulations.

Guam EPA has received renewal application from Bank of Guam for one injection system located at Headquarters Building, Surolo Papa Street, Hagåtña, Guam. Bank of Guam's Headquarters Building is a financial institution with office and subsurface drainage system within the parking area.

The Water Resources Management Program Section of the Water Division, Guam Environmental Protection Agency, located at 15, 6101 Mainier Ave., Tayan, Barrigada 96913.

For more information, contact Ms. Susan Marquez, at (671) 360-4728 or at (671) 300-4751.

Written comments on the draft permit may be hand delivered to the address above or mailed to the address below. Comments must be received by Guam EPA no later than 5:00pm, Monday, October 14, 2013. No fax submissions will be accepted.

Administrator  
Guam Environmental Protection Agency  
150, Box 22430 GMEP  
Barrigada, Guam 96921

If there are no appeals, the Draft Permit becomes final. Operation of the injection well system identified by the applicant may proceed subject to the conditions of the permit and other applicable legal requirements.

The final decision to set conditions and issue the final permits to deny application for the permit will be decided after all comments have been considered. If no comments are received within the 30-day waiting period, the final permit shall be issued immediately after the commenting period closes.

Please bring this information to the attention of all persons who may be interested in this matter.

/s/ ERIC M. PALACIOS - Administrator

**GSA General Services Agency**  
(Abenson Solobson Hinata)  
Department of Administration  
Government of Guam  
188 Route 1, Marine Drive, P.O. Box 56318  
Tel: 676-1707-13 Fax: 671-4217075-1719/1615-1727

THIS ADVERTISEMENT WAS PAID WITH GOVERNMENT FUNDS BY:

**GUAM POLICE DEPARTMENT**

A non-refundable fee of \$10.00 per bid package will be assessed. Certified Check, Cashier's Check, Cash will be accepted. No personal or company check. Payment for bid package picked up after 3:00 pm will not be accepted.

**INVITATION FOR BID**

BID NO: GSA-172-13

FOR: Police Patrol Vehicles, 2013-2014, 100 computers

Opening Date: September 27, 2013 Time: 10:00 AM

Place: GENERAL SERVICES AGENCY, PITI GUAM

INTERESTED PARTY MAY PICK UP FORMS/SPECIFICATIONS AT SAID PLACE

By: CLAUDIA S. ACIFALLE  
Chief Procurement Officer

On the basis of a preliminary UIC equipment review, the Administrator has prepared issuing UIC permit to allow discharges of stormwater runoff into the injection system.

The discharges contain stormwater runoff only. No industrial discharges or any discharges are allowed into the system.

The permit for this application will require:

- 1 - Only stormwater runoff to be discharged into the injection system
- 2 - Semi-annual monitoring of water quality for MBAS, Oil and Grease, NO<sub>2</sub>-N, Endrin, Lindane, Toxaphene, 2, 4-D, 2, 4, 5-TP, Silver, Hydrochloric, Methoxychlor, Lead, Benzene, Ethylbenzene, Xylene, Toluene, MTBE, Bifen, COB, and pH;
- 3 - Assure regrading/repairs, replacement, or abandonment of the well system in the event of failure;
- 4 - A laboratory analysis report of runoff water taken from the designated sampling point of the system; and
- 5 - Compliance with other UIC requirements.

A copy of the Draft Permit and Permit Application for the above applicant and all other supporting documents are available for public inspection from 8:00am until 5:00pm, Monday through Friday at



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 / 475-1716

Anthony C. Blaz  
Deputy Director

8/31/2013  
ISSUE DATE

VENDOR: TRIPLE J MOTORS  
P O BOX 6066  
TAMUNING, GU 96911

Amendment No.: 2013000001

VENDOR NO.: T8766001

SUBJECT: Purchase Order No. P136A05480 Dated 7/17/2013 Document No. Q131200060

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Forma letter. (X) marked in the box opposite the action, is/are the actions to be taken:

- ( X ) Cancel in its entirety
- ( ) The substitute item(s) is/are acceptable, proceed with the shipment
- ( ) Cancel the balance and consider the order complete
- ( ) Please ship VIA; A.P.P., Ocean Freight, P.P., Book Post
- ( X ) Others: (as stated below)

CANCEL IN ITS ENTIRETY DUE TO ERROR IN AWARD REF: GSA-097-13 REVISED BID  
STATIS

Your immediate action in this matter is requested.

9-19-13

Sincerely yours,

Claudia S. Acfalle  
Chief Procurement Officer

DOA 273

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 / 475-1716

Anthony C. Blaz  
Deputy Director

8/31/2013

ISSUE DATE

VENDOR: TRIPLE J MOTORS  
P O BOX 6066  
TAMUNING, GU 96911

Amendment No.: 2013000001

VENDOR NO.: T8766001

SUBJECT: Purchase Order No. P136A05640 Dated 7/29/2013 Document No. Q131200082

In reference to the above subject matter, please take the following action(s) upon receipt of this Pro Forma letter. (X) marked in the box opposite the action, is/are the actions to be taken:

- ( X ) Cancel in its entirety
- ( ) The substitute item(s) is/are acceptable, proceed with the shipment
- ( ) Cancel the balance and consider the order complete
- ( ) Please ship VIA; A.P.P., Ocean Freight, P.P., Book Post
- ( X ) Others: (as stated below)

CANCEL IN ITS ENTIRETY DUE TO ERROR IN BID AWARD

Your immediate action in this matter is requested.

9.19.13 CR.

Sincerely yours,

*Handwritten signature: Claudia S. Acfalle*  
Claudia S. Acfalle  
Chief Procurement Officer

DOA 273





International Operations  
Export Operations and Global  
Growth Initiatives

Ford Motor Company  
1555 Fairlane Dr  
Allen Park, MI 48101

September 20, 2013

Jeff Jones  
Triple J Auto Group  
470 North Marine Corps Drive  
Tamuning, Guam 96913

Subject: Ford Motor Company Warranty for Guam Police Interceptors

Dear Mr. Jones,

This letter is to confirm that Ford Motor Company's warranty coverage for 2014 model year Police Interceptor Sedans remains unchanged from the 2013 model year Warranty coverage.

The 2014 Owner's Warranty Guide dated August 2013 is now available to dealers online. Please contact Ford Customer Service Division if you have questions regarding warranty coverage.

Sincerely,

A handwritten signature in black ink, appearing to read "Brion Gopigian".

Brion Gopigian  
Asia Pacific Fleet Sales Manager  
Ford Motor Company

**EXHIBIT "17"**



International Operations  
Export Operations and Global  
Growth Initiatives

Ford Motor Company  
1555 Fairlane Dr  
Allen Park, MI 48101

September 20, 2013

Jeff Jones  
Triple J Auto Group  
470 North Marine Corps Drive  
Tamuning, Guam 96913

Subject: Police Interceptors Ordered for GPD

Dear Mr. Jones,

This letter is to confirm that we were unable to cancel the Police Interceptors ordered for the Guam Police.

Supplying Police and Law Enforcement vehicles has long been a priority for Ford Motor Company. As such, we promptly responded to this bid on June 11<sup>th</sup> with specifications and a unique price quote for the GPD. In July we requested allocation to build these orders when Triple J received the award. Subsequently the orders were prioritized for production and could not be cancelled.

As a reminder, Police Interceptors are specialized equipment that can only be sold to approved Police and Law enforcement agencies. Ford Motor Company policy does not allow Triple J to sell Police Interceptors to retail customers or wholesalers. In short, these Interceptors were built for Guam and must be delivered to the Guam Police or an approved Guam Law Enforcement Agency.

Sincerely,

A handwritten signature in black ink, appearing to read "Brion Gopigian".

Brion Gopigian  
Asia Pacific Fleet Sales Manager  
Ford Motor Company

**EXHIBIT "18"**



September 25, 2013

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

RE: Protest of Opening IFB No. GSA-172-13

Dear Ms. Acfalle:

By this letter we are hereby formally protesting the opening of IFB No. GSA-172-13, which is slated to open at 10:00am on September 27, 2013, in accordance with 5 GCA § 5425(a) and 2 GAR § 9101.

As you are well aware, after awarding us the contract in IFB No. GSA-097-13 and providing us with confirmed and signed purchase orders for customized police interceptor vehicles, you subsequently notified us on August 8, 2013 that the bid and the award were cancelled because you determined that Cars Plus' protest had merit. You did not furnish us with further details until August 12, 2013, and even then you only specified one of the grounds for the protest, namely, that we allegedly failed to specify whether we would be supplying you with 2013 or 2014 police interceptor vehicles and because we allegedly failed to provide a brochure for the 2014 interceptors containing a statement regarding the limited warranty required by the bid.

Rather than using your authority to resolve this issue informally, as encouraged by 5 GCA § 5427(b), and making a good-faith effort to clarify your authority to cancel a bid after an award and contract has been made, or otherwise provide us with the other grounds upon which Cars Plus' protest was waged and why these reasons would warrant a breach of our contract, you instead chose to qualify our final letter of correspondence as untimely and proceed with rebidding for the same products, 2013-2014 police interceptor vehicles, in IFB No. GSA-172-13.

We believe you took this course of action in bad faith and against both our interests and the interests of the Territory of Guam. Because our bid prices have

already been exposed for these products, our competitors can strategically calculate a price that would underbid us, a result that runs counter to the policies underlying the careful methodology required by the IFB process, including fair competition.

To worsen the injury we have suffered, you chose to cancel your signed and confirmed purchase orders on August 31, 2013, but you did not notify us of your decision to do so until September 19, 2013. As we took careful measures to mitigate damages and quell the anxiety Ford Motor Company developed as a result of your confusing, mixed signals regarding our contract, you took careless, deliberately indifferent and disingenuous actions in an attempt to rid yourself of your performance obligations under contract.

As a result of your actions, Ford Motor Company is cautious to play a role in the procurement process. Guam's procurement laws are designed to safeguard against this kind of chilling effect, and your efforts to circumvent these laws does a disservice to the Territory and foments a disincentive for quality manufacturers such as Ford Motor Company from entering into contractual obligations with the Territory.

Of equal if not greater importance, your actions seek to delay an essential procurement for Guam Police Department of police interceptor vehicles at a time when the Department is experiencing a shortage and has a profound need for them. If you had simply chosen to fulfill your performance obligations under contract, the police interceptor vehicles would be on their way to Guam and could be put to use at the earliest possible date. We could have these customized police interceptor vehicles on the ground on Guam within ninety (90) days. Not only that, we would be providing you with the latest 2014 model of these vehicles, which is better for the Department and the Territory at large. Instead, you chose to delay this vital procurement by opening a new bid.

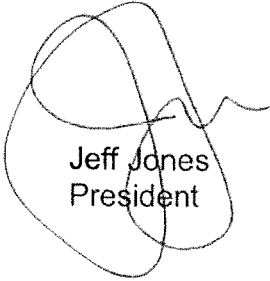
By allowing this rebidding, you seek to leave us on the hook for our contract for the purchase of customized police interceptor vehicles, which we have already ordered from Ford Motor Company, and delay the fulfillment of the Territory's important needs. Your unfair and dilatory actions insult a process that is designed to be fair and efficient.

Accordingly, we protest the opening of this new bid, IFB No. GSA-172-13.

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,

A handwritten signature in black ink, appearing to be "Jeff Jones", written over the typed name. The signature is somewhat stylized and loops around the text.

Jeff Jones  
President

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## 1. Introduction

**Ford Motor Company** and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2013-model car or light truck. If you bought a previously owned 2013-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-31).



## 2. Important information you should know

### IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 33 or call 1-800-955-5100.

### KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

### CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

### MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as

specified in the Owner's Manual will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Owner's Manual**.

Your Ford or Lincoln dealership, or Ford or Lincoln Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

#### **WHO PAYS FOR WARRANTY REPAIRS?**

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

## **DO WARRANTIES APPLY IN OTHER COUNTRIES?**

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to [www.Ford.com](http://www.Ford.com) for additional customer assistance reference information.

### 3. The New Vehicle Limited Warranty for your 2013-model vehicle

#### **LIMITATIONS AND DISCLAIMERS**

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

**NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 17-30.**

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

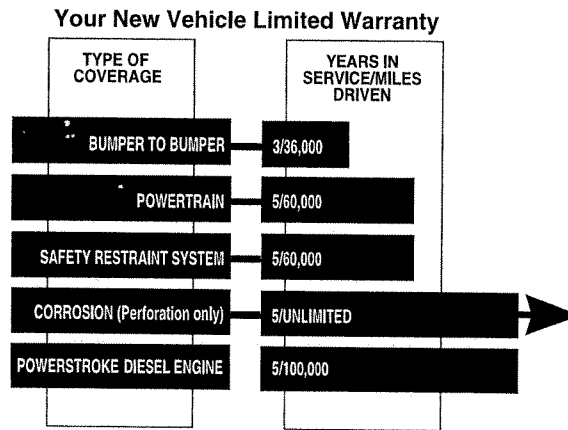
For more information regarding the BBB AUTO LINE program, see page 33 of this booklet.

## QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ➔ **What is Covered?** (pages 8-12)
- ➔ **What is Not Covered?** (pages 12-15)

### WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and





- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 14 for details of what is not covered.

**Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,**

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine**: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, electronic engine control unit, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, thermostat, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

**Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, engine control module, high pressure fuel injection pump assembly, electronic driver unit, injectors, injection pressure sensor, fuel rail pressure sensor,

high pressure oil regulator, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

**NOTE:** Some components may also be covered by the Emissions Warranties. For more information, see pages 17-30.

### **WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?**

#### **Damage Caused By:**

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

#### **Damage Caused by Alteration or Modification**

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized

tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance “chips”

### **Damage Caused by Use and/or the Environment**

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightning, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (which ever occurs first), even though caused by use and/or exposure to the elements.

### **Maintenance/Wear**

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades\*
- wheel alignments and tire balancing\*
- brake pad/lining\*

\* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

#### **SYNC Hands-Free Communications and Entertainment System**

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
  - the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

#### **Tire Wear or Damage**

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

### **Other Items or Conditions Not Covered**

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 34)
- Aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.

#### 4. In addition ...

##### **ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)**

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winching (vehicle must be within 100 feet of a paved or county-maintained road)

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by another Ford warranty, Ford will provide a refund for the tow charge under the other warranty, through the dealership.

**For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.**

Ford Rental cars (FRCS) that must be towed because a covered repair has failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

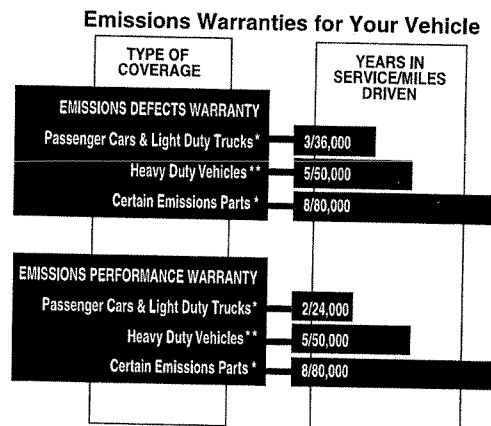


## 5. Federal requirements for emissions warranties

### QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty



\* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)

\*\* Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR)

For full details on emissions control coverage, see:

- ➔ **Emissions Defect Warranty** (page 18)
- ➔ **Emissions Performance Warranty** (page 19)
- ➔ **What is Covered?** (pages 20-21)
- ➔ **What is Not Covered?** (page 21)

## **EMISSIONS DEFECT WARRANTY COVERAGE**

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. Applicable parts are listed under **What is Covered?** on pages 20-21.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices.
  - 3 years or 36,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED for list of covered parts.

## **EMISSIONS PERFORMANCE WARRANTY COVERAGE**

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  - 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit (ECU), and onboard emissions diagnostic devices.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED** for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

## WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)\*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

\* Includes hardware and emissions related software changes only

### **Important Information About List of Parts**

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

### **WHAT IS NOT COVERED?**

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

**Manager, Certification and Compliance Division  
(6405J)**

**Warranty Claims**

**Environmental Protection Agency**

**Ariel Rios building**

**1200 Pennsylvania Avenue, N.W.**

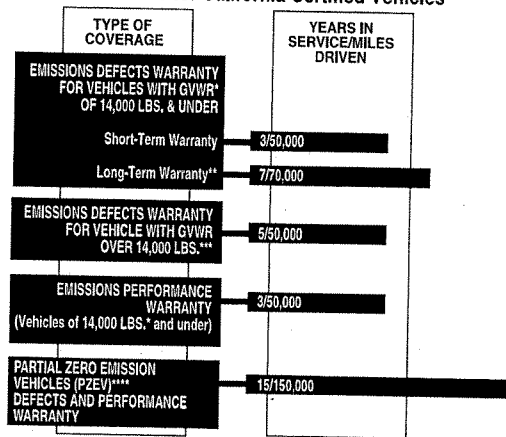
**Washington, D.C. 20460**

## 6. California requirements for emissions warranties

### QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

Emissions Warranties for California Certified Vehicles



\* Gross Vehicle Weight Rating

\*\* These specific parts were selected on the basis of their estimated replacement cost at the time the California

Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).

\*\*\* Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.

\*\*\*\* Refer to your Vehicle Emission Control Information Label for emissions certification information.

### Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state\* that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

\* Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up to 8,500 pounds GVWR) - Arizona, California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington (NOTE: New York adopted California emissions standards, but not the California Emissions Warranty; the Federal Emission Control Warranty applies to all non-PZEV vehicles in New York)
- **Medium-Duty Passenger Vehicles** (up to 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): Arizona, California, Connecticut, Maine, Maryland, Massachusetts, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - Arizona, California, Connecticut, Maine, Maryland, Massachusetts, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine, and Pennsylvania.

#### **Vehicles Eligible for California PZEV Emission Warranty Coverage**

California Partial Zero Emission Vehicles (PZEV) have extended coverage on all emission related parts. This extended warranty coverage applies if your vehicle is PZEV certified as indicated on the VECI label and is registered in a state that has adopted and is enforcing California PZEV emissions warranty, which may include the following states, subject to change: Arizona, California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island or Vermont.

For full details about coverage under California requirements for emissions control, see:

- ➔ **Defects Warranties** (pages 24-29)
- ➔ **Performance Warranty** (pages 24-25)
- ➔ **What Is Covered?** (pages 26-28)
- ➔ **What Is Not Covered?** (page 28)

## **EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES**

### **Your Warranty Rights and Obligations**

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2013-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

### **Manufacturer's Warranty Coverage**

#### For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.
2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system **DEFECTS WARRANTY**.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on page 27 with coverage for 7 years or 70,000 miles is defective or if its failure causes your vehicle to fail a Smog Check inspection, the part will be repaired or replaced by Ford. This is your long-term emission control system **DEFECTS WARRANTY**.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system **DEFECTS WARRANTY**.



For Vehicles Eligible for California PZEV Emission Warranty Coverage

For 15 years or 150,000 miles (whichever first occurs):

1. If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emissions control system DEFECTS WARRANTY.
2. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

**Owner's Warranty Responsibilities**

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

**State of California Air Resources Board  
Mobile Source Operations Division  
P.O. Box 8001  
El Monte, California 91731-2990**

## WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)\*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

\* Includes hardware and emissions related software changes only

**COVERAGE FOR 2013 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS)  
UNDER LONG TERM DEFECTS WARRANTY**  
(Coverage for up to 7 years/70,000 miles, whichever first occurs)

Part Name	Engine Size/Vehicle Line														
	1.6L Escape	2.0L Edge	2.0L Escape	2.0L Explorer	2.0L Taurus	2.5L Escape	3.5L Edge	3.5L Explorer	3.5L Flex	3.5L Taurus	3.7L Edge	3.7L Explorer	3.7L Mustang	5.0L Mustang	5.8L Mustang
Catalytic Converter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Cam Timing Assembly	X	X	X	X	X		X	X(1)	X(1)	X(1)	X	X	X	X	X
Variable Camshaft Timing Kit								X(2)	X(2)	X(2)					
Variable Camshaft Timing Housing (Right Hand)								X(2)	X(2)	X					
Variable Camshaft Timing Housing (Left Hand)								X(2)	X(2)	X					
Variable Camshaft Timing Solenoid								X	X						
Variable Camshaft Timing Assembly		X	X	X	X		X	X(1)	X(1)	X(1)	X	X	X		
Turbocharger	X	X	X	X	X			X	X	X					
Charge Air Cooler		X			X			X							
Transmission Control Module				X(2)	X(2)		X	X	X	X	X				
Transmission Solenoid Assembly						X									
Fuel Tank	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fuel Tank Shield		X					X				X				
Fuel Tank Vapor Tube												X			
Fuel Supply Manifold Assembly								X(2)	X(2)	X(2)					
Fuel Delivery Module				X	X			X	X	X		X			
Fuel Pump Assembly								X(2)	X(2)						
Fuel Pump to Fuel Rail Tube								X	X	X					
Turbocharger Control Solenoid									X(2)	X(2)					
Intake Manifold								X	X	X				X	
Exhaust Manifold (Right-Hand)								X	X	X				X	
Exhaust Manifold (Left-Hand)								X	X	X				X	
Exhaust Manifold Gasket								X	X	X				X	
Emission Vacuum Connector										X					
Fuel Injector								X(2)	X(2)	X(2)					
Fuel Injector Fuel Supply Manifold								X	X						
Instrument Cluster (3)	X		X	X		X		X	X	X		X			
Powertrain Control Wiring Harness				X	X			X	X	X		X			
Powertrain Control Module (PCM)/ Engine Control Module (ECM)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Main Body Wiring Harness (4)		X		X	X		X	X	X	X	X	X	X	X	X
Dash Panel & Headlamp Junction Wiring Assembly(4)				X	X			X		X		X			
Main Wiring Assembly (4)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

(1) for non EcoBoost engine only  
(2) for EcoBoost Engine only  
(3) for Service Engine Soon/Malfunction Indicator Lamp (MIL) functionality concerns only  
(4) for MIL illumination only

### **Important Information about List of Parts**

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual**.

**NOTE:** If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

### **WHAT IS NOT COVERED?**

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

## **7. Additional information about your emissions warranty coverage, under Federal and California requirements**

### **HOW DO I GET WARRANTY SERVICE?**

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

### **HOW DO I HANDLE EMERGENCY REPAIRS?**

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

### **WHAT REPLACEMENT PARTS SHOULD I USE?**

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been certified by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been certified by the EPA.

**The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA certified parts without voiding your federal warranty coverage for future repairs during the warranty period.**

### **PROPER MAINTENANCE PRESERVES YOUR WARRANTY**

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

### **CUSTOMER ASSISTANCE**

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 33.

## **8. Noise emissions warranty**

### **NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS**

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

#### **THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:**

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

## 9. Ford Extended Service Plan

### **MORE PROTECTION FOR YOUR VEHICLE**

You can get additional protection for your new car or light truck by purchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service contracts are backed by Ford Motor Company and they provide:

- additional benefits during the warranty period depending on the plan you purchase (such as: alternative transportation and coverage for certain maintenance and wear items; coverage for certain maintenance and wear items); and
- extended protection after your Bumper to Bumper Warranty expires.

You may purchase Ford ESP from any Ford Motor Company dealer or visit our website at [Ford-ESP.com](http://Ford-ESP.com). There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental vehicles.

When you purchase Ford ESP, you receive peace-of-mind protection throughout the United States and Canada, provided by a network of more than 4,600 Ford Motor Company dealers.

This information is subject to change. Ask your dealer for complete details about Ford ESP coverage.



## **10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)**

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

**BBB AUTO LINE Application:** Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under Program Summary Guidelines.

**You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:**

**BBB AUTO LINE  
4200 Wilson Boulevard, Suite 800  
Arlington, Virginia 22203-1833**

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

**Note:** Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

## 11. State warranty enforcement laws

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

**Ford Motor Company**  
**Customer Relationship Center**  
**P.O. Box 6248**  
**Dearborn, MI 48126**

## 12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

**Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.**

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.