

Form and Filing:

1. On or about August 18, 2015, the GSWA let the subject Invitation for Bid (“IFB”), for rear loader refuse packer bodies. A copy of the pertinent IFB specifications is attached hereto as **Exhibit A**.

On September 14, 2015, Morrice submitted its bid on the IFB. *See, Exhibit B*. The GSWA conducted a bid opening on that same date. The only other bidder on the IFB was Far East. The GSWA Abstract of Bids for Far East illustrated that it failed to submit the descriptive literature required by the IFB. *See, Exhibit C*. The GSWA Abstract of Bids for Morrice’s bid is attached as **Exhibit D**.

On September 24, 2015, Morrice received a document titled “Bid Status”, that informed Morrice that its bid was rejected for failing to meet the delivery requirement in the IFB and that the IFB would be re-bid. The Bid Status is attached hereto as **Exhibit E**.

On September 28, 2015, Morrice filed its protest with respect to the GSWA’s rejection of its bid. *See, Exhibit F*. Morrice based its protest on the fact that the GSWA could not reject Morrice’s bid for failure to meet a ninety (90) day delivery specification, without otherwise complying with 5 GCA § 5010. Section 5010 provides that “[a]ll procurements of supplies and services shall, where possible, be made sufficiently in advance of need for delivery or performance to promote maximum competition and good management of resources.” That section further provides that “[e]xcept in emergency situations, lower price bids are generally preferable to shorten delivery or performance bids. Delivery time may be considered as a factor in making an award to a responsive bidder *only if* his average delivery time bid is at least ten percent (10%) shorter than the average delivery time bid of a lower price responsive bidder and if the price offered by the bidder offering the faster delivery or performance does not exceed one hundred five percent (105%) of the lower price bidder.” Given that Far East’s bid was rejected due to not providing descriptive literature, there was no delivery time/price comparison that the GSWA could have conducted under 5 GCA § 5010. Accordingly, the GSWA should have awarded the bid to Morrice.

In a letter dated November 22, 2015, but received by Morrice’s counsel on November 23, 2015, the GSWA denied Morrice’s protest. *See, Exhibit G*. The only explanation given by the GSWA for the denial was that “your protest is untimely.” The GSWA also stated that Morrice’s protest “is also moot as GSWA is cancelling IFB GSWA004-15.” However, given the automatic stay under 5 GCA § 5425(g), any notice of cancellation would be void.

2. Morrice requests that the Office of Public Auditor (“OPA”) rule that the GSWA’s denial of Morrice’s protest was unreasonable, arbitrary, capricious and an abuse of discretion.

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

Declaration regarding court action:

Morrigo confirms that an action in court has not been commenced.

Dated this 7th day of December, 2015.

DOOLEY ROBERTS & FOWLER LLP

By:



KEVIN J. FOWLER
Attorneys for Appellant
Morrigo Equipment, LLC

VERIFICATION

I, **Torgun Smith**, Executive Vice President for Appellant Morrigo, hereby declare under penalty of perjury under the laws of Guam that I have read the foregoing Notice of Appeal and that it is true and correct of my own knowledge, except as to those matters alleged upon information and belief and as to those matters, I believe them to be true.

Dated this 7th day of December, 2015.



TORGUN SMITH



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RECEIVER

INVITATION FOR BID

ISSUING OFFICE

R. Chace Anderson
GBB Receivership

DATE ISSUED: _____

BID INVITATION NO: _____ **GSWA004-15** _____

BID FOR:

SPECIFICATION: SEE ATTACHED

DESTINATION: Guam Solid Waste Authority

REQUIRED DELIVERY DATE: 90 Days

INSTRUCTION TO BIDDERS: _____

INDICATE WHETHER: _____ INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00 a.m.
Date: September 4, 2015 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 article and services at the price stated
opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In
consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and
considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the
date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

GBB Receivership

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:



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GSWA004-15

INVITATION FOR BID NO. : _____

DESCRIPTION:

SPECIFICATION REMINDER TO PROSPECTIVE BIDDERS

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

- (x) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference # on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (x) BROCHURES/DESCRIPTIVE LITERATURE;
- (x) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS – Must comply with the following requirements:
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.*
- () OTHER REQUIREMENTS:

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

On this _____ day of _____, 2015, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature



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SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 2 GAR Division 4 § 2109(f)(1) of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Solid Waste Management Division.
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 Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Electronic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or electronic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required by this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation documents unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation 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 Section 3109(k))
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. DISCOUNTS:
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. SELLER'S INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Section 3109(1)(2)).
12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.



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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 provisions of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Comptroller of Laws, Department of Law, copies available for inspection at Solid Waste Management – Receivership). 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, these General Terms and conditions are intended 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 1104 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:** Unless otherwise allowed under this Solicitation, "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

NOTE: By checking this item, The Government is requesting all of the bid items to be items to be bid or none at all. **The Government will not award on an itemized basis.** Reference 3-101.06 of the Guam Procurement Regulations.

8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived without collusion, and acknowledges that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code. By submitting a bid, the bidder certifies that its price was independently arrived at without collusion.

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 delivery of items being procured. The Bid Guarantee Bond, Letter of Credit, Certified Check or cashier's check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of the total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's Check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam to be qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3109(c) (3)) Pursuant to 5 GCA Section 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000 must be accompanied by bid security in the amount of 15% of the total bid price.

12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashiers Check payable to the Treasurer of Guam issued by any of the local banks or Bonding Institution in the amount equal to one hundred Percent (100 %) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve a written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless shall serve satisfactory arrangement or correction is made with ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202-.03.4)

13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and for enforcement of Section 23 of these General terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The Surety must be an Insurance Company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.

15. **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.

16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Solid Waste Management Division - Receiver reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3116).

17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Solid Waste Management Division - Receiver shall be guided by the following:

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

18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Solid Waste Management Division - Receiver will determine award based on Section 3109(o)(2), or to reject all such bids (GPR Section 3109(o)(2)).

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

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

21. **SAMPLES:** Sample(s) of the item(s) 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.

22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his good 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.

23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible 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 Solid Waste Management Division - Receiver shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type of items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award.

24. **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 ¾" in height.

25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Solid Waste Management Division – Receivership, Telephone No. 646-3111 at least twenty-four (24) hours before delivery of any item under this solicitation.

26. **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.

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

28. **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 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.

29. **MOTOR VEHICLE SAFETY:** 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.

30. **SAFETY INSPECTIONS:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

31. **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 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found within that period shall be repaired or replaced by the Contractor without cost to the 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.

32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

34. **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.

35. **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.

36. **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.

37. **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.

38. **TERMINATION FOR CONVENIENCE:** Any termination order for convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6101(10) of the Government Procurement Regulations.

39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by the vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6101(8) of the Guam Procurement Regulations.

40. **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 Solid Waste Management Division - Receiver of such delay. Notification shall be in writing and shall be received by the Solid Waste Management Division - Receiver at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance pursuant to Guam Procurement Regulations Section 6101(8) and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Section 6101(8), liquidated damages shall not be due the territory. The contractor remains liable for damages other than by delay (GPR Section 6101(9)(a)).

42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries, or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or its employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

43. **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.

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

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

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

Name: _____

Title: _____

Address: _____

Telephone: _____



SOLID WASTE
 MANAGEMENT
 CONSULTANTS
 RECEIVER

GOVERNMENT OF GUAM

BID BOND
 NO. _____

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

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

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

Signed and sealed this _____ day of _____ 20_____.

 (PRINCIPAL) (SEAL)

 (WITNESS)

 (TITLE)

 (MAJOR OFFICER OF SURETY)

 (TITLE)

 (MAJOR OFFICER OF SURETY)

 (TITLE)

 (RESIDENTIAL GENERAL AGENT)

SEE INSTRUCTIONS IN BACK PAGE FOR SUPPORTING DOCUMENTS REQUIRED.



SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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



**SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER**

**SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

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

Excerpt from P.L. 18-44

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

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

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



SOLID WASTE
 MANAGEMENT
 CONSULTANTS
 RECEIVER

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
 STATE OF _____)

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

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

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

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

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

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

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

 Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 201 _____.

 NOTARY PUBLIC

My Commission Expires: _____, _____.



SOLID WASTE
 MANAGEMENT
 CONSULTANTS
 RECEIVER

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) ss.
 STATE OF _____)

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

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

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

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

 Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 201 _____.

 NOTARY PUBLIC

My Commission Expires: _____, _____.



SOLID WASTE
 MANAGEMENT
 CONSULTANTS
 RECEIVER

AFFIDAVIT RE NO GRATUITIES OR KICKBACKS

CITY OF _____)
) ss.
 STATE OF _____)

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

1. The name of the offering firm or individual if [state name of offeror company] _____ Affiant if _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

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

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

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

 Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 201 _____.

 NOTARY PUBLIC

My Commission Expires: _____, _____.



SOLID WASTE
 MANAGEMENT
 CONSULTANTS
 RECEIVER

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
 STATE OF _____)

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

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

 Signature of one of the following:

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

Subscribed and sworn to before me
 this ____ day of _____, 201 ____.

 NOTARY PUBLIC
 My Commission Expires: _____, _____.



SOLID WASTE
 MANAGEMENT
 CONSULTANTS
 RECEIVER

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
 STATE OF _____)

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

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

 Signature of one of the following:

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

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

 NOTARY PUBLIC
 My Commission Expires: _____.



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

Procurement No: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

SIGNATURE



SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

BID STATUS

BID INVITATION NO.:

OPENED:

DESCRIPTION:

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

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

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

Rejected due to:

- Late submission of bid;
- No bid security or insufficient bid security amount submitted; as required by section 11 of the General Terms and Conditions;
- Not meeting the delivery requirement as stated in the IFB;
- Non-conformance with the specifications
- Inability to provide future maintenance and services equipment;
- High price; or
- Others:

Bid is recommended for award to:

REMARKS:

R. Chace Anderson, Receiver

Invitation For Bid: GSWA004-15
Rear Loader Refuse Packer Body

General: These specifications have been written to describe the minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding.

Reasonable test may be conducted upon delivery prior to acceptance of the delivery. The successful bidder shall furnish all necessary and desirable information with instructions for the proper operation of the equipment.

The Guam Solid Waste Authority (GSWA) reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as deemed to be in the best interest of the government.

The contract that results from this procurement will be in effect for a period of three (3) years. The Guam Solid Waste Authority (GSWA) expects to purchase a minimum of three (3) units with the possibility of purchasing others during the term of the contract upon need and availability of funding.

This equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. The equipment furnished shall conform to current ANSI Safety Standard Z245-1.

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

Time Line:

The following is the expected timeline for this procurement. All times and days listed below are based in Guam.

- Bid Released on **Tuesday, August 18, 2015**
- Mandatory Pre-Bid Conference **Friday, August 21, 2015, 10:00 a.m.**
- Written Questions Submitted deadline: **Tuesday, August 25, 2015 Noon
Guam Time**
- Written Responses to Questions deadline: **Friday, August 28, 2015**
- Bid Due: **Friday, September 4, 2015**
- **Electronic bids via email will be accepted.**
- Bid Award **September 2015**
- Pre-Bid Teleconference: Participants can call into the teleconference with the following information:
Phone Number: **671 645-4482**
Conference ID: **334241**

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

Specification:

Packer Body:

Comply: No:

Refuse Body to be a minimum of 25 cubic yard capacity

Hopper capacity to be a minimum of 3.6 cubic yards capacity

Packer body shall meet ANSI standard Z-245.1

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

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

Body Construction:

Comply: No:

Body Side: 10 ga-80,000 psi minimum

Body Roof: 10 ga-80,000 psi minimum

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

Body shall include a channel shaped floor member that provides height above the chassis frame for the axle deflection. This channel member will run the full length of the body from front to rear;

Packing Mechanism Construction:

Comply: No:

Total cycle time no more than: 20 seconds

Total re-load time no more than 5 seconds

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

Tailgate latches shall be hydraulically operated working in conjunction with the tailgate lift cylinders

Manual or auxiliary automated latch systems are not acceptable

Ejection System:

Comply: No:

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

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

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

Control/Lighting:

Comply: No:

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

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

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

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

Controls to be mounted at rear by packer control.

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

Color:

Comply: No:

Packer Body shall be white

--	--

Painting:

Comply: No:

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

--	--

Required Feature:

Comply: No:

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

--	--

Warranty:

Comply: No:

Complete packer body to be covered for 24 months minimum

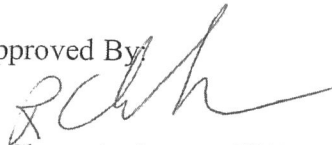
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MANUFACTURER: _____ MODEL: _____

Unit Price: _____ Total: _____

Delivery Time: _____

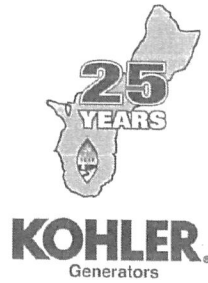
Approved By:



R. Chace Anderson, GBB Operations Manager



Sales, Rental, Parts and Service



ADDRESS: 197 Ypao Road Tamuning GUAM 96913

OFFICE: Phone 1-671-649-1946

Fax 1-671-649-1947

SPARE Phone 1-671-646-7914

PARTS: Fax 1-671-646-7900

WEB: www.morricoequipment.com



Guam Solid Waste Authority

INVITATION FOR BID IFB No : GSWA004-15 Rear Loader Refuse Packer Body

Dated : 14 September 2015

10:00 AM

542 North Marine Corps Drive

Tumon, Guam 96913

Submitted By : Morrico Equipment LLC

ON-SITE DIESEL DELIVERY





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



IFB No. GSWA004-15 Rear Loader Refuse Packer Body
Dated : 14 September 2015

Table of Contents

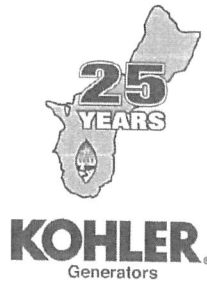
- I. Invitation For Bid
- II. Specification Reminder to Prospective Bidders
- III. Sealed Bid Solicitation Instructions
- IV. General Terms and Conditions & Contact for Contract Administration
- XI. Bid Bond & Instruction to Providers
 - a. Power of Attorney Issued by Two (2) Major Officers of the Surety
 - b. Power of Attorney issued by the Surety to the Resident General Agent
 - c. Current Certificate of Authority of the Surety Issued by the Insurance Commissioner
- XII. Special Provision for Major Shareholders Disclosure Affidavit
- XIII. Affidavit Disclosing Ownership and Commissions
- XIV. Affidavit Re Non-Collision
- XV. Affidavit Re No Gratuities or Kickbacks
- XVI. Affidavit Re Ethical Standards
- XVII. Affidavit Re Contingent Fees
- XVIII. Declaration Re Compliance with U.S. D.O.L. Wage Determination
- XIX. Bid Status
- XX. General Specifications & Time Line
- XXI. Specifications Comply Form, Manufacturer, Model, Price and Delivery Time
- XXII. Leach 2R-III Residential 25 Cu. Yrd. Rear Loader Refuse Packer Body Specifications
- XXIII. Leach 2R-III Brochure / Literature

ON-SITE DIESEL DELIVERY





Sales, Rental, Parts and Service



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



IFB No. GSWA004-15 Rear Loader Refuse Packer Body
Dated : 14 September 2015

Table of Contents

- XXIV. Leach 2R-III Warranty Brochure
- XXV. GSWA004-15 Notice To Bidders
- XXVI. Addendum No.: 1 GSWA004-15 Rear Loader Refuse Packer Body
- XXVII. Addendum No.: 2 GSWA004-15 Rear Loader Refuse Packer Body
- XXVIII. Addendum No.: 3 GSWA004-15 Rear Loader Refuse Packer Body
- XXIX. GSWA00-15 Notice To All Prospective Bidders : Stay of Procurement
- XXX. Morrico Equipment LLC Pre-Bid Questions Submitted 27 August 2015
- XXXI. Morrico Equipment LLC Current Business License(s)
- XXXII. Morrico Equipment LLC El Industries Authorized Factory Representative Letter

ON-SITE DIESEL DELIVERY





SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

INVITATION FOR BID

ISSUING OFFICE

R. Chace Anderson
GBB Receivership

DATE ISSUED: _____

BID INVITATION NO: GSWA004-15

BID FOR:

SPECIFICATION: SEE ATTACHED

DESTINATION: Guam Solid Waste Authority

REQUIRED DELIVERY DATE: 90 Days

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: _____ INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION

INCORPORATED IN: Tamuning, Guam Limited Liability Corporation Limited Liability Corporation

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00 a.m.
Date: September 4, 2015 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.

See Amendment # 2 Bid Opening Change 14 September 2015 at 10:00 am
The undersigned offers and agrees to furnish within the time specified, the article and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

Morrco Equipment LLC
197 Ypao Road
Tamuning, Guam 96913

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

General Manager

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

GBB Receivership

NAME AND ADDRESS OF CONTRACTOR:

Morrco Equipment LLC
197 Ypao Road Tamuning, GU 96913

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:



SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

INVITATION FOR BID NO. : GSWA004-15

DESCRIPTION:


SPECIFICATION REMINDER TO PROSPECTIVE BIDDERS

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

- (x) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference # on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (x) BROCHURES/DESCRIPTIVE LITERATURE;
- (x) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS – Must comply with the following requirements:
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.*
- () OTHER REQUIREMENTS:

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

On this 14th day of September, 2015, I, Rene Molinos, authorized representative of Morrigo Equipment LLC acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.



Bidder Representative's Signature



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GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 2 GAR Division 4 § 2109(f)(1) of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Solid Waste Management Division.
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 Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Electronic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or electronic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required by this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation documents unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation 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 Section 3109(k))
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. DISCOUNTS:
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. SELLER'S INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Section 3109(1)(2)).
12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.



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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 provisions of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Comptroller of laws, Department of Law, copies available for inspection at Solid Waste Management – Receivership). 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, these General Terms and conditions are intended 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 1104 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:** Unless otherwise allowed under this Solicitation, "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

NOTE: By checking this item, The Government is requesting all of the bid items to be items to be bid or none at all. The Government will not award on an itemized basis. Reference 3-101.06 of the Guam Procurement Regulations.

8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived without collusion, and acknowledges that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code. By submitting a bid, the bidder certifies that its price was independently arrived at without collusion.

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 delivery of items being procured. The Bid Guarantee Bond, Letter of Credit, Certified Check or cashier's check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of the total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's Check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam to be qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3109(c) (3)) Pursuant to 5 GCA Section 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000 must be accompanied by bid security in the amount of 15% of the total bid price.

Garshman, Brickner & Bratton, Inc, Receiver
8550 Arlington Boulevard, Suite 203
Fairfax, Virginia 22031-4620
<http://www.guamsolidwastereceiver.org/>

12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashiers Check payable to the Treasurer of Guam issued by any of the local banks or Bonding Institution in the amount equal to one hundred Percent (100 %) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve a written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless shall serve satisfactory arrangement or correction is made with ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202-.03.4)

13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and for enforcement of Section 23 of these General terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The Surety must be an Insurance Company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.

15. **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.

16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Solid Waste Management Division - Receiver reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3116).

17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Solid Waste Management Division - Receiver shall be guided by the following:

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

18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Solid Waste Management Division - Receiver will determine award based on Section 3109(o)(2), or to reject all such bids (GPR Section 3109(o)(2)).

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

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

21. **SAMPLES:** Sample(s) of the item(s) 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.

22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his good 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.

23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible 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 Solid Waste Management Division - Receiver shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type of items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award.

24. **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 ¾" in height.

25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Solid Waste Management Division – Receivership, Telephone No. 646-3111 at least twenty-four (24) hours before delivery of any item under this solicitation.

26. **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.

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

28. **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 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.

29. **MOTOR VEHICLE SAFETY:** 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.

30. **SAFETY INSPECTIONS:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

31. **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 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found within that period shall be repaired or replaced by the Contractor without cost to the 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.**

32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

34. **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.

35. **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.

36. **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.

37. **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.

38. **TERMINATION FOR CONVENIENCE:** Any termination order for convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6101(10) of the Government Procurement Regulations.

39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by the vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6101(8) of the Guam Procurement Regulations.

40. **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 Solid Waste Management Division - Receiver of such delay. Notification shall be in writing and shall be received by the Solid Waste Management Division - Receiver at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance pursuant to Guam Procurement Regulations Section 6101(8) and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one forth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Section 6101(8), liquidated damages shall not be due the territory. The contractor remains liable for damages other than by delay (GFR Section 6101(9)(a)).

42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries, or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or its employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

43. **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.

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

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

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

Name: Jennifer Cabuhat

Title: Truck and Forklift Sales

Address: 197 Ypao Road
Tamuning, Guam 96913

Telephone: 649-1946 ext 360



Bond No. BD-BD-GUM-2015-1078

SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

GOVERNMENT OF GUAM

BID BOND
NO. GSWA004-15

KNOW ALL MEN BY THESE PRESENTS that Morrice Equipment, LLC., 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, 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) Guam Solid Waste Authority Invitation for Bid No. GSWA004-15 Rear Loader Refuse Packer Body

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

Signed and sealed this 14th day of September 2015

Morrice Equipment, LLC.
(PRINCIPAL) (SEAL)

Percival DLG Acejo
(WITNESS)

Account Broker
Aon Insurance Micronesia (Guam) Inc.
(TITLE)

David Silva III
(MAJOR OFFICER OF SURETY)
General Manager
Aon Insurance Micronesia (Guam) Inc.
(TITLE)

Cornelio L. Matanguihan
(MAJOR OFFICER OF SURETY)
Group Underwriting Manager
Century Insurance Company (Guam) Ltd.
(TITLE)

Aon Insurance Micronesia (Guam) Inc.
(RESIDENTIAL 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 ~~XXXXXXXXXXXXXXXXXXXX~~ AND DAVID SILVA III, both of Tumon, Guam, with postal address at 718 North Marine Drive, Suite 303, East West Business Center, Tumon, Guam 96913, its true and lawful attorneys-in-fact in and for Guam, for the following purposes:

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

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



CENTURY INSURANCE COMPANY (GUAM), LTD.

GEORGE CHIU
President

Tamuning, Guam)
_____)

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

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

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

Perla P. Chua
NOTARY PUBLIC

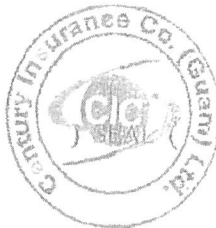
AGREEMENT & POWER OF ATTORNEY

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 1st day of July 2007.



JERRY TAN, President and Director



DAVID M. SABLAN, Vice-President and Director



GEORGE CHIU, Secretary, Treasurer and Director

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

We, the undersigned directors of Century Insurance Company, Ltd. (the "Company"), being all of 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 (GUAM) 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 6th day of August 2007.


BY THE BOARD OF DIRECTORS:



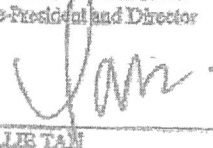
DAVID M. SHBLAN
President and Director



ADELINA VENDIMIANO
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
CERTIFICATE OF AUTHORITY

RENEWAL 372

Know All Men By These Presents That:

Name CENTURY INSURANCE CO (GUAM) LTD

Address 219 SOUTH MARINE CORP DRIVE
TAMUNING, STE 121 CENTURY PLAZA BUILDING
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 an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 15, to the 01 day of July, 20 16, unless authority is revoked for failure to comply with the law.

General Agent(s):

AON INSURANCE MICRONESIA (GUAM) INC.
DAVID E. SILVA III

In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 29 day of June A.D. 20 15.


ARTEMIO B. ILAGAN

Insurance Commissioner

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

RENEWAL GA26

Know All Men By These Presents That:

Name AON INSURANCE MICRONESIA (GUAM) INC.

Address 718 N MARINE CORPS DRIVE
UPPER TUMON

EAST-WEST BUS CTR, SUITE 303
GU 96913

**Classes of Insurance
Authorized**

ACCIDENT & HEALTH
FIDELITY & SURETY
FIRE
MARINE

MISCELLANEOUS
MOTOR VEHICLE
PROP. DAMAGE & LIABILITY
WORKMENS COMP

*Having complied with the Insurance Law of Guam, is hereby authorized to transact as
General Agent* , 20 15 , to the 01 day of July , 20 16 , unless authority is revoked for failure
to comply with the law.

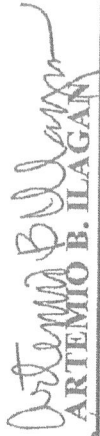
Designated Representatives:

DAVID E SILVA
PERCIVAL DLG ACEJO
SARAH KING CAMACHO

Appointed By:

CENTURY INSURANCE CO (GUAM) LTD

[SEAL]


ARTEMIO B. ILAGAN
Insurance Commissioner



SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

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

Excerpt from P.L. 18-44

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

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

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



SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF Tamuning)
) ss.
STATE OF 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.

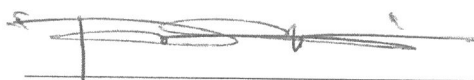
The offeror if a corporation, partnership, joint venture, or association known as _____ *[please state name of offeror company]*, and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding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

Name	Address	% of Interest
<u>Allan Morrison</u>	<u>197 Ypao Rd. Tamuning Guam 96913</u>	<u>42.5% (Forty Two point Five percent)</u>
<u>Ross Morrison</u>	<u>197 Ypao Rd. Tamuning Guam 96913</u>	<u>42.5% (Forty Two point Five percent)</u>
<u>Torgun Smith</u>	<u>197 Ypao Rd. Tamuning Guam 96913</u>	<u>15% (Fifteen percent)</u>

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

Name	Address	% of Interest
_____	_____	_____

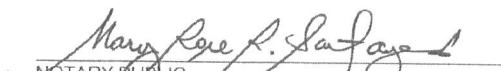
C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA § 5233 by delivering another affidavit to the government.



Signature of one of the following:

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

Subscribed and sworn to before me
this 14 day of September, 2015.


NOTARY PUBLIC
My Commission Expires: DEC. 03 2016 MS

MARY ROSE R. SANTAYANA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Dec. 03, 2016**
P. O. Box 5554 Hagatna, Guam 96932



SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

AFFIDAVIT RE NON-COLLUSION


CITY OF Tamuning)
) ss.
STATE OF Guam)

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

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

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

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

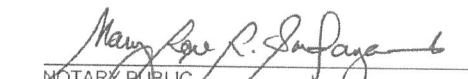


Signature of one of the following:

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

Subscribed and sworn to before me

this 14 day of September, 2015.


NOTARY PUBLIC
My Commission Expires: DEC. 03, 2016 M

MARY ROSE R. SANTAYANA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Dec. 03, 2016**
P. O. Box 5554 Hagatna, Guam 96932



SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

AFFIDAVIT RE NO GRATUITIES OR KICKBACKS

CITY OF Tamuning)
) ss.
STATE OF Guam)

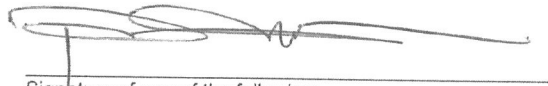
Rene Molinos [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual if [state name of offeror company] Morrice Equipment LLC. Affiant if Torgun Smith. [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

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

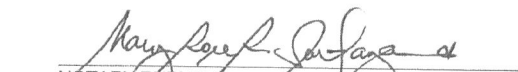
3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection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

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


Signature of one of the following:

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

Subscribed and sworn to before me
this 14 day of September, 201 5.


NOTARY PUBLIC
My Commission Expires: Dec. 03, 2016

MARY ROSE R. SANTAYANA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Dec. 03, 2016**
P. O. Box 5554 Hagatna, Guam 96932




SOLID WASTE
 MANAGEMENT
 CONSULTANTS
 RECEIVER

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF Tamuning)
) ss.
 STATE OF Guam)

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

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



 Signature of one of the following:

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

Subscribed and sworn to before me
 this 14 day of September, 2015.



 NOTARY PUBLIC
 My Commission Expires: Dec. 03, 2016.

MARY ROSE R. SANTAYANA
NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: **Dec. 03, 2016**
 P. O. Box 5554 Hagatna, Guam 96932




SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

AFFIDAVIT RE CONTINGENT FEES

CITY OF Tamuning)
) ss.
STATE OF Guam)

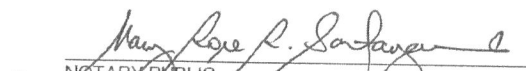
Torgun Smith [state name of affiant signing below], being first
duly sworn, deposes and says that:

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


Signature of one of the following:

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

Subscribed and sworn to before me
this 14 day of September, 201 5.


NOTARY PUBLIC
My Commission Expires: Dec. 03, 2016

MARY ROSE R. SANTAYANA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Dec. 03, 2016**
P. O. Box 5554 Hagatna, Guam 96932



SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

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

Procurement No: GSWA004-15

Name of Offeror Company: Morrice Equipment LLC

I, Rene Molinos hereby certify under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

SIGNATURE

Gershman, Brickner & Bratton, Inc, Receiver
8550 Arlington Boulevard, Suite 203
Fairfax, Virginia 22031-4620
<http://www.quamsolidwastereceiver.org/>



SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

BID STATUS

BID INVITATION NO.: GSWA004-15

OPENED: 14 September 2015

DESCRIPTION:

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

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

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

Rejected due to:

- Late submission of bid;
- No bid security or insufficient bid security amount submitted; as required by section 11 of the General Terms and Conditions;
- Not meeting the delivery requirement as stated in the IFB;
- Non-conformance with the specifications
- Inability to provide future maintenance and services equipment;
- High price; or
- Others:

Bid is recommended for award to:

REMARKS:

R. Chace Anderson, Receiver

Invitation For Bid: GSWA004-15
Rear Loader Refuse Packer Body

General: These specifications have been written to describe the minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding.

Reasonable test may be conducted upon delivery prior to acceptance of the delivery. The successful bidder shall furnish all necessary and desirable information with instructions for the proper operation of the equipment.

The Guam Solid Waste Authority (GSWA) reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as deemed to be in the best interest of the government.

The contract that results from this procurement will be in effect for a period of three (3) years. The Guam Solid Waste Authority (GSWA) expects to purchase a minimum of three (3) units with the possibility of purchasing others during the term of the contract upon need and availability of funding.

This equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. The equipment furnished shall conform to current ANSI Safety Standard Z245-1.

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

Time Line:

The following is the expected timeline for this procurement. All times and days listed below are based in Guam.

- Bid Released on **Tuesday, August 18, 2015**
- Mandatory Pre-Bid Conference **Friday, August 21, 2015, 10:00 a.m.**
- Written Questions Submitted deadline: **Tuesday, August 25, 2015 Noon Guam Time**
- Written Responses to Questions deadline: **Friday, August 28, 2015**
- Bid Due: **Friday, September 4, 2015**
- **Electronic bids via email will be accepted.**
- Bid Award **September 2015**
- Pre-Bid Teleconference: Participants can call into the teleconference with the following information:
Phone Number: **671 645-4482**
Conference ID: **334241**

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

Specification:

Packer Body:

Comply: No:

Refuse Body to be a minimum of 25 cubic yard capacity

X	
X	
X	
X	
X	

Hopper capacity to be a minimum of 3.6 cubic yards capacity
Reference Amendment # 3.

Packer body shall meet ANSI standard Z-245.1

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

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

Body Construction:

Comply: No:

Body Side: 10 ga-80,000 psi minimum

X	
X	
X	
X	

Body Roof: 10 ga-80,000 psi minimum

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

Body shall include a channel shaped floor member that provides height above the chassis frame for the axle deflection. This channel member will run the full length of the body from front to rear;

Reference Amendment # 3.

Packing Mechanism Construction:

Comply: No:

Total cycle time no more than: 20 seconds

Total re-load time no more than 5 seconds

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

Tailgate latches shall be hydraulically operated working in conjunction with the tailgate lift cylinders Reference Amendment # 3.

Manual or auxiliary automated latch systems are not acceptable

Reference Amendment # 3.

X	
X	
X	
X	
X	

Ejection System:

Comply: No:

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

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

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

X	
X	
X	

Control/Lighting:

Comply: No:

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

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

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

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

Controls to be mounted at rear by packer control.

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

X	
X	
X	
X	
X	
X	

Color:

Comply: No:

Packer Body shall be white

X	
---	--

Painting:

Comply: No:

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

X	
---	--

Required Feature:

Comply: No:

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

X	
---	--

Warranty:

Comply: No:

Complete packer body to be covered for 24 months minimum

X	
---	--

MANUFACTURER: Leach MODEL: Leach 2R-III

Unit Price: \$ 89,760.00 Total: \$ 269,280.00

(Eighty-Nine Thousand Seven Hundred and Sixty) (Two Hundred Sixty-Nine Thousand Two Hundred and Eighty)

Delivery Time: Within 180 Days

Approved By



R. Chace Anderson, GBB Operations Manager



Sales, Rental, Parts and Service



ADDRESS: 197 Ypao Road Tamuning GUAM 96913

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

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

WEB: www.morricoequipment.com



IFB No. GSWA004-15 Rear Loader Refuse Packer Body
Bid Opening : 14 September 2015 at 10:00 am
Supplied By : Morrico Equipment LLC

LEACH 2R-III Residential 25 Cu.Yyd (19.1 Cu.M) Rear loader Refuse Packer Body Specifications

Body Capacity 25 Cu.Yd. (19.1 Cu.M) - tailgate Hopper 3.5 Cu.Yd. (2.6 Cu.M)
Body built in accordance with ANSI stanard Z-245-1
PTO and Gear Pump Electric with Electric Switch - Indicator light

Beacon Lights:

Dual Oval Red Strobe Lights each side below roof line
Four [4] LED Rear Flood Lights - two [2] mounted each side of tailgate lights are adjustable
Light Switch located on Tailgate
Controls at rear of Packer
Maximum operating pressure 2300 PSI
Average Compacion of Refuse: 1000 lbs/cu.yd

Body Construction:

Body Side: Steel A715 GR80 80,000 PSI yield strength
Body Roof: Steel A715 GR80 80,000 PSI yield strength
Body Floor: Steel Grade 50W Sheet thickness 1/4" 50,000 PSI yield strength
Body Side Opening - Hydraulic Tank Level Gauge Access - Curbside

Packing:

Total Cycle Time: 20 Seconds
Total Reload Time 5 Seconds
Riding Steps [non-skid] each side of hopper
Tailgate Automatic Tailgate latches - tailgate latches and lift cylinders are separate, operating independently of each other
Tailgate operated by two - single cylinders, hydraulic line equipped with flow restrictor to prevent sudden descent
Auxiliary latch system

ON-SITE DIESEL DELIVERY





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



Page 2. LEACH 2R-III Residential 25 Cu.Yyd (19.1 Cu.M) Rear loader Refuse Packer Body Specifications

Ejection System:

Unloading executed by full ejection system
Controls located at front of body
Ejector Panel Yield Strength 50,000 PSI - does not extend beyond body
Three [3] Stage Cylinder - angles upward -
Ejector Panel incorporates "diamond shaped deflector structure" which enhances compaction directing material entering packer
Replaceable Guide Shoes - lower and upper poly
Note: Packer and Carrier Cylinders are interchangeable

Hydraulics:

Spur Gear Type Pump 42 GPM @ 1200 rpm
Pressure relief Valve set at 2300 PSI Reservoir Capacity: 50 Gallons
Oil Level Sight Gauge Hydraulic Temperature Gauge
Filtration: Filler/Breather Cap 10 Micron / Filtration Rating 10 Micron
Suction Line Strainer 100 mesh
Return line filter - by pass valve and differential pressure filter indicator
Replaceable Cartridge Filter Element Return Line, Suction line filter cleanable
All hoses - double braided wire minimum, high burst capacity and reinforced with nylon wrap
All Hydraulic hoses - meet S.A.E. Standards
The packer plate is protected from overload by an independent packer (load edge stress sensing) circuit relief valve located at the operating valve

Packing Controls

Levers are able to stop and reverse the packing mechanism at any position in the cycle
Located passenger side upper part of tailgate.
Cab mounted audible alarm and red light to indicate tailgate unlocked
Push buttons both sides of tailgate to signal driver in Cab
Speed up auxiliary Button and an Interlock to prevent use of engine speed-up when transmission is not in Neutral
All Controls levers for valves conform to ANSI Z-245-1

Page 2 of 3

ON-SITE DIESEL DELIVERY





Sales, Rental, Parts and Service



ADDRESS: 197 Ypao Road Tamuning GUAM 96913

OFFICE: Phone 1-671-649-1946

Fax 1-671-649-1947

SPARE: Phone 1-671-646-7914

PARTS: Fax 1-671-646-7900

WEB: www.morricequipment.com



Page 3. LEACH 2R-III Residential 25 Cu.Yyd (19.1 Cu.M) Rear loader Refuse Packer Body Specifications

Electrical:

All Stop, Directional, Tail / Clearance Lights are LED Truck-Lite easy seal, recessed mount watertight

Lights in accordance with FMVSS #108

Rear lights integrated to tailgate structure

Backup Alarm

Mid Body

All circuits properly protected (circuit breakers) and wiring is color coded and numbered

Wiring conforms to SAE J1128

Wiring connections with shrink tube and at some places, blue crimped sealed with epoxy

All wiring run in plastic loom

Safety props provided for tailgate

Painting:

Body properly cleaned of all dirt, grease and weld slag

Body and Hopper steel gritblasted

Urethane Body Paint - White

Accessories:

Camera Sytem - Single 3rd Eye on tailgate with 7" color LCD swivel monitor

Includes heater, sound, night vision 4 in 1 Display and high electromagnetic noise resistance

Automatic Tailgate Latch

gauge on dash - hydraulic pressure gauge and warning light for hyd. Filter

Rubber Anti-Sail Mud Guards -Front Axle

Rubber Mud Guards - Behind Rear Axle

Fire Extinguisher

RS-130 (ACT. ATT AMER) Dual Cart Tipper mounted tailgate hopper -

one drivers side and one passenger side - includes load sill prep -

hydraulics and cart tippers - 32 - 96 Gallon Containers

Manuals:

Operators Manuals (One Hard Copy - One CD); Two (2)

Standard Part Manuals, Two Shop Repair Manuals

Warranty:

Body and Hyraulics Two [2] Years

ON-SITE DIESEL DELIVERY





2R-III™

The Most Reliable Rear-Loader in the Industry.

Body Floor - 1/4" floor sheets along with 5/16" floor trough make this the thickest standard floor in the industry. The unique trough design forms a natural sump which holds up to 300 gallons of liquid.

Maximum Capacity, Super Productivity.

One of the largest hopper capacities in its class, leading to more efficient operation by reducing the number of cycles needed to sweep the hopper. The Packer/Carrier panel design allows workers to continue loading trash into the hopper while running the hopper sweep cycle. The Packer/Carrier will not push trash out of the hopper during the sweep cycle.

Enhanced Engineering, Maximized Performance.

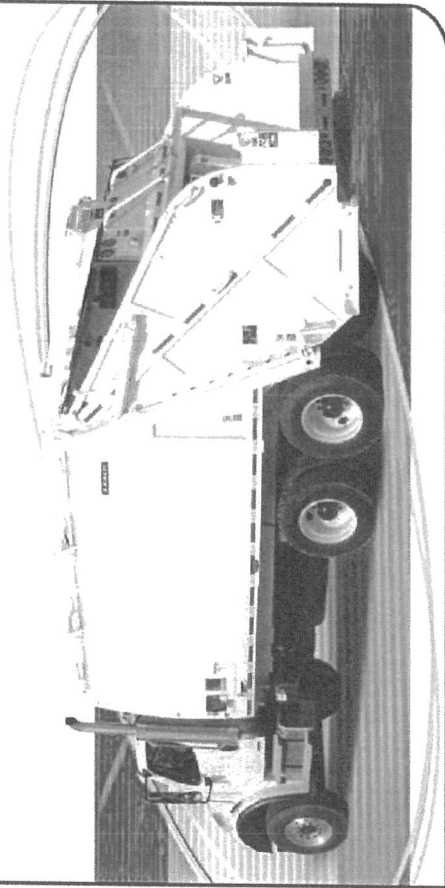
The curved shell body design features single-piece side and roof sheets - no seams. Stronger, cleaner looking. The Packer/Carrier rides on rollers instead of slide blocks, reducing friction and wear.

Increased Compaction, Maximized Payload.

Diamond Force Compaction design on the push out panel evenly distributes the trash during packing and minimizes voids in the payload. Compaction Rating - 1000+ lbs per cubic yard.

Versatile unit. Optimized TCO.

Interchangeable cylinders - Leach is the only rear loader to have interchangeable packer and carrier cylinders. Reduces the types of cylinders needed for inventory and maintenance.



The Labrie Environmental Group distributes and supports its products via a 50 strong distributor network that spans the United States and Canada, and operates a U.S.-based Parts and Customer Support Center that offers maintenance, training, after-sales and parts services

For further information about our products, contact a Distributor near you or call one of our offices at the numbers listed below. Our complete Distributor network is listed on our website at www.labriegrup.com

Labrie Environmental Group

175, route du Pont,
Saint-Nicolas (Québec)
G7A 2T3 CANADA
1-800-463-6638
(418) 831-8250
(418) 831-5255
sales@labriegrup.com

Customer Support Center
3630 Stearns Drive,
OshKosh, WI 54903 U.S.A.
1-800-231-2771
sales@labriegrup.com



2R-III™

STRUCTURAL INTEGRITY

Every high performance body is the result of Forced Curved Technology - a seamless, one-piece body side and roof design similar to that used in the construction of an M1 Abrams tank. With 11 gauge, hi-tensile 80,000 psi steel, this uni-body construction provides greater strength while eliminating multi-piece welded seams that only invite corrosion over time. Outer panel and carrier plate are made of the heaviest, heaviest, heaviest, heaviest performance and durability in current conditions.

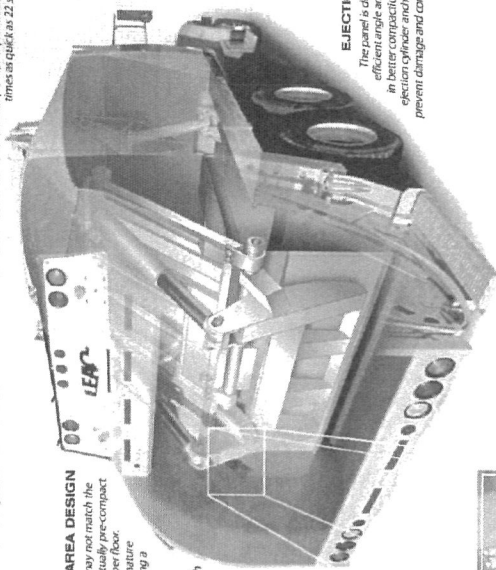
HOPPER/SWEPT AREA DESIGN

Some hopper panels may not match the hopper contour, or actually pre-compact trash against the hopper floor. Leach eliminates premature floor wear by producing a smooth, unimpaired swept area. This design, along with a larger hopper opening, produces the largest swept volume per packer cycle in the industry.

HYDRAULIC COMPONENTS

Critical components, superior solutions. On Leach units, the main control valve is mounted upright on the tailgate for easier, safer operation. Unlike other fittings, where the O-ring seals against a flat surface at each connection point, Leach's are eliminated, reducing maintenance. All tubes are plated for resistance to corrosion, while hydraulic lines are strategically placed and protected along the rock edge away from the operator. A virtual powerhouse, the entire system delivers as quickly as 22 seconds.

times as quick as 22 seconds.



EJECTION PANEL

The panel is designed with a more efficient ejection system. The ejection cylinder and/or is raised off the floor to prevent damage and corrosion.

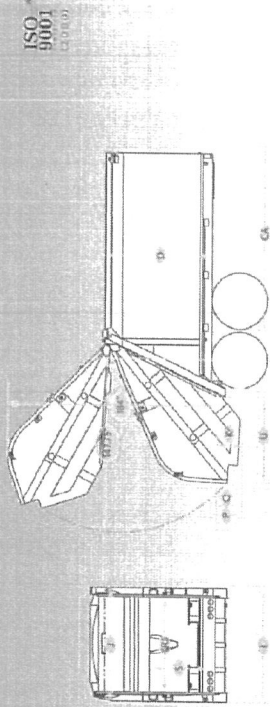
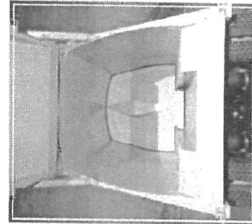


ROLLERS

Carrier panel rollers eliminate sliding friction, which results in increased durability, efficiency and performance versus sliding block designs.

FLOOR TROUGH DESIGN

The Leach floor trough design has a formed natural sump, the trough can hold over 300 gallons of liquid while serving as the structural backbone of the body.



ISO 9001
CERTIFIED

Body Dimensions		IMPERIAL	20 CU YD	15 CU YD	METRIC	25 CU YD	10 CU YD	METRIC	30 CU YD	22 CU YD	METRIC	35 CU YD	METRIC
B	Overall Length	262"	6,655 mm	2,902 mm	2,902 mm	2,902 mm	2,902 mm	7,314 mm	317"	8,052 mm	3,158 mm	32,234 mm	3,158 mm
CA	Cab to Ase (Nose 2 & 3)	Contact Factory	Contact Factory	2,438 mm	2,438 mm	2,438 mm	3,862 mm	189"	4,801 mm	206"	5,222 mm	32,234 mm	5,222 mm
AF	Alter Frame (Nose 3)	Contact Factory	Contact Factory	2,286 mm	2,286 mm	2,286 mm	1,295 mm	51"	1,295 mm	51"	1,448 mm	32,234 mm	1,448 mm
GWR	Min Requirement (Nose 1)	50,000 lbs	22,680 kg	457 mm	457 mm	457 mm	56,000 lbs	25,401 kg	60,000 lbs	27,216 kg	62,000 lbs	28,123 kg	28,123 kg

All Sizes

Letter	Height Above Chassis Frame	Body - Outside Width	Body - Inside Width (Max)	Hopper Depth	Star of Circle CA to Body Front	Hopper Bottom Below Chassis Frame	Hopper Opening Width	Hopper Opening Height	Rear of Body to Rear of Tailgate, Closed	Height Above Chassis Frame (Tailgate Raised)	Leading Sill Below Chassis Frame	Hopper Capacity
D	93"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
J	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
K	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
N	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
P	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
Q	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
R	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
S	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
T	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
U	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
V	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
W	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
X	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
Y	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard
Z	96"	39"	39"	19"	22"	22"	80"	51"	73"	164"	5"	3.5 Cubic Yard

Features

- Adjustable steps and stationary grab handles on both sides of tailgate
- Lightweight, two-piece black poly top sheets (covers) provide quick, easy access and improve serviceability of hydraulic components
- Optimum tailgate seal height reduces chance of seepage
- Buzzer system enables operator to signal driver (located both sides at rear)
- Dual-lever parking controls at rear of hopper, controls
- Single-lever tailgate lift control is located at the front of body, steel side
- Tailgate lift control is optional
- Wheel color standard, other colors available
- Meets all ANSI 2.245.1 Safety Standards

Notes

1. Exact weight must be exact at carrying net weight of body plus weight of silica to be collected
2. CA must be used with the adjustments procedure above frame
3. Labor requirements, including 10-20 min. per CA for 1 pump, available configuration for best weight distribution

Hydraulics System

Maximum Operating Pressure 3,300 PSI

Cylinders

- (2) 5.5" double-acting packer plate cylinders
- (2) 5.5" double-acting carrier plate cylinders
- (2) 4" single-acting tailgate lift cylinders

* Packer and carrier plate cylinders are fully interchangeable, an exception with the 2R-III

Pump

Gear type with pressure compensated rear plate

Capacity 42 GPM @ 1,200 RPM

Body Construction

- Side 11 gauge Hi-Tensile, 90,000 PSI steel
- Upper Floor Sheets 11 gauge Hi-Tensile, 90,000 PSI steel
- Floor-Trough 14" 50,000 PSI steel
- Ejection Panel Area 2" 50,000 PSI steel
- 3" 50,000 PSI steel

Tailgate Construction

- Hoppe stiles 1/4" 100,000 PSI steel
- Hoppe bottom 1/4" 100,000 PSI steel
- Carrier plate 1/4" 100,000 PSI steel
- Packer plate base 1/4" 80,000 PSI steel
- Top sheet 3/16" 50,000 PSI steel
- easily removed for maintenance

Optional Equipment

- Container Handling
- Lighting packages
- Demolition silica application package
- Cut floor
- Commercial application packages
- Many others available upon request

Hydraulic Tank

- Capacity 50 gallons
- Location High-head front on floor inside body
- Filter 16 micron in-line suction strainer with by-pass valve
- Sight Gauge Located on tank at eye level

Ejection Cylinder

Body Size	SIZE
20	5.5 X 4.4
21	5.5 X 4.4
22	5.5 X 4.4
23	5.5 X 4.4
24	5.5 X 4.4
25	5.5 X 4.4
26	5.5 X 4.4
27	5.5 X 4.4
28	5.5 X 4.4
29	5.5 X 4.4
30	5.5 X 4.4
31	5.5 X 4.4
32	5.5 X 4.4
33	5.5 X 4.4
34	5.5 X 4.4
35	5.5 X 4.4
36	5.5 X 4.4
37	5.5 X 4.4
38	5.5 X 4.4
39	5.5 X 4.4
40	5.5 X 4.4
41	5.5 X 4.4
42	5.5 X 4.4
43	5.5 X 4.4
44	5.5 X 4.4
45	5.5 X 4.4
46	5.5 X 4.4
47	5.5 X 4.4
48	5.5 X 4.4
49	5.5 X 4.4
50	5.5 X 4.4

IFB No. GSWA004-15 Rear Loader Refuse Packer Body

Bid Opening : 14 September 2015 at 10:00 am

Supplied By : Morrigo Equipment LLC

Standard Limited Product Warranty

Subject to the other provisions hereof, LABRIE ENVIRONMENTAL GROUP, hereinafter called "Labrie" warrants that all new Labrie products (the "Product") shall be free of defects in material and workmanship under normal use and service for a period of ONE (1) YEAR after delivery to the first registered customer/end-user.

WITHOUT LIMITATION TO THE OTHER PROVISIONS HEREOF, THIS PRODUCT WARRANTY DOES NOT COVER:

- Any and all components or parts of the Product, including without limitation the vehicle chassis, which are not manufactured and installed by Labrie, whether or not they are covered by an original manufacturer's or supplier's warranty;
- Paint;
- Damages resulting from abuse, misuse of the Product or from negligence or accidents;
- Damages resulting from use of the Product other than for its intended purpose or in a manner other than its intended normal use and service;
- Damages caused by improper maintenance of the Product including, without limitation, failure to comply with the maintenance requirements set forth in the Product's Parts and Maintenance Manual;
- Damages caused by the operation of the Product with parts or components known by the customer/end-user to be defective or in need of maintenance;
- Parts, components or systems which have been modified without the express authorization of Labrie or of an authorized Labrie distributor;
- Repairs which are not completed or otherwise expressly authorized by Labrie or an authorized Labrie distributor;
- Repairs or modifications which have been authorized by Labrie or an authorized Labrie distributor that are performed by personnel which is not qualified to perform such repairs or modifications;
- Normal wear item parts including, without limitation, oils, fluids, filters, tracks, rollers, wear shoes, tailgate seals, chains, divider blades and normal wear of the steel structure;
- Any and all adjustments and maintenance resulting from normal use and service of the products.

For the purposes of this warranty, normal use and service means the operation of the new Product for fifty (50) hours per week for its intended purpose and in compliance with the operation and maintenance instructions which are provided by Labrie in the Product's operation and maintenance manuals. It is the customer/end-user's responsibility to make sure that all operators are familiar and comply with the operation manual and the warning decals on the Product.

In the event a part or component of the Product fails or becomes defective during the warranty period and, in the opinion of Labrie, such failure or defect results from Labrie's material or workmanship, the part or component shall be repaired or replaced by Labrie or an authorized distributor at no cost provided that the unit is brought to an authorized distributor's service facility. However, the aforementioned repair or replacement of parts or components may be performed by the customer/end-user as provided herein if specifically authorized by Labrie or an authorized Labrie distributor.

Because the Product is engineered to work only with genuine Labrie parts and components, this warranty shall be void and of no effect if i) the Product is modified other than by Labrie or by an authorized Labrie distributor or other than in accordance with a specific authorization and instructions from Labrie or from an authorized Labrie distributor or ii) if parts and components of any other manufacturer are used as substitutes for genuine Labrie parts and components.

IFB No. GSWA004-15 Rear Loader Refuse Packer Body

Bid Opening : 14 September 2015 at 10:00 am

Supplied By : Morrigo Equipment LLC

Standard Limited Product Warranty

LABRIE MAKES NO WARRANTY AS TO MERCHANTABILITY, FITNESS FOR USE, LEGALITY OF OPERATION IN ANY JURISDICTION OR ANY IMPLIED WARRANTY OF ANY KIND OR NATURE. LABRIE SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE. NO OTHER PERSON, FIRM, CORPORATION, INCLUDING THE LABRIE DISTRIBUTOR, CAN BIND LABRIE TO ANY WARRANTY OTHER THAN THIS WARRANTY OR OTHERWISE MODIFY SAID WARRANTY.

Labrie reserves the right to redesign and/or discontinue the manufacture of parts, components, and Products.

This limited warranty may be transferred to subsequent end-users within fifteen (15) days of the Product transfer provided that Labrie is notified in writing within the said fifteen (15) day period.



Guam Solid Waste Authority
 542 North Marine Drive
 Tamuning, GU 96911
 Under the management of
 Federal Receiver:
 Gershman, Brickner & Bratton, Inc.



NOTICE TO BIDDERS:

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to Guam Solid Waste Authority. Please send this information to Linda Ibanez via fax at (671) 649-3777 or by e-mail at lindaibanez@gmail.com. **Guam Solid Waste Authority, Government of Guam will send amendments only to those firms that complete and return this form in a timely manner via fax or provide the requested information by timely email.**

IFB Number: GSWA004-15

Company Name: Morrice Equipment LLC

Mailing Address: 197 Ypao Road
Tamuning, Guam 96913

Phone Number: 649-1946

Fax Number: 649-1947

Contact Person: Jennifer Cabuhat

E-mail Address: jennifer@morriceequipment.com

Send amendment by (check one) / fax
 / fax
 / e-mail

Amendments will be posted on guamsolidwasteauthority.com in a PDF format.

*Mandatory Pre-Conference Bid is scheduled for Friday, August 21, 2015 10:00 a.m. Failure for non-attendance will result in the rejection of the bid without evaluation for non-compliance with the IFB's instructions to attend the conference.



Guam Solid Waste Authority
Under the management of
Federal Receiver:
Gersham, Brickner, & Bratton, Inc.

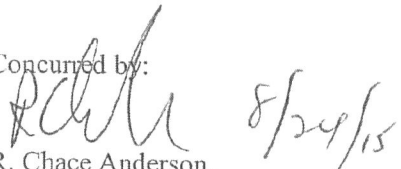


Addendum No.: 1
GSWA004-15 Rear Loader Refuse Packer Body

1. Amend to include on Invitation to Bid packages Bid For: **Rear Loader Refuse Packer Body. Three(3) units.**
2. Time Line: Amend to change written questions submission deadline: **From: Tuesday, August 25, 2015, Noon Time Guam Time to Now Read: Thursday, August 27, 2015, Noon Time Guam Time**
3. Time Line: Amend to change Written Responses to Questions deadline: From: **Friday, August 28, 2015 to Now Read: Monday, August 31, 2015**

All others remains the same.

Concurred by:


R. Chace Anderson,
Operations Manager



GBB
SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

Guam Solid Waste Authority
Under the management of
Federal Receiver:
Gershman, Brickner & Bratton, Inc.




August 28, 2015

Addendum No.: 2
GSWA004-15 Rear Loader Refuse Packer Body

1. Amend to change time line written responses to questions deadline from **Monday, August 31, 2015 to now read: Friday, September 4, 2015.**
2. Amend to change Bid Due Date from **Friday, September 4, 2015, 10:00 a.m., to now read Monday, September 14, 2015, 10:00 a.m.**

All other remains the same.

CONCURRED BY:


R. Chace Anderson,
Receiver-Operations Manager



Guam Solid Waste Authority
Under the management of
Federal Receiver:
Gersham, Brickner & Bratton, Inc.



September 8, 2015

Addendum No.: 3
GSWA004-15 Rear Loader Refuse Packer Body

- A letter of protest was filed with GSWA on September 1, 2015 by Morrico Equipment. GSWA reviewed Morrico's claims and issued a response on September 4, 2015 denying Morrico's protest. Therefore, "Stay of Procurement" is now lifted.
- GSWA timeline questions to response is as follows below:
 - Question:
 1. The specification calls for a channel shaped floor member that provides height above the chassis frame for the axle deflection. This channel member will run the full length of the body from front to rear. A flat one piece floor with no channel with a height above chassis for axle deflections is provided by 8"x 3" rectangle tube sills, full length. Will this be acceptable by GSWA?
 - Answer:

Yes
 - Question:
 2. Request for a delivery date of 180 Days
 - Answer:

No. GSWA will not accept 180 Days due to a fleet truck which is currently inoperable and in need of a new packer unit. .
 - Question:
 3. Hopper capacity to be a minimum of 3.6 cubic yards capacity
 - Answer:

3.5 is accepted.

- Question:

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

- Answer:

Yes is acceptable.

- Question:

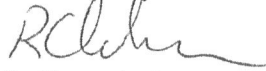
5. Manual or Auxiliary automated latch systems are not acceptable.

- Answer:

GSWA will remove "are not acceptable."

All others remain the same.

Concurred by:



R. Chace Anderson,
GBB Operations Manager



GBB
SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER

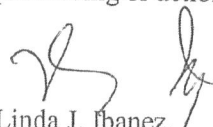
Guam Solid Waste Authority
Under the management of
Federal Receiver:
Gershman, Brickner & Bratton, Inc.



September 2, 2015

**NOTICE TO ALL PROSPECTIVE BIDDERS:
A STAY OF PROCUREMENT
GSWA 004-15 Rear Loader Refuse Packer Body**

This is to inform all prospective bidders that a "Stay of Procurement" is in effect. Therefore, no proceeding or action could take place until protest is resolved.


Linda J. Ibanez, *9/2/15*
GSWA Services Administrator



Sales, Rental, Parts and Service



ADDRESS: 197 Ypao Road Tamuning GUAM 96913

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

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

WEB: www.morricoequipment.com



27 August 2015

Linda J. Ibanez
Guam Solid Waste Authority
542 N. Marine Corps Drive
Tamuning, Guam 96913

Re: Rear Loader Refuse Packer Body Pre-Bid Questions for Bid Invitation No. : GSWA004-15

Item #1. Required Delivery Date : 90 Days

Question 1 : Morrico Equipment request for a Delivery Date of 180 Days.

Items #2. Hopper Capacity to be a Minimum of 3.6 cubic yards capacity

Question 2 : Morrico Equipment request for a minimum of 3.5 cubic yard capacity.

Item #3. Tailgate latches shall be hydraulically operated working in conjunction with the tailgate lift cylinders.

Question 3 : Morrico Equipment request for the tail gate latches to work independently of the tail gate cylinders.

Item #4. Manual or Auxiliary automated latch systems are not acceptable.

Questions 4 : Morrico Equipment request this bid specification be waived and we request GBB's justification of this specification.

We consider this a proprietary specification designed to exclude the participation of Leach Rear Loader Bodies and Morrico Equipment LLC from this IFB.

We note that this exclusive bid specification did not appear in the original IFB for rear loader refuse trucks currently under protest by Morrico Equipment LLC.

Regards,

Jennifer Cabuhat

Jennifer Cabuhat
Truck and Forklift Sales
Morrico Equipment LLC
jennifer@morricoequipment.com
689-6748

Saved As : GSWA004-15 Rear Loader Body Pre-Bid Questions 27 Aug 15

ON-SITE DIESEL DELIVERY





DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM
P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

Ltd Liability Company
EXPIRES: JUNE 30, 2016

BUSINESS LICENSE

SRL NO: 1618281

R

Retail
ACCOUNT NO. 30-200400017-001

ISSUED TO:	MORRICO EQUIPMENT, LLC	FEE	1000.00
DOING BUSINESS AS:	MORRICO EQUIPMENT, LLC	PENALTY	00
TYPE OF LICENSE:	SALE OF TRUCKS, FORKLIFTS, GENERATORS, & OTHER HEAVY EQUIPMENT & RELATED PARTS	TOTAL FEE	1000.00
BUSINESS LOCATION:	LOT 2144-1B-R5-NEW1 & R/W TAMUNING GUAM	PAID	
		JUN 30 2015	
		TREASURER OF GUAM	

MAILING ADDRESS:

197 YPAO RD
TAMUNING GUAM

TELEPHONE: HOME

BUSINESS ZIP: 96913
649-1946

6/30/15

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

Lawrence P. Camacho

DIRECTOR OF REVENUE AND TAXATION



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

Ltd Liability Company
 EXPIRES: JUNE 30, 2016

BUSINESS LICENSE

SRL NO: 1618276

R

Service
 ACCOUNT NO. 13-200400017-001

ISSUED TO:	MORRICO EQUIPMENT, LLC	FEE	50.00
DOING BUSINESS AS:	MORRICO EQUIPMENT, LLC	PENALTY	00
TYPE OF LICENSE:	REPAIR OF HEAVY EQUIPMENT	TOTAL FEE	50.00
BUSINESS LOCATION:	LOT 2144-1B-R5-NEW1 & R/W TAMUNING GUAM	PAID	
MILING ADDRESS:	197 YPAD RD TAMUNING GUAM	JUN 30 2015	
TELEPHONE: HOME		TREASURER OF GUAM #7	

TELEPHONE: HOME BUSINESS ZIP: 96913 6/30/15
 648-1746

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

Lolando P. Carrasco

DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

Ltd Liability Company
EXPIRES: JUNE 30, 2015

BUSINESS LICENSE

SRL NO: 1618280

R

Wholesale
ACCOUNT NO. 20-200400017-001

FEE	100.00
PENALTY	00
TOTAL FEE	100.00

ISSUED TO: MORRICO EQUIPMENT, LLC

DOING BUSINESS AS: MORRICO EQUIPMENT, LLC

TYPE OF LICENSE: WHOLESALE OF EQUIPMENT SPARE PARTS & RELATED ITEMS

BUSINESS LOCATION: LOT 2144-1B-R5-NEW1 & R/W
TAMUNING GUAM

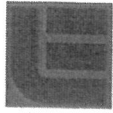
MAILING ADDRESS: 197 YPAD RD
TAMUNING GUAM

TELEPHONE: HOME BUSINESS ZIP: 96913 648-1946

PAID
JUN 30 2015
TREASURER OF GUAM
#7

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL.

John P. Camacho
DIRECTOR OF REVENUE AND TAXATION



EL Industries International, Inc.

Est. 1917

A Holden Industries Company

500 Lake Cook Road
Suite 400
Deerfield, Illinois 60015
USA
Phone: 847-382-0004
Fax: 847-382-0053

1 August 2012

Allan Morrison
President
Morrico Equipment LLC
Guam

RE: Leach Authorized Dealer

WHEREAS

We EL Industries International, Inc. is the authorized factory representative for Labrie/Leach/Wittke for all international/export product sales, parts and service.

With this letter I hereby confirm that Morrico Equipment LLC, Guam is the authorized and exclusive sales, parts and service dealer for Labrie/Leach/Wittke products on the island of Guam.

As the exclusive and authorized Guam dealer for Leach, Morrico Equipment LLC is not liable for the Guam warranty coverage and/or service of any Leach product not purchased from Morrico Equipment LLC, Guam....

Signed:

Name: Daniel J. Bodendorfer

Title: Managing Director, EL Industries International, Inc.

Dated on 1st day of August, 2012

Number of Solicitation

Number of Bids Received

Description of Supplies or Services



ABSTRACT OF BIDS

Invitation Number

GSWA 004-15

Opening Date

9/14/15

Time

10:00 AM

Rear Packer Body (3 units)

OFFEROR(S)

FIRST EQUIPMENT

LETTER TO CLERK

\$ 45,000.00

NO DISCOUNT

1 AUG. 2015

PACIFIC BLAZES

\$ 93,000.00

294,000.00

GO DING POLSKY

Item No. Qty. Unit

A B C D E F

Delivery Specified IN IFB (Days)

Delivery Acceptance

Acceptance Time

✓ ✓ ✓ ✓ ✓ ✓

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

JFK 9/14/15

(Signature)

TABULATED BY:

DATE:

LEGEND(S)

- (A) Affidavit Disclosing Ownership and Commissions
- (B) Affidavit Re Non-Collusion
- (C) Affidavit Re No Gratuities or Kickbacks
- (D) Affidavit Re Ethical Standards
- (E) Affidavit Re Contingent Fees
- (F) Declaration Re Compliance with U.S. D.O.L. Wage Determination

EXHIBIT C

Number of Solicitation
 Number of Bids Received
 Description of Supplies or Services

Invitation Number
 Opening Date
 Time

Number of Bids Received
 Opening Date
 Time

ABSTRACT OF BIDS



OFFEROR(S)	Acceptance Time	Delivery Acceptance	Delivery Specified IN IFB (Days)	Legend						Item No.	Qty.	Unit				
				A	B	C	D	E	F							
REAR PACKER BODY (3 UNITS)				✓												
MEXICO EQUIPMENT				✓	✓	✓	✓									
LETTER CLOSURE 15%																
TOTAL BID																
LEAST																
WITNESSES 160.00																
TOTAL 269,250.00																
BEFORE PAY 150,000																

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

[Signature]
 (Signature)
 DATE: 9/14/15

TABULATED BY:
 DATE:

- LEGEND(S)**
- (A) Affidavit Disclosing Ownership and Commissions
 - (B) Affidavit Re Non-Collusion
 - (C) Affidavit Re No Gratuities or Kickbacks
 - (D) Affidavit Re Ethical Standards
 - (E) Affidavit Re Contingent Fees
 - (F) Declaration Re Compliance with U.S. D.O.L. Wage Determination



**SOLID WASTE
MANAGEMENT
CONSULTANTS
RECEIVER**

BID STATUS

Morrice Equipment
197 Ypao Road
Tamuning, Guam 96913

BID INVITATION NO.: GSWA004-15 OPENED: Monday, September 14, 2015, 10:00 a.m.

DESCRIPTION: Rear Loader Packer Body (3 units)

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

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

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

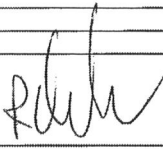
Rejected due to:

- Late submission of bid;
- No bid security or insufficient bid security amount submitted; as required by section 11 of the General Terms and Conditions;
- Not meeting the delivery requirement as stated in the IFB;
- Non-conformance with the specifications
- Inability to provide future maintenance and services equipment;
- High price; or
- Others:

Bid is recommended for award to:

REMARKS:

To be rebid.

 9/24/15
R. Chace Anderson, Operations Manager

DOOLEY ROBERTS & FOWLER LLP
ATTORNEYS AT LAW

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

SUITE 201, ORLEAN PACIFIC PLAZA
865 SOUTH MARINE CORPS DRIVE
TAMUNING, GUAM 96913
TELEPHONE: (671) 646-1222
FACSIMILE: (671) 646-1223
www.GuamLawOffice.com

Of Counsel:
MELINDA C. SWAVELY


Writer's Direct Email:
Fowler@GuamLawOffice.com

September 28, 2015

PROCUREMENT PROTEST

VIA FACSIMILE TRANSMISSION
and HAND DELIVERY

David Manning
Chace Anderson
Gershman, Brickner & Bratton, Inc.
Head of Purchasing Agency
GUAM SOLID WASTE AUTHORITY
Under the Management of Federal Receiver:
Gershman, Brickner & Bratton, Inc.
542 North Marine Corps Drive
Tamuning, Guam 96911
Facsimile: (671) 649-3777


9/24/15

RE: GSWA004-15 – Rear Loader Refuse Packer Body

Dear Mr. Manning, Mr. Anderson and Gershman, Brickner & Bratton, Inc.:

This office represents Morrico Equipment, LLC (“Morrico”), 197 Ypao Road, Tamuning, Guam 96913, with respect to GSWA004-15, a procurement solicitation for rear loader refuse packer bodies (the “IFB”).

Morrico hereby files its protest with respect to the above-referenced procurement. We have addressed this letter to the three addressees above because in Superior Court of Guam Civil Case No. CV0185-15, the GSWA has alternatively claimed that each may be the head of the purchasing agency, GSWA. The reasons for this protest are as follows:

The GSWA released the IFB on August 18, 2015, to procure rear loader refuse packer bodies and held a bid opening on September 14, 2015. Two bidders submitted bids on the IFB, Morrico and Far East Equipment Company, LLC (“Far East”). On September 24, 2015, the GSWA issued a Bid Status to Morrico advising that its bid was rejected because of “[n]ot meeting the delivery requirement as stated in the IFB.” The Bid Status further advised Morrico

EXHIBIT F

that the IFB would be rebid. While Morrico does not have any Bid Status form issued to Far East, it must be assumed its bid was rejected for failure to meet the mandatory requirement of the IFB that each bidder submit descriptive literature. I am attaching the Abstract of Bids for Far East's submission which shows that it failed to submit the required descriptive literature.

The IFB requested a delivery date of ninety days. While it is not per se unlawful to state a preferred delivery time in an IFB, it is unlawful to reject a bid for failing to meet that delivery time if the provisions of 5 GCA § 5010 are not otherwise met. I am attaching a copy of that statutory provision. As you will note, section 5010 provides that "[a]ll procurements of supplies and services shall, where possible, be made sufficiently in advance of need for delivery or performance to promote maximum competition and good management of resources." Quite obviously, the GSWA did not properly plan, "sufficiently in advance of need for delivery," the acquisition of the rear loader refuse packer bodies. This is rather ironic given that GBB was put in charge of Guam's solid waste system in order to ensure that the GSWA would timely meet the requirements of the solid waste consent decree entered into between Guam and the federal government. Section 5010 further provides that "[p]ublication of bids ... shall not be manipulated so as to place potential bidders at unnecessary competitive disadvantage." The GSWA has run afoul of this provision since only one bidder could meet the ninety day delivery time frame.

5 GCA § 5010 also provides that "[e]xcept in emergency situations, lower price bids are generally preferable to shorten delivery or performance bids. Delivery time may be considered as a factor in making an award to a responsive bidder *only if* his average delivery time bid is at least ten percent (10%) shorter than the average delivery time bid of a lower price responsive bidder and if the price offered by the bidder offering the faster delivery or performance does not exceed one hundred five percent (105%) of the lower price bidder." While we may take issue with whether the GSWA properly planned for this IFB as noted above, we must assume that under the receiver's guidance it has not neglected the GSWA's equipment needs to such an extent that it has given rise to an emergency situation. Therefore, the GSWA could only refuse to award a contract to Morrico because of its delivery time if the price of some other bidder who met the ninety day delivery time, "does not exceed one hundred five percent (105%) of the lower price bidder" which, here, was Morrico. Since Far East's bid was non-responsive, its faster delivery time could not even be considered in any analysis of the bids submitted for this IFB. Even if it had submitted a responsive bid, the GSWA could not award a contract to it because its price was well in excess of 105% of Morrico's price.

The development of product specifications is statutorily geared toward increasing price competition among potential vendors. See, 5 GCA § 5265 ("All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the Territory's needs, and shall not be unduly restrictive."). Similarly, "[p]urchase descriptions shall describe the salient technical requirements or desired performance characteristics of supplies or services to be procured without including restrictions which do not significantly affect the technical requirements or performance characteristics." See, 5 GCA § 5268(c). The GSWA specification of a ninety day delivery time does not "significantly affect the technical requirements or performance characteristics" of the product to be acquired.

The Office of the Public Auditor has issued a Decision holding unlawful the attempt by the Guam General Services Agency to restrict price competition through use of a shortened delivery time. I am attaching the Decision in Appeal No. OPA-PA-13-001, in which "[t]he Public Auditor finds that the IFB's specification for a two-hundred-forty (240) day delivery time is invalid because it violates 5 G.C.A. § 5268(a) and 2 G.A.R., Div. 4, Chap. 4, § 4109(a) and § 4103(b)(1)(c), and 5 G.C.A. § 5010." For the same reasons, the GSWA's ninety day delivery time in this IFB is invalid and cannot be a basis for the rejection of Morrico's bid. The GSWA must therefore award a contract to Morrico on this IFB as it was the winning bidder.

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

I look forward to your resolution of this protest expeditiously.

Sincerely,

DOOLEY ROBERTS & FOWLER LLP



Kevin J. Fowler

Number of Solicitation

Number of Bids Received

Description of Supplies or Services



ABSTRACT OF BIDS

Invitation Number

GSA 004-15

Opening Date

9/14/15

Time

10.00AM

OFFEROR(S)	Acceptance Time	Delivery Acceptance	Delivery Specified IN IFB (Days)	A B C D E F						Item No. City. Unit	
RENE PACKER BODY (3 UNITS)											
FIRE FIGHT EQUIPMENT				✓	✓	✓	✓	✓	✓		
L STAIR 126 GREAT											
\$ 45,000.00											
NO DISCOUNTS											
4 AUG. 2015											
PACIFIC PLAZA											
\$ 98,000.00											
294,000.00											
90 DAYS DELIVERY											

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

JSP 9/14/15 (Signature)

DATE:

TABULATED BY:

LEGEND(S)

- (A) Affidavit Disclosing Ownership and Commissions
- (B) Affidavit Re Non-Collusion
- (C) Affidavit Re No Gratuities or Kickbacks
- (D) Affidavit Re Ethical Standards
- (E) Affidavit Re Contingent Fees
- (F) Declaration Re Compliance with U.S. D.O.L. Wage Determination

§ 5010. Policy in Favor of Planned Procurement., 5 G.C.A. § 5010

Guam Code Annotated Currentness

Title 5. Government Operations

Division 1. Laws Applicable to Executive Branch

Chapter 5. Guam Procurement Law

Article 1. General Provisions

Subarticle a Purposes, Construction and Application (Refs & Annos)

5 G.C.A. § 5010

§ 5010. Policy in Favor of Planned Procurement.

All procurements of supplies and services shall, where possible, be made sufficiently in advance of need for delivery or performance to promote maximum competition and good management of resources. Publication of bids and requests for proposals shall not be manipulated so as to place potential bidders at unnecessary competitive disadvantage. Except in emergency situations, lower price bids are generally preferable to shorten delivery or performance bids. Delivery time may be considered as a factor in making an award to a responsive bidder only if his average delivery time bid is at least ten percent (10%) shorter than the average delivery time of a lower price responsive bidder and if the price offered by the bidder offering the faster delivery or performance does not exceed one hundred five percent (105%) of the lower price bidder.

Credits

SOURCE: Added by P.L. 18-044:30.

5 G.C.A. § 5010, GU ST T. 5, § 5010

End of Document

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Suite 401 DNA Building
 238 Archbishop Flores St.
 Hagåtña, Guam 96910



FAX

To:	Morrigo Equipment, LLC C/O Kevin J. Fowler Dooley Roberts & Fowler LLP Phone: 646-1222 Fax: 646-1223	From:	Doris Flores Brooks Guam Public Auditor Office of Public Accountability
	John M. Welsenberger Assistant Attorney General Office of the Attorney General for General Services Agency Phone: 475-3324 Fax: 472-2493	Pages:	15 (including cover page)
	Claudia Acfalle Chief Procurement Officer General Services Agency Phone: 475-1707 Fax: 475-1727; 472-4217	Date:	April 19, 2013
		Phone: Fax:	475-0390 x. 215 472-7951

Re: OPA-PA-13-001 Decision: Morrigo Equipment, LLC vs. General Services Agency

- Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

Comments:

See attached for reference. Please acknowledge receipt of this transmittal by re-sending this cover page along with your firm or agency's receipt stamp, date, and initials of receiver.

Thank you,
 Clariza Roque, Auditor
croque@guamopa.org

This facsimile transmission and accompanying documents may contain confidential or privileged information. If you are not the intended recipient of this fax transmission, please call our office and notify us immediately. Do not distribute or disclose the contents to anyone. Thank you.



OFFICE OF PUBLIC ACCOUNTABILITY
Doris Flores Brooks, CPA, CQPM
Public Auditor

PROCUREMENT APPEALS

1
2
3
4
5
6 IN THE APPEAL OF,

7 MORRICO EQUIPMENT, L.L.C.

8
9 Appellant

) APPEAL NO: OPA-PA-13-001

) DECISION

10
11 **I. INTRODUCTION**

12 This is the Decision of the Public Auditor for appeal number OPA-PA-13-001 which was
13 filed by MORRICO EQUIPMENT, L.L.C. (Hereafter Referred to as "MORRICO") on January
14 31, 2013 regarding the GENERAL SERVICES AGENCY, GOVERNMENT OF GUAM'S
15 (Hereafter Referred to as "GSA") January 30, 2013 denial of MORRICO's January 23, 2013
16 protest concerning Multi-Step Bid No. GSA-005-13 (New and Current Year, Custom Cab-
17 Forward Pumpers, New and Current Year, Urban/Wildland Interface Pumpers, and 5-Year
18 Extended Service/Maintenance Agreements) (Hereafter referred to as "IFB"). The Public
19 Auditor holds that GSA: (1) Violated 2 G.A.R., Div. 4, Chap. 4, §4103(b)(1)(c) by including
20 two (2) costly and unnecessary inspection trips for two (2) GFD employees in the IFB
21 specifications; and (2) Violated 5 G.C.A. §5268(a) and 2 G.A.R., Div. 4, Chap. 4, §4109(a) and
22 §4103(b)(1)(c), and 5 G.C.A. §5010 by including a two-hundred-forty (240) day delivery time in
23 the IFB specifications that unduly restricted competition; and (3) Violated 5 G.C.A. §5201(g)
24 and 2 G.A.R., Div. 4, §3109(n)(2) and 2 G.A.R., Div. 4, Chap. 3, §3115(e)(3)(A) by finding
25 MORRICO and MID PAC's Unpriced Technical Offers unresponsive and rejecting them.
26 Accordingly, MORRICO's appeal is hereby SUSTAINED.

II. FINDINGS OF FACT

The Public Auditor in reaching this Decision has considered and incorporates herein the procurement record and all documents submitted by the parties pursuant to GSA's March 13, 2013 Hearing Waiver and pursuant to MORRICO's March 14, 2013 Hearing Waiver. Based on the aforementioned record in this matter, the Public Auditor makes the following findings of fact:

1. On or about November 16, 2012, GSA issued the IFB on behalf of the Guam Fire Department (GFD).

2. The IFB stated, in relevant part, that:

a. The IFB was an indefinite quantity bid pursuant to 2 G.A.R., Div. 4, Chap. 3, §3119(i)(2).¹

b. Delivery was two-hundred-forty (240) days upon receipt of the purchase order and that schedule time and quantity will be coordinated between the successful bidder and GFD on an as needed basis.²

c. Bidders who are awarded a contract under this solicitation guarantee that goods will be delivered or required services performed within the time specified and that 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 Government's rights to liquidated damages.³

d. Bidders shall comply with all specifications and other requirements of the IFB.⁴

e. All supplies, materials, equipment, or services delivered under the IFB shall be subject to inspection and/or tests conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship,

¹ Special Provisions, page 4, IFB, TAB 4, Procurement Record filed on February 11, 2013.

² Id.

³ Performance Guarantee, Paragraph 12, General Terms and Conditions, page 22, Id.

⁴ Compliance with Specifications and other Solicitation Requirements, Paragraph 6, Id.

1 performance, or otherwise do not conform with the specifications, the Government shall have the
2 right to reject the items or require that they be corrected and the number of days required for
3 correction will be determined by the Government.⁵

4 f. The contractor shall include in the bid/quote price, two (2) factory inspection
5 trips for two (2) representatives of GFD for the purpose of the pre-construction conferences for
6 the fire apparatus and final inspection before delivery of the unit(s). The conference will be held
7 after the contract has been signed so that all specifications, details, drawings, questions and
8 engineering work can be reviewed and approved by the department. This conference will be in
9 accordance with the build schedule of the manufacturer and will not in any way hold up the
10 construction of the unit. The conference will be held prior to the commencement of any work
11 being done on the chassis or the body. The respective persons will be in attendance at the
12 conference to authorize decision to be made on behalf of GFD. Trips shall be of such minimum
13 duration to allow for business at hand to be completed. This will also include all commercial
14 transportation, meals, and lodging that will be borne by the bidder. The pre-construction
15 conference shall be scheduled within thirty (30) calendar days after the award of contract.⁶

16 g. Bidders who are awarded contracts under the IFB guarantee that the goods will
17 be delivered to their destination or required services rendered within the time specified.⁷

18 h. It is understood and mutually agreed by and between the contractor and the
19 Government that the time for delivery to final destination or the timely performance of certain
20 services is an essential condition of this contract. If the contractor refuses or fails to perform any
21 of the provisions of this contract within the time specified in the Purchase Order (from the date
22 the Purchase Order is acknowledged by the contractor), then the contractor is in default.⁸

23 i. Award shall be made to the lowest responsible and responsive bidder, whose
24 bid is determined to be the most advantageous to the Government, taking into consideration the
25
26

27 ⁵ Inspection, General Terms and Conditions, Paragraph 27, page 23, Id.
28 ⁶ Factory Inspection Trips, Specifications, page 91, Id. Note: page 32 Factory
Inspection Trips notes "bidder" instead of "contractor".
⁷ Justification of Delay, General Terms and Conditions, Paragraph 39, page 24, Id.
⁸ Time for Completion, General Terms and Conditions, Paragraph 38, Id.

1 evaluation factors set forth in the IFB, and no other factors or criteria shall be used in the
2 evaluation.⁹

3 j. The contractor will deliver the completed apparatus within 240 calendar days
4 upon receipt of purchase order, with all equipment specified, to the current headquarters of the
5 Guam Fire Department on Guam. The contractor must submit a firm delivery time (number of
6 calendar days from date of order to date of delivery) of said apparatus with the Unpriced
7 Technical Offer. Quoting number of days after receipt of all components is unacceptable. A
8 deduction of per day will be made for each day over and above the stated delivery date. The
9 penalty shall apply if the unit is delivered and rejected, until the unit is returned meeting
10 specifications.¹⁰ The contractor shall be liable for damages for delay in the amount of one-fourth
11 of one percent (1%) of outstanding order per calendar day from date set for cure until either the
12 territory reasonably obtains similar supplies or services or the contractor provides the supplies or
13 services.¹¹

14 k. The manufacturing company or bidding contractor shall post and maintain a
15 website where GFD will be able to view digital images of their apparatus as it is being
16 manufactured. The digital images shall be posted once a week starting when the body begins
17 production or when the cab/chassis arrives and shall continue until the final completion of the
18 apparatus.¹²

19 l. A contract (Purchase Order) will be awarded, as soon as practical, after the
20 review and evaluation of Phase I of the Unpriced Technical Offers. The Unpriced Technical
21 Offers received shall be evaluated by the following criteria and order of importance:

- 22 (1) Contractor's overall conformance to specifications;
- 23 (2) Contractor's logistical and service support;
- 24 (3) Warranty provisions;
- 25 (4) Manufacturing and delivery schedule; and

26
27 ⁹ Award, Cancellation, & Rejection, General Terms and Conditions, Paragraph 22, page
23, Id.

28 ¹⁰ Delivery Terms, Specifications, page 32, Id. Note: page 91 Delivery Terms notes a
deadline of within 240 calendar days from the date of notice of award.

¹¹ Liquidated Damages, General Terms and Conditions, Paragraph 40, page 25, Id.

¹² Internet In-Process Site, Specifications, page 33, and Specifications, page 92, Id.

(5) Contractor's demonstrated capabilities and qualifications¹³

Based on the evaluation criteria, the contractor is eligible for a maximum of 100 points.¹⁴

m. In Phase I, bidders could score a maximum of twenty (20) points for the Manufacturing and Delivery Schedule criteria. It includes a maximum of ten (10) points for the manufacture and delivery timelines, a maximum of five (5) points for the acceptability of transportation, shipping and delivery procedures, and a maximum of five (5) points for the accessibility to manufacturing and transportation progress information.¹⁵

n. In Phase I, the bidders with a total of 80 – 100 points would be deemed acceptable, the bidders with a total 60-79 points would be deemed potentially acceptable, and the bidders with a total of 59 points and below would be deemed unacceptable.¹⁶

o. In Phase I, each of the bidders shall be evaluated on the five (5) evaluation criteria previously stated and the bidder's sealed bid costs submitted with their Unpriced Technical Offers would only be opened and considered after their Technical Offer had been evaluated and determined by GFD to be acceptable in the first phase pursuant to 2 G.A.R. Div. 4, Chap., 3, §3109(t).¹⁷

p. The bidders were required to submit their technical offers no later than December 3, 2012 at 10:00 a.m.¹⁸

3. On or about November 30, 2012, GSA issued Amendment No. 1 for the IFB changing the bid opening date from December 3, 2012 at 10:00 a.m. to December 14, 2012 at 10:00 a.m.¹⁹

4. On or about December 5, 2012, GSA answered MORRICO's written questions concerning the IFB. MORRICO asked if the IFB's two-hundred-forty (240) day delivery date was a delivery date to Guam and if so, requested that it be extended to 360 days. GSA stated

¹³ Award of Contract, Specifications, page 31, and Specifications, page 90, IFB.

¹⁴ Phase I, Technical Bid Evaluation Criteria, page 116, Id.

¹⁵ Id.

¹⁶ Id.

¹⁷ Id.

¹⁸ Multi-Step Sealed Bid, page 3, Id. NOTE: The IFB uses the Term "Technical Bid," however, pursuant to 2 G.A.R., Div. 4, Chap. 3, §3109(r)(1), the correct term is "Unpriced Technical Offer," and that is the term the OPA will use throughout this Decision.

¹⁹ Amendment No. 1, dated November 30, 2012, Tab 6, Id.

1 that, based on other vendors, these trucks can be delivered within the two-hundred-forty (240)
2 day time period for delivery specified by the IFB, and denied the request for extension.²⁰

3 5. On or about December 14, 2012, GSA received Unpriced Technical Offers from FAR
4 EAST EQUIPMENT (Hereafter Referred to as "FAR EAST"), MID PAC FAR EAST (Hereafter
5 Referred to as "MID PAC"), and MORRICO.²¹

6 6. On or about January 23, 2013, GSA issued a notice to FAR EAST advising it that
7 their Unpriced Technical Offer was deemed acceptable and invited FAR EAST to participate in
8 Phase II of the Multi-Step Bid on January 24, 2013.²²

9 7. That same day, GSA issued notices to MORRICO and MID PAC advising them that
10 their Unpriced Technical Offers were rejected due to non-conformance with the IFB's two-
11 hundred-forty (240) day delivery requirement.²³

12 8. MORRICO received the aforementioned notice on January 23, 2013.²⁴

13 9. On January 23, 2013, the same day it received the aforementioned notice that its
14 Unpriced Technical Offer was rejected, MORRICO filed a protest with GSA alleging that GSA
15 failed to correctly follow the Technical Analysis procedure of the Multi-Step Bid Process by
16 rejecting MORRICO's Unpriced Technical Offer instead of awarding less points for a delivery
17 period longer than two-hundred-forty (240) days as set forth in the IFB.²⁵

18 10. On January 30, 2013, GSA denied MORRICO's January 23, 2013 protest, stating
19 that MORRICO's Unpriced Technical Offer was rejected solely because it did not conform to the
20 IFB's two-hundred-forty (240) day delivery requirement, that GSA could not waive this non-
21 conformity as a minor informality, and that GSA's evaluation committee did not score
22 MORRICO's Unpriced Technical Offer after it was rejected.²⁶

23
24
25 ²⁰ GSA Response to Questions Submitted by MORRICO, November 23, 2012, Tab 7, Id.
²¹ Abstract of Bids - Multi-Step-Bid, Tab 5, Id.

26 ²² Letter dated January 23, 2013 from Claudia S. Acfalle, GSA Chief Procurement
Officer, to FAR EAST, Tab 8, Id.

27 ²³ Letters dated January 23, 2013 from Claudia S. Acfalle, GSA Chief Procurement
Officer, to MORRICO and MID PAC, respectively, Id.

28 ²⁴ Acknowledgement Copy, Letter dated January 23, 2013 from Claudia S. Acfalle, GSA
Chief Procurement Officer, to MORRICO, Id.

²⁵ MORRICO'S Protest dated January 23, 2013, Tab 1, Id.

²⁶ GSA's January 30, 2013 Decision denying MORRICO'S January 23, 2013 Protest, Tab 2,
Id.

1 11. On January 31, 2013, only one (1) day after GSA issued its decision denying
2 MORRICO's January 23, 2013 Protest, MORRICO filed this appeal.
3

4 III. ANALYSIS

5 Pursuant to 5 G.C.A. §5703, the Public Auditor shall review GSA's January 30, 2013
6 Decision denying MORRICO's January 23, 2013 protest *de novo*. As a preliminary matter, the
7 Public Auditor must review the IFB's specifications which include the two-hundred-forty (240)
8 delivery requirement.
9

10 A. The IFB's Specifications Include Invalid Contract Terms and Restrict Competition.

11 The IFB contains unreasonable inspection and delivery specifications. Generally,
12 specifications shall not include requirements which unnecessarily restrict competition and shall
13 include only the essential physical characteristics and functions required to meet the Government
14 of Guam's minimum needs. 5 G.C.A. §5268(a) and 2 G.A.R., Div. 4, Chap. 4, §4109(a).
15 Further, to the extent feasible, a specification must not include any solicitation or contract term
16 or condition, such as a requirement for time and place of bid opening, time of delivery, payment,
17 liquidated damages, or qualification of bidders. 2 G.A.R., Div. 4, Chap. 4, §4103(b)(1)(c).
18 Here, as stated above, the IFB's specifications included, in relevant part, the requirement for two
19 (2) factory inspection trips for two (2) GFD employees with the contractor awarded the IFB
20 paying for their airfare, commercial transportation, meals, and lodging expenses. The Public
21 Auditor finds that these trips do not concern the essential physical characteristics and functions
22 required to meet the Government of Guam's minimum needs. Generally, inspection
23 requirements are usually contract terms. However, the IFB should not be amended to include the
24 IFB's inspection requirements as contract terms because the IFB's aforementioned inspection
25 trips are unreasonably extravagant, unnecessary, and difficult to justify as valid contract terms.
26 As stated above, the IFB also required the contractor awarded the bid to post and maintain a
27 website where GFD can view digital images of the fire trucks being manufactured and these
28 images would be posted weekly from the start to the finish of their assembly. Additionally, as
stated above, GFD retained the right to reject the fire trucks if they were defective and the right

1 to require the contractor awarded the IFB to repair any defective workmanship. Thus, the Public
2 Auditor finds that the IFBs two (2) trips for two (2) GFD employees are invalid specifications
3 and an unnecessary extra cost.

4 The two-hundred-forty (240) day delivery specification is equally invalid. As stated
5 above, specifications must not unduly restrict competition and must not contain delivery times.
6 5 G.C.A. §5268(a), 2 G.A.R., Div. 4, Chap. 4, §4109(a) and §4103(b)(1)(c). This specification
7 does both. As stated above, only one (1) out of the three (3) bidders who submitted Unpriced
8 Technical Offers could comply with the IFB's two-hundred-forty (240) day delivery
9 specification. Based on these results, the Public Auditor finds that the delivery specification is
10 unrealistic and unduly restricts competition. Although delivery times are usually contract terms,
11 the IFB should be amended to exclude the two-hundred-forty (240) day delivery time as a
12 contract term. GSA and GFD should have considered the reasonable time it would take to
13 custom build the fire trucks to the IFB's technical specifications when they issued the IFB. All
14 procurement of supplies and services shall, where possible, be made sufficiently in advance of
15 need for delivery or performance to promote maximum competition and good management of
16 resources and the publication of bids and requests for proposals shall not be manipulated so as to
17 place potential bidders at unnecessary competitive disadvantage. 5 G.C.A. §5010. Hence, the
18 two-hundred-forty (240) day delivery time could be the result of issuing the IFB too late to
19 receive the fire trucks when needed, or it could be a deliberate attempt to manipulate the
20 solicitation to award the contract to a preferred bidder. The Public Auditor finds that the IFB's
21 specification for a two-hundred-forty (240) day delivery time is invalid because it violates
22 5 G.C.A. §5268(a) and 2 G.A.R., Div. 4, Chap. 4, §4109(a) and §4103(b)(1)(c), and 5 G.C.A.
23 §5010. The Public Auditor will now review whether GSA correctly followed the Multi-Step
24 Sealed Bidding Process during the IFB solicitation.

25
26 **B. GSA did not Properly Follow the Multi-Step Sealed Bidding Process.**

27 GSA did not correctly follow the Multi-Step Sealed Bidding Procedure. As stated above,
28 the IFB was a Multi-Step Bid. Multi-Step Sealed Bidding is a two (2) phase process consisting
of a technical first phase in which bidders submit an Unpriced Technical Offer to be evaluated by

1 the purchasing agency, and a second phase in which those bidders whose technical offers were
2 determined to be acceptable in the first phase have their priced bids considered. 2 G.A.R., Div.
3 4, Chap. 3, §3109(r)(1). One of the main benefits of this process is the solicitation of Unpriced
4 Technical Offers and the discussions between the bidders and the purchasing agency to
5 determine the acceptability of the Unpriced Technical Offers. 2 G.A.R., Div. 4, Chap. 3,
6 §3109(r)(1). The Multi-Step Bid process is used when the purchasing agency finds it desirable
7 to conduct these discussions to facilitate understanding of the Unpriced Technical Offers and the
8 purchase description requirements, and, where appropriate, to obtain supplemental information,
9 permit amendment of the Unpriced Technical Offers, or amend the purchase descriptions.
10 2 G.A.R., Div. 4, Chap. 3, §3109(r)(2)(b). Hence, this procedure has two (2) advantages over
11 regular Competitive Sealed Bidding. First, the communication between the purchasing agency
12 and the bidder should result in enhanced, mutual understanding of the purchasing agency's
13 requirements and the bidder's offer. The second advantage is the procedure's flexibility because
14 it allows the bidders to amend their Unpriced Technical Offers to fully meet the purchasing
15 agency's needs and it allows the purchasing agency to amend the IFB after these discussions to
16 ensure the bidders can meet the purchasing agency's requirements. The Multi-Step Sealed
17 Bidding Process, if followed correctly, ensures the purchasing agency gets these benefits. Phase
18 I of the procedure requires that the Unpriced Technical Offers submitted by the bidders be
19 evaluated solely in accordance with the criteria set forth in the invitation for bids, and be
20 categorized as acceptable, potentially acceptable, that is reasonably susceptible of being made
21 acceptable, and unacceptable. 2 G.A.R., Div. 4, Chap. 3, §3109(t)(4). The procurement officer
22 may conduct discussions with any bidder who submits an acceptable or potentially acceptable
23 Unpriced Technical Offer, and once discussions are begun, any bidder who has not been notified
24 that its offer was found unacceptable may submit supplemental information amending its
25 Unpriced Technical Offer at any time until the closing date established by the procurement
26 officer and such submissions may be made at the request of the procurement officer or upon the
27 bidder's own initiative. 2 G.A.R., Div. 4, Chap. 3, §3109(t)(5). The procurement officer may
28 initiate Phase II of the procedure, if in the procurement officer's opinion, there are sufficient
acceptable Unpriced Technical Offers to assure effective price competition in the second phase

1 without technical discussion and if the procurement officer finds that such is not the case, the
2 procurement officer shall issue an amendment to the IFB or engage in technical discussions. 2
3 G.A.R., Div. 4, Chap. 3, §3109(t)(4). Thus, the Multi-Step Sealed Bidding Process gives the
4 purchasing agency two (2) opportunities to conduct these valuable discussions with bidders
5 during Phase I. The first opportunity, which is at the discretion of the purchasing agency, occurs
6 after the bidders submit their Unpriced Technical Offers. The second opportunity is mandatory
7 and occurs if there are insufficient acceptable Unpriced Technical Offers to assure effective price
8 competition in Phase II and the purchasing agency does not amend the bid. The later scenario is
9 exactly what occurred here.

10 As stated above, GSA only received three (3) Unpriced Technical Offers. GSA did not
11 conduct the voluntary technical discussions with the bidders. Further, GSA only found the
12 Unpriced Technical Offer, from FAR EAST, acceptable. Also, GSA did not amend the IFB after
13 it received the Unpriced Technical Offers. Thus, the provisions of 2 G.A.R., Div. 4, Chap. 3,
14 §3109(t)(4) applied and GSA was mandated to conduct technical discussions. However, instead
15 of conducting these discussions, or amending the bid, GSA chose to reject the Unpriced
16 Technical Offers from MORRICO and MID PAC and proceed to Phase II of the Multi-Step
17 Sealed Bidding Process with only one (1) Unpriced Technical Offer. The Public Auditor finds
18 that GSA violated 2 G.A.R., Div. 4, Chap. 3, §3109(t)(4) by doing so.

19 GSA argues that it followed the Multi-Step Sealed Bidding Process because it only
20 received one (1) responsive Unpriced Technical Offer.²⁷ As stated above, the purchasing agency
21 must evaluate Unpriced Technical Offers using only the criteria set forth in the invitation for
22 bids. 2 G.A.R., Div. 4, Chap. 3, §3109(t)(4). GSA rejected MORRICO and MID PAC's
23 Unpriced Technical Offers solely because they did not comply with the IFB's two-hundred-forty
24 (240) day delivery requirement and GSA believes this makes them unresponsive.²⁸ The IFB's
25 plain language does not support this argument. After reviewing the entire IFB and IFB
26 Amendment No. 1, the Public Auditor finds that it does not contain any language stating that the
27 failure of a bidder to submit an Unpriced Technical Offer strictly complying with the two-

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²⁷ Page 2, GSA's Agency Report filed on February 14, 2013.
²⁸ Id.

1 hundred-forty (240) day delivery requirement would result in an automatic rejection of the
2 Unpriced Technical Offer. Further, Guam Procurement Law and Regulations do not support
3 GSA's argument that it could find an Unpriced Technical Offer to be unresponsive. A
4 responsive bidder is generally defined as a bidder who submits a bid which conforms in all
5 material respects to the IFB (Bold Emphasis Added). 5 G.C.A. §5201(g) and 2 G.A.R., Div. 4,
6 §3109(n)(2). The term "bid", for the purposes of determining responsiveness, only applies to the
7 bid submitted in the second phase of the Multi-Step Sealed Bidding Process. 2 G.A.R., Div. 4,
8 Chap. 3, §3115(e)(3)(A). Further, a bid submitted in the second phase of the Multi-Step Sealed
9 Bidding Process can be rejected if it is non-responsive, that is, it does not conform in all material
10 respects to the invitation for bids. 2 G.A.R., Div. 4, Chap. 3, §3115(e)(3)(A)(ii). Thus, the
11 Public Auditor finds no merit in GSA's argument that it received only one (1) responsive
12 Unpriced Technical Offer and no merit in GSA's argument that it properly rejected MORRICO
13 and MID PAC's Unpriced Technical Offers.

14
15 **C. GSA must Amend the IFB to comply with Guam Procurement Law & Regulations.**

16 The Public Auditor finds that GSA must revise its solicitation to comply with Guam
17 Procurement Law and Regulations. If prior to award it is determined that a solicitation or
18 proposed award of a contract is in violation of law, then the solicitation or proposed award shall
19 be cancelled or revised to comply with the law. 5 G.C.A. §5451. As stated above, GSA violated
20 2 G.A.R., Div. 4, Chap. 4, §4103(b)(1)(c) by including two (2) unnecessary inspection trips for
21 two (2) GFD employees in the IFB specifications. GSA also violated 5 G.C.A. §5268(a) and 2
22 G.A.R., Div. 4, Chap. 4, §4109(a) and §4103(b)(1)(c), and 5 G.C.A. §5010 by including a two-
23 hundred-forty (240) day delivery time in the IFB specifications. GSA violated 2 G.A.R., Div. 4,
24 Chap. 3, §3109(t)(4) by proceeding to Phase II of the Multi-Step Sealed Bidding Process with
25 only one (1) Unpriced Technical Offer. Finally, GSA violated 5 G.C.A. §5201(g) and 2 G.A.R.,
26 Div. 4, §3109(n)(2) and 2 G.A.R., Div. 4, Chap. 3, §3115(e)(3)(A) by finding MORRICO and
27 MID PAC's Unpriced Technical Offers unresponsive and rejecting them. As these violations of
28 law occurred prior to award, GSA shall amend the IFB's specifications by deleting all

1 requirements which unnecessarily restrict competition, especially the two-hundred-forty-day
2 delivery requirement, and by deleting all solicitation or contract terms or conditions, such as a
3 requirement for time and place of bid opening, time of delivery or payment, liquidated damages,
4 or qualification of bidders, including the requirement for two (2) inspection trips paid for by the
5 contractor for two (2) GFD employees, and GSA shall ensure that only the essential physical
6 characteristics and functions required to meet the Government of Guam's minimum needs are
7 contained in the specifications. After the aforementioned amendment is issued, GSA shall
8 permit the bidders who submitted Unpriced Technical Offers to submit new Unpriced Technical
9 Offers or amend those they submitted in accordance 2 G.A.R., Div. 4, Chap. 3, §3109(t)(2).

11 IV. CONCLUSION

12 Based on the foregoing the Public Auditor hereby determines the following:

- 13 1. GSA violated 2 G.A.R., Div. 4, Chap. 4, §4103(b)(1)(c) by including two (2)
14 unnecessary inspection trips for two (2) GFD employees in the IFB specifications.
- 15 2. GSA also violated 5 G.C.A. §5268(a) and 2 G.A.R., Div. 4, Chap. 4, §4109(a) and
16 §4103(b)(1)(c), and 5 G.C.A. §5010 by including a two-hundred-forty (240) day delivery time in
17 the IFB specifications that unduly restricted competition.
- 18 3. GSA violated 5 G.C.A. §5201(g) and 2 G.A.R., Div. 4, §3109(n)(2) and 2 G.A.R.,
19 Div. 4, Chap. 3, §3115(e)(3)(A) by finding MORRICO and MID PAC's Unpriced Technical
20 Offers unresponsive and rejecting them.
- 21 4. MORRICO's Appeal is hereby SUSTAINED.
- 22 5. GSA's January 23, 2013 notice to FAR EAST that GSA would proceed to Phase II,
23 and GSA's notices to MORRICO and MID PAC advising them their Unpriced Technical Offers
24 were rejected due to non-conformance with the IFB's two-hundred-forty (240) day delivery
25 requirement are hereby deemed null and void *ab initio* and shall no longer have any force or
26 effect.
- 27 6. No later than thirty (30) days after this Decision is issued, GSA shall issue an
28 Amendment to the IFB, the IFB's specifications by deleting all requirements which

1 unnecessarily restrict competition, especially the two-hundred-forty-day delivery requirement,
2 and by deleting all solicitation or contract terms or conditions, such as a requirement for time and
3 place of bid opening, time of delivery or payment, liquidated damages, or qualification of
4 bidders, including the requirement for two (2) inspection trips paid for by the contractor for two
5 (2) GFD employees, and GSA shall ensure that only the essential physical characteristics and
6 functions required to meet the Government of Guam's minimum needs are contained in the
7 specifications. After the aforementioned amendment is issued, GSA shall give the bidders who
8 submitted Unpriced Technical Offers a minimum of thirty (30) days to submit new Unpriced
9 Technical Offers or amend those they submitted in accordance 2 G.A.R., Div. 4, Chap. 3,
10 §3109(t)(2). Thence GSA shall proceed with the solicitation in accordance with Guam's
11 Procurement Law and Regulations.

12 7. The Public Auditor finds that MORRICO is not entitled to its reasonable costs
13 incurred in connection with the solicitation and MORRICO's protest, excluding attorney's fees,
14 pursuant to 5 G.C.A. §5425(h), because it has not been determined whether MORRICO should
15 have been awarded the contract or whether there was a reasonable likelihood that MORRICO
16 may have been awarded the contract because three (3) bidders submitted Unpriced Technical
17 Offers and GSA did not score MORRICO's Unpriced Technical Offer to determine whether it
18 was acceptable, potentially acceptable, or unacceptable in accordance with 2 G.A.R., Div. 4,
19 Chap. 3, §3109(t)(4).

20 This is a Final Administrative Decision. The Parties are hereby informed of their right to
21 appeal from a Decision by the Public Auditor to the Superior Court of Guam, in accordance with
22 Part D of Article 9, of 5 G.C.A. within fourteen (14) days after receipt of a Final Administrative
23 Decision. 5 G.C.A. §5481(a).

24 A copy of this Decision shall be provided to the parties and their respective attorneys, in
25 ///

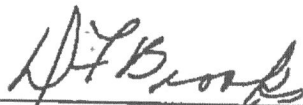
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1 accordance with 5 G.C.A. §5702, and shall be made available for review on the OPA Website
2 www.guamopa.org.
3

4 DATED this 19th day of April, 2013.
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10 DORIS FLORES BROOKS, CPA, CGFM
11 PUBLIC AUDITOR
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SOLID WASTE
MANAGEMENT
CONSULTANTS
R E C E I V E R

November 22, 2015

Mr. Kevin J. Fowler
Attorney at Law
865 South Marine Corps Drive
Suite 201
Tamuning, Guam 96913

Dear Mr. Fowler:

This letter is in response to your protest letter dated September 28, 2015, on behalf of your client Morrico Equipment, LLC ("Morrico"). Although your protest is untimely, it is also moot as GSWA is cancelling IFB GSWA004-15. A separate Notice of Cancellation is being issued.

Thank you.

Sincerely,

A handwritten signature in black ink, which appears to read "David L. Manning". The signature is fluid and cursive.

David L. Manning
Receiver Representative

c.c. Vanessa L. Williams, Esq.