



Jerrick Hernandez &lt;jhernandez@guamopa.com&gt;

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**Notice of Procurement Appeal - Morrico Equipment, LLC**

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**Tabitha H. Madarang** <tadarang@rwtguam.com>

Mon, Apr 22, 2024 at 4:42 PM

To: Jerrick Hernandez &lt;jhernandez@guamopa.com&gt;

Cc: "Joshua D. Walsh" &lt;jdwalsh@rwtguam.com&gt;, Sosanbra Salas &lt;ssalas@rwtguam.com&gt;, "Joseph C. Razzano" &lt;jrazzano@rwtguam.com&gt;

Hafa Adai Mr. Hernandez,

Please see attached Notice of Procurement Appeal by Morrico Equipment, LLC for filing with the OPA.

Should you have any questions, please feel free to contact our office. Thank you.

Sincerely yours,

*Tabitha H. Madarang***RAZZANO WALSH & TORRES, P.C.**

139 Murray Blvd. Ste. 100

Hagatna, Guam 96910

Tel. 671-989-3009

**Morrico Notice of Procurement Appeal.pdf**

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**RAZZANO WALSH & TORRES, P.C.**

JOSEPH C. RAZZANO  
JOSHUA D. WALSH  
PAN AMERICAN BUILDING  
Suite 100, 139 Murray Blvd.  
Hagåtña, Guam 96910  
Telephone: (671) 989-3009  
Facsimile: (671) 989-8750  
Electronic Service: eservice@rwtguam.com

*Counsel for Appellant Morrico Equipment, LLC*

**PROCUREMENT APPEAL OF DENIAL OF PROCUREMENT PROTEST**

**THE OFFICE OF PUBLIC ACCOUNTABILITY**

**PART I.**

In the Procurement Appeal of	)	<b>NOTICE OF PROCUREMENT</b>
	)	<b>APPEAL</b>
MORRICO EQUIPMENT, LLC,	)	
	)	
Appellant.	)	Docket No. OPA-PA_____
_____	)	

**PART II: APPELLANT INFORMATION**

Appellant's Name	Morrigo Equipment, LLC ("Morrigo")
Appellant's Mailing Address	197 Ypao Road, Tamuning, Guam, 96913
Appellant's Business Address	197 Ypao Road, Tamuning, Guam, 96913
Appellant Representative's Direct Email Address	joel.lesh@morrigoequipment.com
Appellant's Phone	671-649-1946

Appellant's Facsimile	671-649-1947
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Appellant is represented by legal counsel in this appeal. For purposes of this appeal, please direct correspondence to Morrico Equipment, LLC ("Morrico") lead counsel, Joseph C. Razzano of Razzano Walsh & Torres, P.C.

Counsel's Mailing Address	139 Murray Blvd. Ste. 100, Hagatna, Guam 9691
Counsel's Telephone	671-989-3009
Counsel's Facsimile	671-989-8750
Counsel's Direct Email Address	jrazzano@rwtguam.com

**PART III: APPEAL INFORMATION**

- A. Purchasing Agency: Guam Solid Waste Authority ("GSWA").
- B. Solicitation Number: Invitation for Bid No. GSWA-004-24: 24 Compact Wheel Loader with Attachments.
- C. The Decision being appealed was provided to the Appellant on April 5, 2024. The Decision was made by the agency General Manager, Irvin Silke.
- D. This Appeal is made from the Denial of Procurement Protest on Award provided to Morrico April 5, 2024.
- E. The name of the only competing offeror known to Appellant is: Far East Equipment Company, LLC ("Far East Equipment").

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## PART IV: STATEMENT OF GROUNDS FOR APPEAL

### A. THE GROUNDS FOR APPEAL

#### 1. Relevant Procedural and Factual History

On November 3, 2023, the GSWA issued GSWA-004-24, a procurement solicitation seeking a Compact Wheel Loader with Attachments (the “IFB”). The IFB carried a single description of what GSWA was seeking: a “compact wheel loader with attachments.” **Exhibit A** ¶ p.32 (IFB Description). GSWA also advised offerors that it had formulated additional information on the wheel loader in reliance upon the specifications of a “John Deere model 244P,” but that “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.” *See*, **Exhibit D** (GSWA Bid Answer, November 14, 2024); **Exhibit A** ¶ 18 (IFB General Terms and Conditions).

On December 5, 2023, Morrico submitted its bid for a compact wheel loader with attachments, with a price \$47,000 less expensive than the John Deere 244 P offered by Far East Equipment. *See*, Compare **Exhibit A** with **Exhibit F** (Far East Bid Submission). On December 13, 2023, Morrico received word that that agency had rejected its bid due to “non-conformance with the specifications.” **Exhibit B** (Bid Status form). Since it became apparent that the agency had improperly restricted the bid to a

*de facto* sole source procurement by wherein only the specification of the “John Deere model 244P” could comply, Morrigo filed a procurement protest with the GSWA on December 27, 2023. *See, Exhibit C.* GSWA denied the protest on April 5, 2024, and this appeal followed. *See Exhibit E.*

## **2. Timeliness of Protest and Appeal.**

GCA 5 §5425(a) requires that Protests must be made within 14 days of the issues leading to the protest being known by the Protester (Morrigo in this case). The issues documented in this protest appeal became known to Morrigo on December 13, 2023, it became clear to Morrigo that the agency had not simply used the “John Deere model 244P” as a descriptive brand identifier, but instead as a restrictive requirement limiting competition and directing an award to a single supplier. Morrigo raised its protest to GSWA on December 27, 2023. This Appeal comes within fifteen days after GSWA issued its protest decision to Morrigo, and is within the fifteen day protest appeal period set by 5 GCA § 5425(e). Therefore, both Morrigo’s agency level protest and subsequent appeal to the OPA meet the timeliness standards required by applicable law and regulation.

## **3. Basis for Protest and Appeal: GSWA’s use of the specifications for the John Deere model 244P have created an impermissible procurement restriction.**

5 GCA § 5265 provides that: “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.” In addition, 5 GCA § 5268(a) provides that: “Specifications shall not include requirements, such as but not limited to

restrictive dimensions, weights or materials, which unnecessarily restrict competition, and shall include only the essential physical characteristics and functions required to meet the Territory's minimum needs." An agency should avoid specifications peculiar to one manufacturer and, instead, should develop specifications that "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." 5 GCA § 5268(b) and (c). More, when an agency like GSWA opts to utilize a brand name specification, its use is limited to instances where the purchasing officer formally determines in writing that only the specified brand can adequately fulfill the needs of the territory. The government is also obligated to actively pursue multiple competitive sources for brand name items. Failing to do so necessitates resorting to the sole source method for source selection, as stipulated in § 4103(b)(2)(c)(ii).

Morrice's bid on the solicitation offered the government a wheel loader in the same class and with the same performance capabilities as the John Deere model 244P, though with several *de minimis* deviations from the John Deere. These deviations from the brand specific specifications were explained to the agency as allowed under ¶18 of the general terms and conditions of the bid. When GSWA rejected its bid on the basis that Morrice did not match the exact John Deere specifications, it became apparent that GSWA had mounted a *de facto* sole source procurement, but without adhering to the formalities required of such a procurement. This violated the law, and mandates that

the procurement be corrected so as to bring about maximum competition to protect the taxpayers and ratepayers of Guam.

**B. RULING REQUESTED**

Morrigo respectfully requests that the Office of Public Accountability issue an Order declaring the following:

- (1) That GSWA's application of the John Deere 244P specifications in a restrictive manner violates the Guam Procurement Code and Regulations governing brand name specifications, and was arbitrary, capricious and an abuse of discretion;
- (2) That GSWA's restrictive application of the John Deere 244P specifications without appropriate written findings was arbitrary, capricious and an abuse of discretion;
- (3) That GSWA's denial of Morrigo's protests was unreasonable, arbitrary, capricious and an abuse of discretion;
- (4) That the automatic stay of procurement arising under 5 G.C.A. §5425(g) be confirmed in place; and
- (5) For such further relief that the OPA deems appropriate.

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

Submitted with this appeal are the following supporting exhibits, evidence, and documents:

- (1) Morrico's submission under Invitation for Bid GSWA-004-24, for a Compact Wheel Loader with Attachments is attached as **Exhibit A**.
- (2) Bid Status from December 14, 2023, is attached as **Exhibit B**.
- (3) Morrico agency procurement protest filed on December 27, 2023, of Invitation for Bid GSWA-004-24 is attached as **Exhibit C**.
- (4) GSWA response identifying "John Deere model 244P" as brand identity for IFB specifications is attached as **Exhibit D**.
- (5) GSWA protest denial is attached as **Exhibit E**.
- (6) Far East Equipment Bid is attached as **Exhibit F**.

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**PART V: DECLARATION RE: COURT ACTION**

The undersigned does hereby confirm that to the best of his knowledge, no case or action concerning the IFB that is subject of this Appeal has been commenced in court. The undersigned party agrees to notify the Office of Public Accountability within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Respectfully submitted this 22<sup>nd</sup> day of April, 2024.


**RAZZANO WALSH & TORRES, P.C.**

By:   
\_\_\_\_\_  
**JOSEPH C. RAZZANO**  
**JOSHUA D. WALSH**  
*Attorneys for Appellant Morrico  
Equipment LLC.*

**VERIFICATION**

I, Jesse Munoz, a duly authorized representative of Appellant Morrico, hereby declares 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 22<sup>nd</sup> day of April, 2024.

  
\_\_\_\_\_  
**JESSE MUNOZ**  
*Sales Manager  
Morrico Equipment LLC.*



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Lt. Governor of Guam

IRVIN L. SLIKE  
General Manager



## INVITATION FOR BID NO.: GSWA-004-24

### DESCRIPTION: COMPACT WHEEL LOADER W/ ATTACHMENTS

#### SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

( X ) BID GUARANTEE (15% of Bid Amount) May be in the form of:

**Reference #11 on the General Terms and Conditions**

- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
  - 1. Current Certificate of Authority issued by the Insurance Commissioner;
  - 2. Power of Attorney issued by the Surety to the Resident General Agent;
  - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

( X ) BROCHURES/DESCRIPTIVE LITERATURE:

( X ) AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSION, & CONFLICT OF INTEREST

- a. Date of signature of the person authorize to sign the bid and the notary date must be the same.

( X ) OTHER REQUIREMENTS:

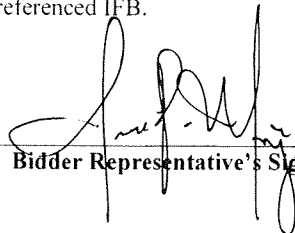
Affidavit re Non-Collusion, Affidavit re No Gratuities or Kickbacks, Affidavit re Ethical Standards, Affidavit D.O.L. Wage Determination, Affidavit re Contingent Fees, Special Provision; Restriction Against Sexual Offenders

( X ) CURRENT BUSINESS LICENSE / CONTRACTOR'S LICENSE / SPECIALTY LICENSE

**IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID**

**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 bid.**

On this 27th day of November, 2023, I Jesse Munoz, authorized representative of Morrigo Equipment acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.



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



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam


JOSHUA P. TENORIO  
Secretary of State

IRVIN L. SLIKE  
General Manager



## INVITATION FOR BID

ISSUING OFFICE:

  
IRVIN L. SLIKE  
General Manager

10/31/23  
DATE

GUAM SOLID WASTE AUTHORITY  
546 NORTH MARINE CORPS DRIVE  
TAMUNING, GUAM 96913

DATE ISSUED:	11/03/2023
BID INVITATION NO.:	GSWA-004-24
BID FOR:	COMPACT WHEEL LOADER W/ ATTACHMENTS
SPECIFICATION:	SEE ATTACHED
DESTINATION:	GUAM SOLID WASTE AUTHORITY
REQUIRED DELIVERY DATE:	200 DAYS UPON RECEIPT OF PURCHASE ORDER

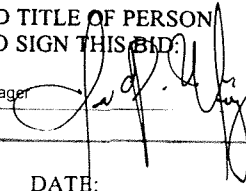
### INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER:  INDIVIDUAL  PARTNERSHIP  CORPORATION  
INCORPORATED IN: \_\_\_\_\_ Limited Liability Corporation  X

This bid shall be submitted in duplicate and sealed to the issuing office no later than (Time) **1:00PM**,  
Date: **11/20/2023**, and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected.  
See attached General Terms and Conditions and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within one hundred twenty (120) calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:  
Morrico Equipment LLC  
197 Ypao Road,  
Tamuning Guam 96913

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID:  
  
Jesse Munoz Sales Manager

AWARD: CONTRACT NO.: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ DATE: \_\_\_\_\_

ITEM NO(S). AWARDED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTING OFFICER:

IRVIN L. SLIKE      DATE  
General Manager

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS CONTRACT:

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

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND  
CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233, as amended by P.L. 36-13 (4/9/2021))

CITY OF Tamuning )  
 ) ss.  
 ISLAND OF GUAM )

Preface: As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by \_\_\_\_\_, with principal place of business street address being: \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well:

Name of Owner	Principal Place of Business Street Address	% of Interest
<u>Atkin Kroll Inc.</u>	<u>443 South Marine Corps Drive, Tamuning, Guam 96913</u>	<u>100%</u>
_____	_____	_____
_____	_____	_____

- One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 G.C.A. § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

\_\_\_\_\_

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
Morrigo Equipment Holdings Inc.	197 Ypao Road, Tamuning Guam 96913	100%

Name of other >10% Owner Business or Artificial Person:

\_\_\_\_\_

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/ Offeror/ Prospective Contractor / Third Tier Owners) are as follows [if none, please so state]

Second Tier Owner Name \_\_\_\_\_

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

Affidavit Disclosing Ownership, Influence,  
 Commissions and Conflicts of Interest  
 (SI Procurement Form 002 (Rev. 11/17/2021))

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person.

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
Jesse Munoz	Sales Manager	197 Ypao Road, Tamuning Guam 96913	Jesse.Munoz@morricoequipment.com

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

Affidavit Disclosing Ownership, Influence,  
Commissions and Conflicts of Interest  
OF Procurement Form 0912 (Rev. 11/17/2021)

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on November 27, 2023  
(date)

Jesse Munoz Sales Manager

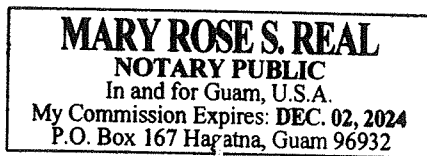
Signature of one of the following  
Bidder/Offeror/Prospective Contractor, if a licensed individual  
Owner of sole proprietorship Bidder/Offeror/Prospective  
Contractor  
Partner, if the Bidder/Offeror/Prospective Contractor is a  
partnership  
Officer, if the Bidder/Offeror/Prospective Contractor is a  
corporation

Subscribed and sworn to before me

This 27th day of November, 2023

NOTARY PUBLIC

My commission expires DECEMBER 02, 2024



**AFFIDAVIT RE NON-COLLUSION**

CITY OF Tamuning )  
 ) SS.  
ISLAND OF GUAM )

Jesse Munoz [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]  
Morroco 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, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this 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.

Jesse Munoz Sales Manager

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 27th day of November, 2023.

NOTARY PUBLIC  
My commission expires December 02, 2024

AG Procurement Form 003 (Jul. 12, 2019)

**MARY ROSE S. REAL**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: **DEC. 02, 2024**  
P.O. Box 167 Hagatna, Guam 96932





**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

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

The affiant is an Officer of the offeror [state one 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 officers, representatives, agents, subcontractors or employees of offeror have 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).

Jesse Munoz Sales Manager

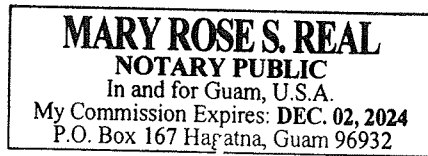
Signature of one of the following:

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 27th day of November, 2023

[Signature]  
NOTARY PUBLIC

My commission expires DECEMBER 02, 2024.



**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No.: GSWA-004-24

Name of Offeror Company: Morrco Equipment LLC

I, Jesse Munoz hereby certify under penalty of perjury:

(1) That I am an Officer of the offeror [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.

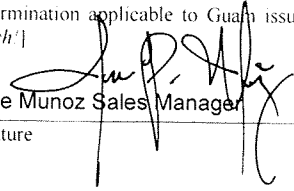
The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the 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 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!]

  
Jesse Munoz Sales Manager

Signature

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Daniel W. Simms | Division of | Wage Determination No.: 2015-5693  
 Director | Wage Determinations | Revision No.: 19  
 Date Of Last Revision: 07/17/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
 Northern Marianas Statewide  
 Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.75***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.62***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		22.97
01290 - Rental Clerk		11.10***
01300 - Scheduler, Maintenance		15.55***
01311 - Secretary I		15.55***
01312 - Secretary II		17.40
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		15.40***
01410 - Supply Technician		21.43
01420 - Survey Worker		16.96
01460 - Switchboard Operator/Receptionist		10.78***
01531 - Travel Clerk I		13.01***
01532 - Travel Clerk II		14.12***
01533 - Travel Clerk III		15.09***
01611 - Word Processor I		14.53***

01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.20
05010 - Automotive Electrician	16.16***
05040 - Automotive Glass Installer	15.11***
05070 - Automotive Worker	15.11***
05110 - Mobile Equipment Servicer	12.96***
05130 - Motor Equipment Metal Mechanic	17.20
05160 - Motor Equipment Metal Worker	15.11***
05190 - Motor Vehicle Mechanic	17.20
05220 - Motor Vehicle Mechanic Helper	11.87***
05250 - Motor Vehicle Upholstery Worker	14.06***
05280 - Motor Vehicle Wrecker	15.11***
05310 - Painter, Automotive	16.16***
05340 - Radiator Repair Specialist	15.11***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.10***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.69***
07130 - Food Service Worker	10.11***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.73***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.75
09040 - Furniture Handler	11.37***
09080 - Furniture Refinisher	18.75
09090 - Furniture Refinisher Helper	13.77***
09110 - Furniture Repairer, Minor	16.32
09130 - Upholsterer	18.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69***
11060 - Elevator Operator	9.69***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	10.13***
11150 - Janitor	10.13***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.67***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	11.32***
12000 - Health Occupations	
12010 - Ambulance Driver	18.96
12011 - Breath Alcohol Technician	18.96
12012 - Certified Occupational Therapist Assistant	26.02
12015 - Certified Physical Therapist Assistant	26.02
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	28.73
12035 - Electroneurodiagnostic Technologist	28.73
12040 - Emergency Medical Technician	18.96
12071 - Licensed Practical Nurse I	16.95
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.14
12100 - Medical Assistant	13.42***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.95
12210 - Nuclear Medicine Technologist	41.68
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.97***
12223 - Nursing Assistant III	15.24***
12224 - Nursing Assistant IV	17.12
12235 - Optical Dispenser	18.96
12236 - Optical Technician	16.95
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	16.95
12305 - Radiologic Technologist	28.73
12311 - Registered Nurse I	23.50
12312 - Registered Nurse II	28.73
12313 - Registered Nurse II, Specialist	28.73
12314 - Registered Nurse III	34.76
12315 - Registered Nurse III, Anesthetist	34.76
12316 - Registered Nurse IV	41.68
12317 - Scheduler (Drug and Alcohol Testing)	23.50

12320	- Substance Abuse Treatment Counselor	23.50
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	21.42
13012	- Exhibits Specialist II	26.53
13013	- Exhibits Specialist III	32.45
13041	- Illustrator I	21.42
13042	- Illustrator II	26.53
13043	- Illustrator III	32.45
13047	- Librarian	29.38
13050	- Library Aide/Clerk	17.05
13054	- Library Information Technology Systems Administrator	26.53
13058	- Library Technician	18.11
13061	- Media Specialist I	19.15
13062	- Media Specialist II	21.42
13063	- Media Specialist III	23.87
13071	- Photographer I	19.15
13072	- Photographer II	21.42
13073	- Photographer III	26.53
13074	- Photographer IV	32.45
13075	- Photographer V	39.27
13090	- Technical Order Library Clerk	21.42
13110	- Video Teleconference Technician	19.15
14000	- Information Technology Occupations	
14041	- Computer Operator I	15.71***
14042	- Computer Operator II	17.22
14043	- Computer Operator III	19.19
14044	- Computer Operator IV	21.33
14045	- Computer Operator V	23.62
14071	- Computer Programmer I	(see 1) 15.73***
14072	- Computer Programmer II	(see 1) 19.50
14073	- Computer Programmer III	(see 1) 23.84
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1) 24.23
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	15.71***
14160	- Personal Computer Support Technician	21.33
14170	- System Support Specialist	21.24
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	24.23
15020	- Aircrew Training Devices Instructor (Rated)	29.32
15030	- Air Crew Training Devices Instructor (Pilot)	34.91
15050	- Computer Based Training Specialist / Instructor	24.23
15060	- Educational Technologist	29.40
15070	- Flight Instructor (Pilot)	34.91
15080	- Graphic Artist	20.47
15085	- Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086	- Maintenance Test Pilot, Rotary Wing	34.91
15088	- Non-Maintenance Test/Co-Pilot	34.91
15090	- Technical Instructor	17.67
15095	- Technical Instructor/Course Developer	23.78
15110	- Test Proctor	15.70***
15120	- Tutor	15.70***
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	10.83***
16030	- Counter Attendant	10.83***
16040	- Dry Cleaner	12.36***
16070	- Finisher, Flatwork, Machine	10.83***
16090	- Presser, Hand	10.83***
16110	- Presser, Machine, Drycleaning	10.83***
16130	- Presser, Machine, Shirts	10.83***
16160	- Presser, Machine, Wearing Apparel, Laundry	10.83***
16190	- Sewing Machine Operator	12.88***
16220	- Tailor	13.40***
16250	- Washer, Machine	11.34***
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	19.46
19040	- Tool And Die Maker	24.46
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	15.36***
21030	- Material Coordinator	22.97
21040	- Material Expediter	22.97
21050	- Material Handling Laborer	12.57***
21071	- Order Filler	10.62***
21080	- Production Line Worker (Food Processing)	15.36***
21110	- Shipping Packer	17.12
21130	- Shipping/Receiving Clerk	17.12
21140	- Store Worker I	15.83***
21150	- Stock Clerk	22.26

21210 - Tools And Parts Attendant	15.36***
21410 - Warehouse Specialist	15.36***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61***
23125 - Cable Splicer	22.47
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician, Maintenance	19.37
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61***
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61***
23370 - General Maintenance Worker	13.24***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61***
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.27
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	18.10
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	12.57***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist, Maintenance	20.72
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	17.04
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker, Maintenance	19.55
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.96
23932 - Telecommunications Mechanic II	21.24
23950 - Telephone Lineman	20.62
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61***
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01***
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	

25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.92
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80
30463 - Technical Writer III	37.27
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.66



30621 - Weather Observer, Senior	(see 2)	25.19
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		33.11
31020 - Bus Aide		8.97***
31030 - Bus Driver		11.73***
31043 - Driver Courier		10.26***
31260 - Parking and Lot Attendant		9.91***
31290 - Shuttle Bus Driver		11.65***
31310 - Taxi Driver		11.41***
31361 - Truckdriver, Light		11.21***
31362 - Truckdriver, Medium		12.16***
31363 - Truckdriver, Heavy		16.11***
31364 - Truckdriver, Tractor-Trailer		16.11***
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		16.14***
99030 - Cashier		10.01***
99050 - Desk Clerk		9.71***
99095 - Embalmer		27.37
99130 - Flight Follower		27.37
99251 - Laboratory Animal Caretaker I		24.31
99252 - Laboratory Animal Caretaker II		26.56
99260 - Marketing Analyst		21.54
99310 - Mortician		27.37
99410 - Pest Controller		16.07***
99510 - Photofinishing Worker		14.38***
99710 - Recycling Laborer		17.32
99711 - Recycling Specialist		23.38
99730 - Refuse Collector		16.40
99810 - Sales Clerk		10.63***
99820 - School Crossing Guard		17.96
99830 - Survey Party Chief		23.99
99831 - Surveying Aide		13.65***
99832 - Surveying Technician		17.73
99840 - Vending Machine Attendant		24.31
99841 - Vending Machine Repairer		30.96
99842 - Vending Machine Repairer Helper		24.31

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

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

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

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

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\*

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AFFIDAVIT re CONTINGENT FEES

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

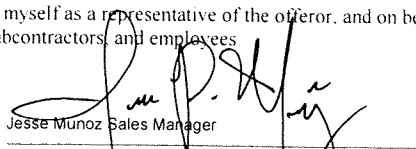
Jesse Munoz [state name of affiant signing below], being first duly sworn, deposes and says that:

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

  
Jesse Munoz Sales Manager

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 27th day of November, 2023

  
NOTARY PUBLIC  
My commission expires December 02, 2024

**MARY ROSE S. REAL**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: **DEC. 02, 2024**  
P.O. Box 167 Hagatna, Guam 96932

AG Procurement Form 007 (Jul 15, 2016)

**CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS**

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to an Offeror, then the service provider must warrant 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 of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the GSWA of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on government of Guam property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the GSWA will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the GSWA, and the service provider shall notify the GSWA when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the GSWA, then the GSWA in its sole discretion may suspend temporarily any contract for services.

---

I, Jesse Munoz being a duly authorized representative of the Offeror.  
(print name)

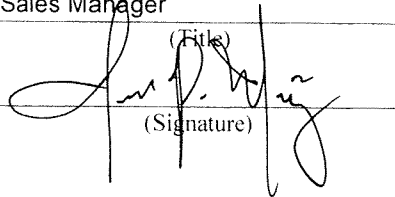
acknowledge the requirements described above, have ensured that the Proposal as submitted addresses these requirements, and certify that if awarded the contract, the Offeror will follow these mandates.

Morrco Equipment LLC

(Company Name)

Sales Manager

(Title)

  
(Signature)

11/27/23

(Date)



GUAM SOLID WASTE AUTHORITY  
 546 NORTH MARINE CORPS DRIVE TAMUNING, GUAM 96913  
 TEL: (671) 646-3111 | FAX: (671) 649-3777  
 WWW.GUAMSOLIDWASTEAUTHORITY.COM

**BID BOND**

NO. \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to the Guam Solid Waste Authority, 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.





GUAM SOLID WASTE AUTHORITY  
 546 NORTH MARINE CORPS DRIVE TAMUNING, GUAM 96913  
 TEL: (671) 646-3111 | FAX: (671) 649-3777  
 WWW.GUAMSOLIDWASTEAUTHORITY.COM

**BID BOND**

Bond No.: CIC-SUBID23-1041

NO. GSWA-004-24

KNOW ALL MEN BY THESE PRESENTS that Morrigo 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) GSWA-004-24 Bid for Compact Wheel Loader w/attachments

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 22nd day of November, 2023

Percival DLG Acejo  
 (WITNESS)

Senior Account Broker - AB RISK SOLUTIONS  
 (TITLE)

Cornelio L. Matanguihan  
 (MAJOR OFFICER OF SURETY)

General Manager - Century Insurance Company  
 (TITLE)

Morrigo Equipment, LLC  
 (PRINCIPAL)

**MORRICO EQUIPMENT**  
 Sales, Rental, Parts and Service  
 197 Ypao Road Tamuning, Guam 96913  
 Tel: 649-1946 Fax: 649-1947  
 Website: www.morrigoequipment.com

Kevin K. Ward  
 (MAJOR OFFICER OF SURETY)

Vice President and Director - Century Insurance Company  
 (TITLE)

Assurance Brokers, Inc. dba AB RISK SOLUTIONS  
 (RESIDENTIAL GENERAL AGENT)

SEE INSTRUCTIONS IN BACK PAGE FOR SUPPORTING DOCUMENTS REQUIRED.

**GOVERNMENT OF GUAM**  
**DEPARTMENT OF REVENUE AND TAXATION**  
**OFFICE OF THE BANKING AND INSURANCE COMMISSIONER**  
**CERTIFICATE OF AUTHORITY**

**RENEWAL**

**COA372**

*Know All Men By These Presents That:*

**Name**      **CENTURY INSURANCE CO (GUAM) LTD**

**Address**    219 SOUTH MARINE CORP DRIVE  
TAMUNING,, GU 96913

STE 102 CENTURY PLAZA BUILDING

**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 **1st** day of **July, 2023** to the **1st** day of **July, 2024** unless authority is revoked for failure to comply with the law.*

**General Agent(s):**

ASSURANCE BROKERS INC. (GUAM) DBA AB RISK SOLUTIONS  
CENTURY INSURANCE CO (GUAM) LTD

*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 **1st** day of **July, 2023***

*Antonio Soriano*  
*for*  
*2/28/23*

  
**MICHELLE B. SANTOS**  
Banking & Insurance Commissioner

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 the Guam Solid Waste Authority). 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 Guam Solid Waste Authority 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 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.

13. **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.

14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Guam Solid Waste Authority 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 3-401).

16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Guam Solid Waste Authority 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.

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

18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating 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.

19. **CONTRACT AWARD:** In accordance with 5 GCA § 5211(g) and 2 GARR § 3109(n), after bids are publicly opened, an award will be made with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. The award will be made by

- Purchase Order
- Standard Form Contract

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 Guam Solid Waste Authority 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. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1)

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 3/4" in height.

25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Solid Waste Authority, Telephone No. 647-4312 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 the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

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

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 11-207).

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. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.

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 6-101-08 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 Guam Solid Waste Authority of such delay. Notification shall be in writing and shall be received by the Guam Solid Waste Authority 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. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.

42. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for

damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).

[ x ] 43. **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.

[ x ] 44. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div. 4 §3121 (e)(1)(D).

[ x ] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, Please designate a person whom we may contact for prompt administration.

Name: Jesse Munoz

Title: Sales Manager

Address: Morrigo Equipment LLC  
197 Ypao Road,  
Tamuning, Guam 96913

Telephone: (671)649-1946

## 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 Section 6114 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 Guam Solid Waste Authority.
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.
  - e. No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
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 3-202)
  - 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.
9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
11. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bid is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, successful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

- 12. TERMINATION OF CONTRACT: 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)**
- (a) **Termination:** The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated when termination becomes effective.
  - (b) **Contractor's Obligations:** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
  - (c) **Condition of Termination:** Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.
- 13. 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.
- 14. RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).
- 15. 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.
- 16. PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations – GAR § 11170(e)
- 17. STATEMENT OF QUALIFICATIONS** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
- 18. WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
- (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
  - (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
  - (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
  - (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
  - (e) Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less that One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all black wages and benefits due. 5 GCA § 5803
  - (f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.  
During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been on probationary status, or has been assessed a monetary



penalty pursuant to 5 GCA Article 13 Title 5 may appeal such penalty of probationary status to the Superior Court of Guam. 5 GCA § 5804

- (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA § 5805
  - (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.
19. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any Government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. – GAR § 11103 (b).
20. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or Understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any contract with the government of Guam or its agencies. GAR § 11108(f)
21. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253(b):** : Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.
- Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.
22. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on 7Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.
23. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion — GAR § 3126
24. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
25. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder shall not discriminate against any employee or applicant for 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.
26. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233) As a condition of submitted a bid, 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 the outstanding interest or shares in said month period immediately preceding submission of proposal.



# GUAM SOLID WASTE AUTHORITY



LOURDES A. LEON GUERRERO

JOSHUA F. TENORIO

IRVIN L. SLIKE

November 27, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

### AMENDMENT NO. 3

1. Amend page 31 of 34

**From:**

Bid Due Date & Bid Opening at the Guam Solid Waste  
Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl.  
546 N. Marine Corps Dr., Tamuning, Guam


Tuesday, November 28, 2023  
at 1:00PM  
Chamorro Standard Time

**To Now Read:**

Bid Due Date & Bid Opening at the Guam Solid Waste  
Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl.  
546 N. Marine Corps Dr., Tamuning, Guam

Tuesday, December 5, 2023  
at 1:00PM  
Chamorro Standard Time

\*All others remain the same.

  
**Irvin L. Silke,**  
General Manager

#### ACKNOWLEDGEMENT RECEIPT

Return to GSWA by email or fax.

Received By: Paul Eustaquio  
Date: 11/27/23  
Company Name: Morrice Equipment  
Fax to: 671-649-3777  
Email: [procurement@gswa.guam.gov](mailto:procurement@gswa.guam.gov)



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA S. TENDRIO  
Lieutenant Governor of Guam

IRVIN L. SLIKE  
General Manager



ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	PRICE EXTENSION
1.0	Compact Wheel Loader w/ Attachments	1	EA	\$ 180,557.00	\$ 180,557.00

### SPECIFICATIONS:

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.

	COMPLY / NON-COMPLIANCE
<b>Engine:</b> Gross HP at 2400 RPM: 73 HP minimum	Comply
Peak Torque at 1560 RPM: 206 foot lbs. minimum	Comply
Emissions: Compliant with EPA Final Tier 4/EU Stage V	Comply
Four cylinders	Comply
<b>Powertrain:</b> Hydrostatic with infinitely variable speed control over full range of operating speeds. 2 speed ranges, joystick mounted F-N-R, acceleration pedal.	Comply
Axles: Fixed, 100% differential, manually engaged front axle, fixed conventional differential rear axle or oscillating rear axle	Comply
Max rise and fall single wheel: 15 inches maximum, 14 inch minimum	Please see attached letter of deviation
Hydraulically activated, self-adjusting internal wet disc brakes and driveline drum brake	Comply
<b>Cooling:</b> Hydraulically driven, proportionally controlled fan or belt-driven fan	Please see attached letter of deviation
Articulation Angle: 30 degrees each direction	Comply
Cylinders: Heat treated chrome plated polished cylinder rods, hardened steel, replaceable bushings and pivot pins	Comply
<b>Hydraulics:</b> Main pump (loader and steering): 18 GPM standard, 29 GPM with high flow option.	Comply
Quick Coupling: Conforms with ISO 16028 quick coupling for all attachments	Comply
<b>Electrical:</b> Voltage: 12-volt or 24-volt electrical system	Comply
Battery: One (1) 24-volt or two (2) 12-volt	Comply
Battery capacity: One (1) 925 CCA or Two (2) 900 CCA	Comply
<b>Cab:</b> Seat: Air ride high back with head rest and dual lumbar support or mechanical suspension seat	Comply
Noise: Operator ear 70 dBA, Bystander 101 dBA	



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Governor of Guam

IRVIN L. SLIKE  
General Manager



	<u>COMPLY / NON-COMPLIANCE</u>
Air conditioning	Comply
Steering: Dual tilt and telescoping steering column	Comply
Performance: Conforms with SAE J1040, SAE J231, ISO 3471 and ISO 3449 ROPS/FOPS	Comply
<b>Operating Weight:</b> ISO quick coupler and 1CY general purpose bucket / bolt on edge 12,250 lbs. minimum	Comply
1.4 CY multi-purpose bucket: 12,800 lbs. maximum	Please see attached Letter of Deviation
Wheelbase: 7 feet minimum	Comply
Dump clearance: 40-degree full height – 8 feet 3 inches	Comply
Reach: 40-degree full height – 32 inches	Comply
Fork height fully raised: 10 feet minimum	Comply
Fork tipping load straight: 7000 lb. maximum	Comply
<b>Attachments:</b> ISO quick coupling mechanism: Conforms with ISO 16028	Comply
One (1) additional 1.4 CY bucket with bolt on edge	Please see attached Letter of Deviation
One (1) Tink claw bucket model 520 or equal	Comply
One (1) 60-inch pick-up broom: 800 lb. minimum; 900 lb. max	Please see attached Letter of Deviation
One (1) Fork: 48 inches minimum	Comply
<b>Equipment Warranty:</b> The Bidder guarantees to the Purchaser that the equipment, upon delivery, will be brand new and will have been constructed using entirely new components. Furthermore, the Bidder assures that any new equipment provided shall be free from any defects in manufacturing workmanship and materials for a duration of 24 months or 2,000 hours, whichever occurs first, commencing from the date of equipment delivery. This warranty encompasses any necessary repairs or replacements without any additional cost to the Purchaser.	Comply
<b>Miscellaneous Items:</b> One (1) operator's manual hardcopy	Comply
One (1) operator's manual on CD	Please see attached Letter of Deviation
One (1) complete illustrated parts book	Comply
One (1) shop repair manual	Comply
One (1) warranty manual	Please see attached Letter of Deviation
Manufacturer's training of GSWA crew (8 hours) & contracted mechanics (20 hours)	Comply
Online manual for parts, service & repair	Please see attached Letter of Deviation



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO

JOSHUA F. TENORIO

IRVIN L. SLIKE

General Manager



Delivered with a full tank of fuel

Comply

**Note: The GSA Federal Contract will be considered along with its terms and conditions if offered.**

**Bidding On:**

Manufacturer: Case / Paladin / Werk Brau / Tink Inc.

Year: 2024

Model: 221F / QB961L / WBLH92125 / C520 / 21560

Place of Origin: United States of America

Date of Delivery: 200 Days



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



To : Irvin Slike  
General Manager  
Guam Solid Waste Authority  
546 North Marine Corps Drive  
Tamuning, Guam 96913

Email : [Procurement@gswa.guam.gov](mailto:Procurement@gswa.guam.gov)  
From : Paul Eustaquio / Ross Morrison

Date : December 5, 2023  
Pages : 1 of 2

**RE : Equipment Proposal “New” Case 221F Compact Loader with Attachments**

Dear Sir,

We provide the following proposal and attached specifications for your review and consideration.

**Compact Loader “New”**

- Make: Case
- Year: 2024
- Model: 221F
- Engine: 74 Hp, Diesel Liquid-Cooled US Emission Certified Tier 4 Final
- Transmission: 4WD Hydrostatic Transmission
- Bucket: 82 Inch @ 1 CU Yd3 with Bolt on Cutting Edge
- Operating Weight: 12,547 lbs.
- Tire Size: 365/80 R18 (Front and Back)
- Wheel Base: 87.6 Inches
- Dump Clearance: 8 Foot 3 Inches
- Enclosed Cabin with Air Conditioner
- Standard Lights
- SSL Quick Coupler
- Back up Alarm
- Operators Manual
- Case Manufacturer Warranty 24 Months / 2000 Hours

**Attachments Included**

- 1) Werk Brau 1.38 CY Multipurpose Bucket
- 2) Werk Brau 1.25 CY General Purpose Bucket
- 3) Case Bucket Broom Sweeper for Case Wheel Loader 221F
- 4) 520 Tink Claw Bucket
- 5) Case Fork Attachment with 48 Inch Tines

**ON-SITE DIESEL DELIVERY**





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](http://www.morricoequipment.com)



**RE : Equipment Proposal “New” Case 221F Compact Loader with Attachments**

**Estimated Delivery:**

“200-Days” As per bid specifications  
Subject to Factory Confirmation  
Subject to Shipping Schedules

**Terms of Payment:**

As Per Government Purchase Order

**Quotation Is Valid For 120 Days**

Full Parts and After Sale Service Available at Morrico Equipment, LLC. Factory Authorized Case New Holland Construction Equipment Dealer and Service Agents.

Please do not hesitate to contact us directly with any questions or concerns you may have. We can be reached at 649-1946 or via email at [paul@morricoequipment.com](mailto:paul@morricoequipment.com)

Looking forward to discussing this with you directly.

Regards,

*Paul Lustaquio*

Heavy Equipment Sales  
Morrico Equipment LLC  
[paul@morricoequipment.com](mailto:paul@morricoequipment.com)  
Cell (671) 483-0180

**ON-SITE DIESEL DELIVERY**





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.morricequipment.com



## LETTER OF DEVIATION

To : Irvin Slike  
General Manager  
Guam Solid Waste Authority  
546 North Marine Corps Drive  
Tamuning, Guam 96913

Email : [Procurement@gswa.guam.gov](mailto:Procurement@gswa.guam.gov)  
From : Paul Eustaquio / Ross Morrison

Date : December 5, 2023  
Pages : 1 of 2

**Re: Guam Solid Waste Authority Invitation for Bid GSWA-004-24 Compact Wheel Loader with Attachment**

Dear Sir,

**1. Max rise and fall single wheel: 15 Inch Maximum, 14 Inch Minimum**

Deviation #1. Our Manufacturer Case has a Rise and fall single wheel of 11.8 Inches for their Case 221F Loader.

**2. Hydraulically driven, proportionally controlled fan or belt-driven fan**

Deviation #2. Our Manufacturer Case supplies a fan directly connected to the engine for their Case 221F Loader.

**3. 1.4 CY multipurpose bucket; 12,800 lbs. maximum**

Deviation #3. Our manufacturer Werk Brau supply a 1.38 CY Multipurpose Bucket. This is the closest size to a 1.4 CY Multipurpose Bucket that can be supplied.

**4. One(1)additional 1.4 CY bucket with bolt on cutting edge**

Deviation #4. Our manufacturer Werk Brau supply a 1.25 CY General Purpose Bucket. This is the closest size to a 1.4 CY General Purpose Bucket that can be supplied.

ON-SITE DIESEL DELIVERY







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.morricequipment.com



**Re: Guam Solid Waste Authority Invitation for Bid GSWA-004-24 Compact Wheel Loader with Attachment**

**5. One (1) 60-Inch pick up broom: 800 lbs. minimum; 900 lbs. max**

Deviation #5. Our manufacturer Paladin Attachments's smallest pick up sweeper that can be supplied has a weight of 946 lbs.

**6. One (1) Operator's manual on CD**

Deviation #6. Morrico will supply a copy of the Operators Manual on a USB Drive.

**7. One (1) Warranty Manual**

Deviation #7. Our Manufacturer Case does not provide a warranty manual.

**8. Online manual for parts, service, and repair**

Deviation # 8. This is a dealer only item, only dealers are permitted to access the dealer portals. A digital copy of the parts, service, and repair manual will be supplied.

ON-SITE DIESEL DELIVERY





# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Chairman of Board

JOSHUA F. TENORIO  
of Government of Guam

IRVIN L. SLIKE  
General Manager



November 13, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

Questions and Concerns received from Far East Equipment Co. On November 9, 2023

1. In the specs under Powertrain, the spec reads "Max rise and fall single wheel: 15 inch maximum, 14 inch minimum." Will 10 inches be acceptable?

**Response:** No, specs remain the same.

2. In the specs under Cooling, the spec reads "Hydraulically driven, proportionally controlled fan." Will direct driven be acceptable?

**Response:** No, specs remain the same.

3. In the specs under Hydraulics, the spec reads "Main pump (loader and steering): 18 GPM standard, 29 GPM with high flow option." Will a max rated flow 21.13 GPM @ 1,000 PSI be acceptable?

**Response:** No, specs remain the same.

4. In the specs under Hydraulics, the spec reads "Main pump (loader and steering): 18 GPM standard, 29 GPM with high flow option." Can you clarify why there is a request for high flow option when the requested documents do not require high flow hydraulics?

**Response:** The pick-up broom specified requires the flow specified.

5. In the specs under Electrical, the spec reads "Battery capacity: 925 CCA." Will 830 CCA be acceptable?

**Response:** No, specs remain the same.

Irvin L. Slike,  
General Manager

<b>ACKNOWLEDGEMENT RECEIPT</b>	
Return to GSWA by email or fax.	
Received By	Paul Eustaquio
Date	11/15/23
Company Name	Morrillo Equipment
Fax to: 671 649 3777	
Email: <a href="mailto:procurement@gswa.guam.gov">procurement@gswa.guam.gov</a>	



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO

JOSHUA F. TENORIO

IRVIN L. SLIKE



November 14, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

Questions and Concerns received from Far East Equipment Co. On November 13, 2023

1. In regards to the high-flow hydraulics requirement for the broom attachment, John Deere's broom attachment does "NOT" require high-flow. Will high-flow still be required?

**Response:** The hydraulic flow range is typical for brooms.

2. What make and model machine was used to form the specs of this bid?

**Response:** John Deere model 244P.

Irvin L. Slike,  
General Manager

<b>ACKNOWLEDGEMENT RECEIPT</b>	
Return to GSWA by email or fax	
Received By	Paul Eustaquio
Date	11/15/23
Company Name	Morrice Equipment
Fax to: 671 649 3777	
Email: procurement@gswa.guam.gov	



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO

JOSHUA F. TENORIO

IRVIN L. SLIKE



November 20, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS AMENDMENT NO. 2

1. Amend page 31 of 34

From:

Deadline for Receipt of Written Questions  
must be e-mailed to the Guam Solid Waste Authority at  
[procurement@gswa.guam.gov](mailto:procurement@gswa.guam.gov), ATTN: General Manager

Wednesday, November 15, 2023  
on or before 5:00PM  
Chamorro Standard Time

To Now Read:

Deadline for Receipt of Written Questions  
must be e-mailed to the Guam Solid Waste Authority at  
[procurement@gswa.guam.gov](mailto:procurement@gswa.guam.gov), ATTN: General Manager

Tuesday, November 21, 2023  
on or before 5:00PM  
Chamorro Standard Time

2. Amend page 31 of 34

From:

Bid Due Date & Bid Opening at the Guam Solid Waste  
Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl.  
546 N. Marine Corps Dr., Tamuning, Guam

Wednesday, November 22, 2023  
at 1:00PM  
Chamorro Standard Time

To Now Read:

Bid Due Date & Bid Opening at the Guam Solid Waste  
Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl.  
546 N. Marine Corps Dr., Tamuning, Guam

Tuesday, November 28, 2023  
at 1:00PM  
Chamorro Standard Time

3. Amend to replace pages 32 of 34 through 34 of 34 with the "Revised 11/20/2023 Page 32" through "Revised 11/20/2023 Page 34" attached.

\*All others remain the same.

Irvin L. Slike,  
General Manager

ACKNOWLEDGEMENT RECEIPT	
Return to GSWA by email or fax.	
Received by	Paul Eustaquio
Date	11/22/23
Company Name	Morrice Equipment
Fax to: 671-649-3777	
Email: <a href="mailto:procurement@gswa.guam.gov">procurement@gswa.guam.gov</a>	



# GUAM SOLID WASTE AUTHORITY



LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Lt. Governor of Guam

IRVIN L. SLIKE  
General Manager

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	PRICE EXTENSION
1.0	Compact Wheel Loader w/ Attachments	1	EA	\$ _____	\$ _____

### SPECIFICATIONS:

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.

COMPLY / NON-COMPLIANCE

#### **Engine:**

Gross HP at 2400 RPM: 73 HP minimum

Peak Torque at 1560 RPM: 206 foot lbs. minimum

Emissions: Compliant with EPA Final Tier 4/EU Stage V

Four cylinders

#### **Powertrain:**

Hydrostatic with infinitely variable speed control over full range of operating speeds. 2 speed ranges, joystick mounted F-N-R, acceleration pedal.

Axles: Fixed, 100% differential, manually engaged front axle, fixed conventional differential rear axle

Max rise and fall single wheel: 15 inches maximum, 14 inch minimum

Hydraulically activated, self-adjusting internal wet disc brakes and driveline drum brake

#### **Cooling:**

Hydraulically driven, proportionally controlled fan

Articulation Angle: 30 degrees each direction

Cylinders: Heat treated chrome plated polished cylinder rods, hardened steel, replaceable bushings and pivot pins

#### **Hydraulics:**

Main pump (loader and steering): 18 GPM standard, 29 GPM with high flow option.

Quick Coupling: Conforms with ISO 16028 quick coupling for all attachments

#### **Electrical:**

Voltage: 12-volt

One (1) battery

Battery capacity: 925 CCA

#### **Cab:**

Seat: Air ride high back with head rest and dual lumbar support

Noise: Operator ear 70 dBA, Bystander 101 dBA



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Lt. Governor of Guam

IRVIN L. SLIKE  
General Manager



## COMPLY / NON-COMPLIANCE

Air conditioning

Steering: Dual tilt and telescoping steering column

Performance: Conforms with SAE J1040, SAE J231, ISO 3471 and ISO 3449 ROPS/FOPS

**Operating Weight:**

ISO quick coupler and 1CY general purpose bucket / bolt on edge 12,250 lbs. minimum

1.4 CY bucket: 12,800 lbs. maximum

Wheelbase: 7 feet minimum

Dump clearance: 40-degree full height – 8 feet 3 inches

Reach: 40-degree full height – 32 inches

Fork height fully raised: 10 feet minimum

Fork tipping load straight: 7000 lb. maximum

**Attachments:**

ISO quick coupling mechanism: Conforms with ISO 16028

One (1) 1.4 CY bucket with bold on edge

One (1) Tink claw bucket model 720 or equal

One (1) 60-inch pick-up broom: 800 lb. minimum; 900 lb. max

One (1) Fork: 48 inches minimum

**Equipment Warranty:**

The Bidder guarantees to the Purchaser that the equipment, upon delivery, will be brand new and will have been constructed using entirely new components. Furthermore, the Bidder assures that any new equipment provided shall be free from any defects in manufacturing workmanship and materials for a duration of 24 months or 2,000 hours, whichever occurs first, commencing from the date of equipment delivery. This warranty encompasses any necessary repairs or replacements without any additional cost to the Purchaser.

**Miscellaneous Items:**

One (1) operator's manual hardcopy

One (1) operator's manual on CD

One (1) complete illustrated parts book

One (1) shop repair manual

One (1) warranty manual

Manufacturer's training of GSWA crew (8 hours) & contracted mechanics (20 hours)

Online manual for parts, service & repair



# GUAM SOLID WASTE AUTHORITY



LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Lt. Governor of Guam

IRVIN L. SLIKE  
General Manager

Delivered with a full tank of fuel

**Note: The GSA Federal Contract will be considered along with its terms and conditions if offered.**

**Bidding On:**

Manufacturer: \_\_\_\_\_

Year: \_\_\_\_\_

Model: \_\_\_\_\_

Place of Origin: \_\_\_\_\_

Date of Delivery: \_\_\_\_\_



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO

JOSHUA F. TENORIO

IRVIN L. SLIKE



November 14, 2023

## INVITATION FOR BID GSA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

### AMENDMENT NO. 1

1. Amend page 31 of 34

From:

Deadline for Receipt of Written Questions  
must be e-mailed to the Guam Solid Waste Authority at  
procurement@gswa.guam.gov, ATTN: General  
Manager

Thursday, November 9, 2023  
on or before 5:00PM  
Chamorro Standard Time

To Now Read:

Deadline for Receipt of Written Questions  
must be e-mailed to the Guam Solid Waste Authority at  
procurement@gswa.guam.gov, ATTN: General  
Manager

Wednesday, November 15, 2023  
on or before 5:00PM  
Chamorro Standard Time

2. Amend page 31 of 34

From:

Bid Due Date & Bid Opening at the Guam Solid Waste  
Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl.  
546 N. Marine Corps Dr., Tamuning, Guam

Monday, November 20, 2023  
at 1:00PM  
Chamorro Standard Time

To Now Read:

Bid Due Date & Bid Opening at the Guam Solid Waste  
Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl.  
546 N. Marine Corps Dr., Tamuning, Guam

Wednesday, November 22, 2023  
at 1:00PM  
Chamorro Standard Time

\*All others remain the same.

Irvin L. Slike,  
General Manager

<b>ACKNOWLEDGEMENT RECEIPT</b>	
Return to GSWA by email or fax	
Received By	Paul Estequivio
Date	11/15/23
Company Name	Morrice Equipment
Fax to: 671-649-3777	
Email: procurement@gswa.guam.gov	





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.morricequipment.com



November 15, 2023

**MORRICO EQUIPMENT QUESTIONS**

Irvin Slike  
General Manager  
Guam Solid Waste Authority  
546 North Marine Corps Drive  
Tamuning, Guam 96913

**Re: Guam Solid Waste Authority Invitation for Bid GSWA-004-24 Compact Wheel Loader with Attachment**

Dear Sir,  
Morrigo Equipment LLC submits the below questions in regards to **Invitation for Bid No. GSWA-004-24 Compact Wheel Loader with Attachments Bid.**

**Specifications**

**1. Axles: Fixed, 100% differential, manually engaged front axle, fixed conventional differential rear axle.**

Question # 1. Is an oscillating rear axle acceptable?

**2. Max rise and fall single wheel: 15 inches maximum, 14 inch minimum.**

Question # 2. Please clarify what is required by the term listed above.

**3. Hydraulically Driven, proportionally controlled fan.**

Question # 3. Will a belt driven fan be acceptable?

**4. Voltage: 12 Volt**

Question # 4. Will a 24 Volt Electrical System be Acceptable?

**5. One (1) Battery**

Question # 5. Will two 12 Volt Batteries be acceptable?

Page 1 of 2

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 PARTS: Phone: 1-671-646-7914  
Fax: 1-671-646-7900  
WEB: www.morricoequipment.com



**Re: Guam Solid Waste Authority Invitation for Bid GSWA-004-24 Compact Wheel Loader with Attachment**

**6. Battery Capacity: 925 CCA**

Question # 6. Will two Batteries with 900 CCA be acceptable?

**7. Seat: Air Ride high back with head rest and dual lumbar support**

Question # 7. Will a mechanical suspension seat be acceptable?

**8. 1.4 CY Bucket: 12,800 lbs. Maximum**

Question # 8. Please confirm if this bucket request is for a multipurpose bucket.

**9. One (1) 1.4 CY Bucket with Bolt on Cutting Edge**

Question # 9. Please confirm if this bucket request is for a Multipurpose Bucket.  
Please confirm if this is bucket request is additional to Question 8 bucket request or the same request.

Regards,

*Paul Lustaquio*  
Heavy Equipment Sales  
Morrico Equipment LLC  
[paul@morricoequipment.com](mailto:paul@morricoequipment.com)  
Cell: (671) 483-0180

ON-SITE DIESEL DELIVERY





# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO

JOSHUA F. TENORIO

IRVIN L. SLIKE



November 20, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

Questions and Concerns received from Morrico Equipment on November 15, 2023

1. Axles: Fixed, 100% differential, manually engaged front axle, fixed conventional differential rear axle. Is an oscillating rear axle acceptable?

**Response:** Yes, refer to Amendment No. 2.

2. Max rise and fall single wheel: 15 inches maximum, 14 inches minimum. Please clarify what is required by the term listed above.

**Response:** The term "Max rise and fall single wheel: 15 inches maximum, 14 inches minimum" pertains to the vertical movement capability of a single wheel on the compact wheel loader. Here's a breakdown of the requirement:

- **Max Rise:** This refers to the maximum vertical distance the center of a single wheel is allowed to move upward from its resting position. In this context, the specified maximum rise is 15 inches.
- **Min Fall:** Conversely, the minimum fall denotes the minimum vertical distance the center of a single wheel is permitted to move downward from its resting position. For this specification, the minimum fall is 14 inches.

These parameters are crucial for ensuring that the compact wheel loader can effectively navigate varied terrains, accommodate different load sizes, and maintain stability during operation.

3. Hydraulically Driven, proportionally controlled fan. Will a belt driven fan be acceptable?

**Response:** Yes, refer to Amendment No. 2.

4. Voltage: 12-volt. Will a 24 Volt Electrical System be acceptable?

**Response:** Yes, refer to Amendment No. 2.

5. One (1) Battery. Will two 12-volt batteries be acceptable?

**Response:** Yes, refer to Amendment No. 2.

6. Battery Capacity: 925 CCA. Will two batteries with 900 CCA be acceptable?

**Response:** Yes, refer to Amendment No. 2.



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO

JOSHUA F. TENORIO

IRVIN L. SLIKE



- 7. Seat: Air Ride high back with head rest and dual lumbar support. Will a mechanical suspension seat be acceptable?

**Response:** Yes, refer to Amendment No. 2.

- 8. 1.4 CY Bucket: 12,800 lbs. Maximum. Please confirm if this bucket request is for a multipurpose bucket.

**Response:** Refer to Amendment No. 2.

- 9. One (1) 1.4 CY Bucket with Bolt on Cutting Edge. Please confirm if this bucket request is for a Multipurpose Bucket. Please confirm if this is bucket request is additional to Question 8 bucket request or the same request.

**Response:** Refer to Amendment No. 2.

Questions and Concerns received from Far East Equipment Co. on November 17, 2023

- 10. The manufacturer of the Tink Claw bucket does not recommend the C720 (2.7CYD) model for this size machine. They recommend the C520 (1.2CYD) model for a machine of this size. With this information, does GSWA want to proceed with a C720 model bucket though it may pose a tipping hazard?

**Response:** No, refer to Amendment No. 2.

Irvin L. Slike,  
General Manager

<b>ACKNOWLEDGEMENT RECEIPT</b>	
Return to GSWA by email or fax.	
Received By	Paul Eustaquio
Date	11/22/23
Company Name	Murillo Equipment
Fax to 671-649-3777	
Email: <a href="mailto:procurement@gswa.guam.gov">procurement@gswa.guam.gov</a>	



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORTO  
Lt. Governor of Guam

IRVIN L. SLIKE  
General Manager



## IFB TIMETABLE:

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

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Registration Form for GSWA IFB Packet will be available on the Guam Solid Waste Authority website at [www.gswa.guam.gov](http://www.gswa.guam.gov). Friday, November 3, 2023

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Deadline for Receipt of Written Questions must be e-mailed to the Guam Solid Waste Authority at [procurement@gswa.guam.gov](mailto:procurement@gswa.guam.gov). ATTN: General Manager Thursday, November 9, 2023  
on or before 5:00PM  
Chamorro Standard Time

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Deadline for Answers to Written Questions will be e-mailed to Offerors who registered. Wednesday, November 14, 2023  
on or before 5:00PM  
Chamorro Standard Time

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Bid Due Date & Bid Opening at the Guam Solid Waste Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Floor, 546 N. Marine Corps Dr., Tamuning, Guam Monday, November 20, 2023  
at 1:00PM  
Chamorro Standard Time

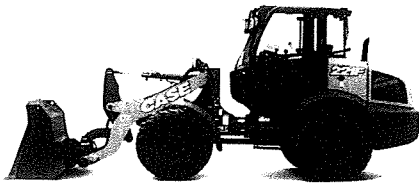
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CASE  
 CONSTRUCTION  
 Equipment Division  
 10000 Highway 100  
 Dallas, Texas 75243-1697  
 Phone: 972-992-2100  
 Fax: 972-992-2101  
 Email: [case@case.com](mailto:case@case.com)  
[www.case.com](http://www.case.com)  
 1-800-4-A-TRACTOR

# 221F

**COMPACT WHEEL LOADER**  
**TIER 4 FINAL CERTIFIED**



## ENGINE

Model	FPT F5H FL463 A
Emissions Certification	Tier 4 Final
Type	4-stroke
Cylinders	4
Bore/Stroke	3.9 x 4.3 in (99 x 110 mm)
Displacement	207 in <sup>3</sup> (3.4 L)
Fuel injection	High pressure, common rail injection
Fuel	Diesel
Fuel filter	Spin on, Beta (4) = 20
Air filter	Dry type element w/ warning restriction indicator
Exhaust aftertreatment:	Cooled Exhaust Gas Recirculation (CEGR) w/ Diesel Oxidation Catalyst (DOC)
Radiator:	
Core type	All aluminum
Fan:	
Style	Direct drive
Lubrication/cooling oil pump:	
Style	Integral
Engine oil:	
Pump:	Rotor Pump w/ deep sump pan, plate cooled & pressurized under piston nozzles
Pump operating angle ratings:	
Side-to-side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Spin on, full flow
Engine speeds	RPM
Rated - full load	2500
Low idle	950
High idle - no load	2500
Horsepower @ 2500 RPM:	
Gross	74 hp (55 kW)
Net	70 hp (52 kW)
Peak torque @ 1400 RPM:	
Gross	232 lb-ft (314 N-m)
Net	227 lb-ft (308 N-m)

NOTE: Gross horsepower and torque per SAE J1349  
 Net horsepower and torque per SAE J1349.

## DRIVETRAIN

Transmission	Hydrostatic transmission	
Pump relief	6,092 psi (42 000 kPa)	
Pump flow @ 2500 RPM	37.0 gpm (140 L/min)	
Differential:		
Open standard/limited slip or 100% lock opt.		
Front axles:		
Differential ratio	3.67	
Planetary ratio	6.00	
Final axle ratio	22.00	
Gear box:		
1st ratio	2.46	
Gear box HS:		
1st ratio	2.75	
2nd ratio	1.16	
Planetaries	Outboard	
Service brakes:	Master cylinder hydraulically actuated, wet disc on front axle	
Parking brake:	Mechanical, caliper on front axle	
Travel speeds	Forward	Reverse
	mph (kph)	mph (kph)
1st Low	3.3 (5.3)	3.3 (5.3)
2nd High	11.4 (18.3)	11.4 (18.3)
Travel speeds - HS	Forward	Reverse
	mph (kph)	mph (kph)
1st Low	3.0 (4.8)	3.0 (4.8)
2nd High	8.1 (13.0)	8.1 (13.0)
3rd High	18.6 (30.0)	18.6 (30.0)

NOTE: Travel speeds at full engine throttle w/ 365/80 R18 tires.

## ELECTRICAL

Voltage	12 Volts
Alternator	120 amp
Batteries	95 AHR, 900 CCA

## OPERATOR ENVIRONMENT

ROPS: ISO 3471; 2,008 lb (6 800 kg); Base and Deluxe Cab w/ heater and A/C; Key start; Articulated power steering w/ tilt column; Full adjustable, cloth suspension seat; Foot throttle; Single joystick w/ electronic speed shift control F/N/R switch and proportional loader control; Cup holder; Retractable seat belt; Storage tray on Deluxe Cab; Sun screen - front; Opening side window; Dome light; Wipers - front and rear; 12-volt auxiliary power; Lighter cigar and ashtray; Pocket cellular phone; Coat hook; External rearview mirrors; Loader control lockout.

## Electronic information center

Displays/Gauges:  
 Vehicle speed; Hourmeter; Floating functionality on; High flow functionality on; Clock; Vehicle directions; Gear number engaged; PM Catalyst icons.

## Indicator lights:

Diff. lock; Main hydraulic enabled; Turn light - left and right; Rear work lamps; Work lamps; Main high beam; Side lights; Stop; Warning signal; Rabbit; Hand brake; Brake fluid level; Quick coupler on; Ride Control on; Creep speed; PM Catalyst; Low fuel level; Clogging air filter; Engine oil pressure; Glow plug; Alternator changing.

## Audible alarms:

Caution alarm; Critical alarm; Backup alarm.

## Horn

NOTE: If equipped w/ option.

## OPERATING WEIGHT

### Z-Bar:

Unit equipped w/ ROPS/FOPS cab w/ heater, standard counterweight, 365/70 R18 Dunlop Tires, front and rear fenders, 1.2 yd<sup>3</sup> (0.9 m<sup>3</sup>) general purpose bucket w/ edge, full fuel, 165 lb (75 kg) operator:

12,547 lb (5 691 kg)

## HYDRAULICS

### Pump - steering/implement:

Open-centered pressure/flow compensated

### Fixed gear type:

#### Standard flow:

Max. 22.5 gpm @ 3,336 psi  
 (Max. 85 L/min @ 230 bar)

#### Optional high flow:

Max. 34.3 gpm @ 2,901 psi  
 (Max. 130 L/min @ 230 bar)

### Loader control valve:

Open-center, Hydraulic Loader Control w/ single lever includes: Forward/Neutral/Reverse switch, Floating switch, Low/High Travel mode switch, Auxiliary Function Roller

### Loader auxiliary steering:

Hydraulic orbital center-pivot articulating w/ on-demand oil flow

Main relief pressure 3,336 psi (23 000 kPa)

### Filtration:

15-micron, full flow replaceable cartridges on return line

## SERVICE CAPACITIES

Fuel tank	22.7 gal (86.0 L)
Hydraulic system:	
Reservoir	10.6 gal (40.0 L)
Total	14.0 gal (53.0 L)
Front and rear axle:	
Front axle	2.3 gal (8.7 L)
Rear axle	2.6 gal (10.0 L)
Rear axle HS	2.5 gal (9.45 L)
Engine oil w/ filter	1.8 gal (7.0 L)
Cooling*	3.4 gal (13.0 L)

NOTE: \*1.72 gal (6.5 L) antifreeze + 1.72 gal (6.5 L) water.

### OTHER SPECIFICATIONS

Lift cylinders	Two (2)
Bore diameter	3.25 in (82.5 mm)
Rod diameter	1.97 in (50.0 mm)
Stroke	29.57 in (751.0 mm)

Tilt cylinder:	
Bore diameter	3.49 in (88.7 mm)
Rod diameter	2.25 in (57.1 mm)
Stroke	19.96 in (507.0 mm)

### Loader:

#### Z-Bar:

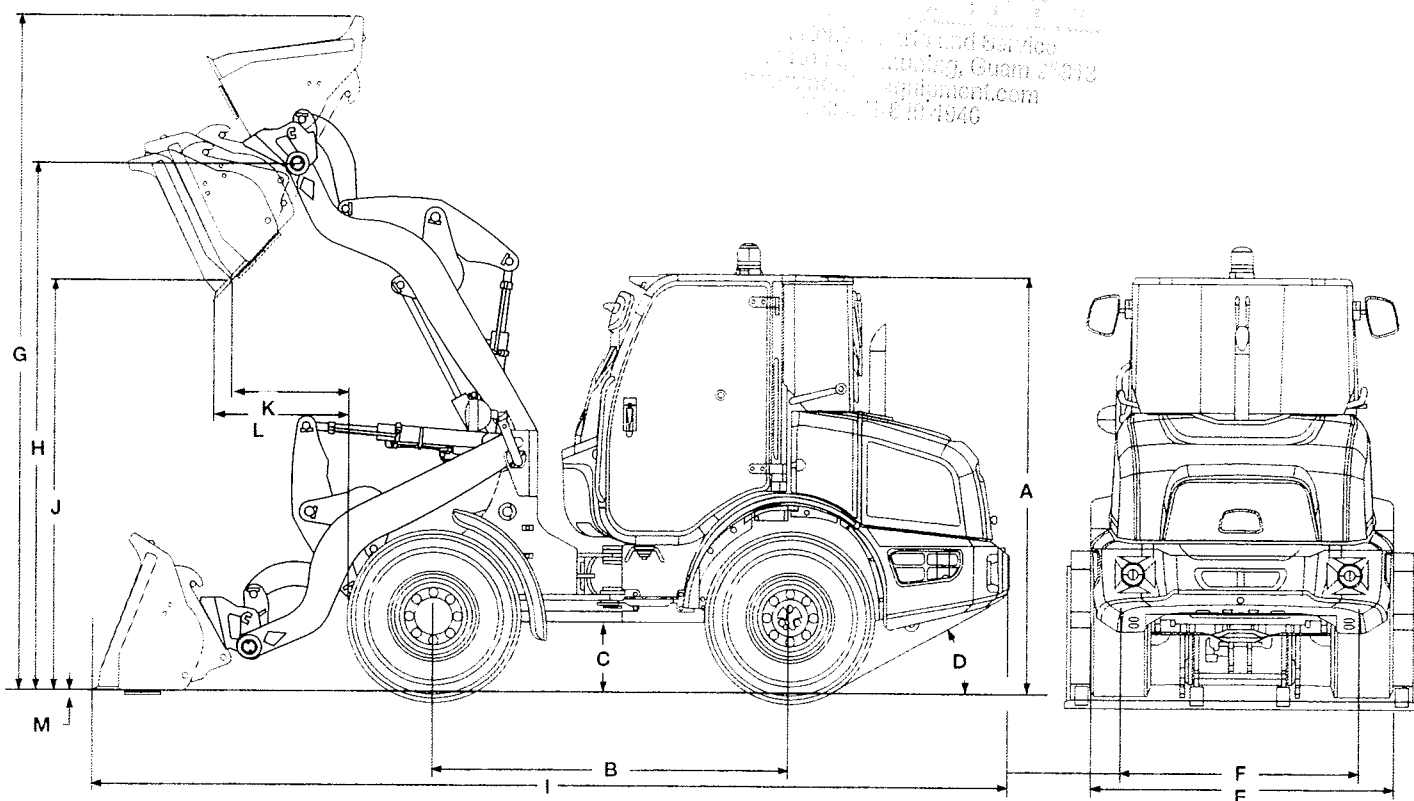
Z-Bar loader linkage  
 Single control for lift and tilt  
 Positive hold float  
 Hydraulic attachment coupler:  
 Skid steer compatible/horizontal  
 pin compatible

### Cycle time:

#### Z-Bar:

Raise w/ rated bucket load	5.8 sec
Dump w/ rated bucket load	1.7 sec
Lower - empty	3.8 sec

2019-2020 and service  
 10150, Haggard, Guam 96110  
 www.haggard.com  
 670-300-1946



Line drawings are for illustrative purpose only and may not be exact representation of unit.

### DIMENSIONS


A. Height to top of ROPS cab	103.4 in (2 627 mm)
B. Wheelbase	87.6 in (2 225 mm)
C. Ground clearance under shaft	17.3 in (440 mm)
Ground clearance under axles	12.5 in (317 mm)
D. Angle of departure	27°
Width:	
E. Overall without bucket	73.2 in (1 860 mm)
F. Centerline tread	59.1 in (1 500 mm)
Turning radius - outside	157.0 in (3 987 mm)
Turning angle:	
From center	40°
Total angle	80°
Rear axle oscillation - total	20°

## PERFORMANCE SPECS

221F Z-Bar	1.2 yd <sup>3</sup> GP (0.9 m <sup>3</sup> ) GP Bucket with Bolt-on Edge	1.56 yd <sup>3</sup> GP (1.2 m <sup>3</sup> ) LM Bucket with Bolt-on Edge
ISO bucket capacity – struck	0.92 yd <sup>3</sup> (0.7 m <sup>3</sup> )	1.31 yd <sup>3</sup> (1.0 m <sup>3</sup> )
Heaped	1.18 yd <sup>3</sup> (0.9 m <sup>3</sup> )	1.57 yd <sup>3</sup> (1.2 m <sup>3</sup> )
Bucket width – outside	80.7 in (2 050 mm)	82.7 in (2 100 mm)
Bucket weight – includes coupler and added components	1,060 lb (481 kg)	1,160 lb (526 kg)
<b>G.</b> Operating height – fully raised with spillguard	170.4 in (4 327 mm)	176.0 in (4 470 mm)
<b>H.</b> Hinge pin height – fully raised	129.5 in (3 290 mm)	129.5 in (3 289 mm)
<b>I.</b> Overall length – bucket level on ground	231.1 in (5 869 mm)	234.8 in (5 964 mm)
Dump angle – fully raised	48°	48°
<b>J.</b> Dump height – fully raised, 45° dump	95.5 in (2 425 mm)	92.8 in (2 358 mm)
<b>K.</b> Bucket reach – fully raised, 45° dump	40.2 in (1 020 mm)	42.8 in (1 087 mm)
<b>L.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	51.5 in (1 309 mm)	51.9 in (1 318 mm)
<b>M.</b> Dig depth	3.9 in (98 mm)	3.9 in (98 mm)
Operating Load (ROC) - ISO	4,007 lb (1 818 kg)	3,984 lb (1 807 kg)
Maximum material density – ISO	3,404 lb/yd <sup>3</sup> (2 020 kg/m <sup>3</sup> )	2,538 lb/yd <sup>3</sup> (1 506 kg/m <sup>3</sup> )
Tipping load – ISO:		
Straight	9,318 lb (4 227 kg)	9,287 lb (4 212 kg)
40° turn	8,014 lb (3 635 kg)	7,968 lb (3 614 kg)
Lift capacity:		
Full height	8,317 lb (3 773 kg)	8,217 lb (3 727 kg)
Maximum reach	10,597 lb (4 807 kg)	10,497 lb (4 761 kg)
Ground	12,975 lb (5 886 kg)	12,796 lb (5 804 kg)
Breakout force with tilt cylinder	10,959 lb (4 971 kg)	9,109 lb (4 132 kg)
Maximum rollback:		
@ Ground	40°	40°
@ Carry position	46°	46°
@ Maximum reach	62°	62°
@ Full height	62°	62°
Maximum grading angle with bucket – back dragging	58°	60°
Loader clearance circle with bucket	368.9 in (9 371 mm)	373.4 in (9 484 mm)

## FORKS

221F Z-Bar	
Fork length	47.2 in (1 200 mm)
Fork weight – includes coupler	880 lb (399 kg)
Operating load – level ground	5,002 lb (2 269 kg)
Operating mass	12,364 lb (5 608 kg)
Tipping load – straight	6,898 lb (3 129 kg)
Tipping load – 40° turn	6,252 lb (2 836 kg)
Fork load center	19.7 in (500 mm)


  
 Moro Equipment, Inc.
   
 Forks, Rentals, Parts and Service
   
 1470 Lao Road, Honolulu, Guam 96913
   
[www.moro-equipment.com](http://www.moro-equipment.com)
  
 Tel: 671-649-1946



## STANDARD EQUIPMENT

### OPERATOR ENVIRONMENT

See page 1

### ENGINE

FPT F5H FL463 A  
Fuel filter with water trap  
Dual element air cleaner

### LOADER

See page 2

### DRIVETRAIN

4-wheel drive  
Open – front and rear axles  
Hydrostatic transmission  
Single joystick with electronic speed shift control F/N/R switch and proportional loader control  
Outboard planetary axles  
Hydraulic wet disc brakes  
Mechanical parking brake

### HYDRAULICS

3-spool loader control valve  
3 Diagnostic quick couplers  
Adjustable electro hydraulic (EH) loader controls  
Smooth, moderate & aggressive settings for both lift and tilt responsiveness:  
Return to Dig  
Hydraulic skid steer compatible coupler  
Connect under pressure connectors  
Remote drain of hydraulic oil  
Aux. Hydraulic drain line coupling  
Auxiliary flow 22.5 gpm @ 3,336 psi  
(85 l/min @ 230 bar)

### OTHER

Front and rear fenders  
Lights:  
2 Front driving headlights – high/low beam  
2 Rear flood lights  
2 Stop tail lights and backup light  
Front and rear turn signal/flash  
Drawbar pin  
Articulation locking pin  
Tie-down and Lift-up point – front and rear  
Backup alarm  
Tool box  
Rotating beacon  
Wired for radio  
Bucket position indicator  
Front electrical socket for powered attachments

## OPTIONAL EQUIPMENT

### OPERATOR ENVIRONMENT

Creep speed 0 – 3.1 mph (5 kph)  
TeleScop adjustable steering column on Deluxe Cab  
Canopy cab  
Limited slip – front and rear axles  
100% lock – front and open rear axles  
Horizontal pin coupler  
Radio, antenna, and speakers

### LOADER

Optional High flow:  
Max. 34.3 gpm @ 2500 RPM @ 2,901 psi  
(Max. 130 L/min @ 2500 RPM @ 20,000 kPa)  
Buckets – see performance data:  
General purpose standard  
General purpose light material  
STD forks  
Auto Ride Control  
Cold weather with Block Heater - Two 680  
CCA batteries and Low-temp Hytran oil

### TIRES

14.5-20MPT-04 MITAS  
365/80 R20 SPT9 L2(DL)  
365/70 R18 SPT9 L2 DUNL. – Standard  
12.5-20 10PRMPT04TBL MITAS  
365/80 R20 EM MITAS  
365/70 R18 EM MITAS  
550/45 R22.5 Flotation Tire  
360/80 Nokian Tri 2 Snow

### OTHER

CASE SiteWatch Telematics  
LED work lights, 2 front and 2 Rear

**Case Equipment**  
S. I. S. Rentals, Parts and Service  
1077 Lao Road, San Juan, Guam 96913  
www.caseequipment.com  
Tel: 71-649-4946

## CaseCE.com

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# TINK BUCKETS



Load A  
Compactor Truck



Load An  
Open Top Truck



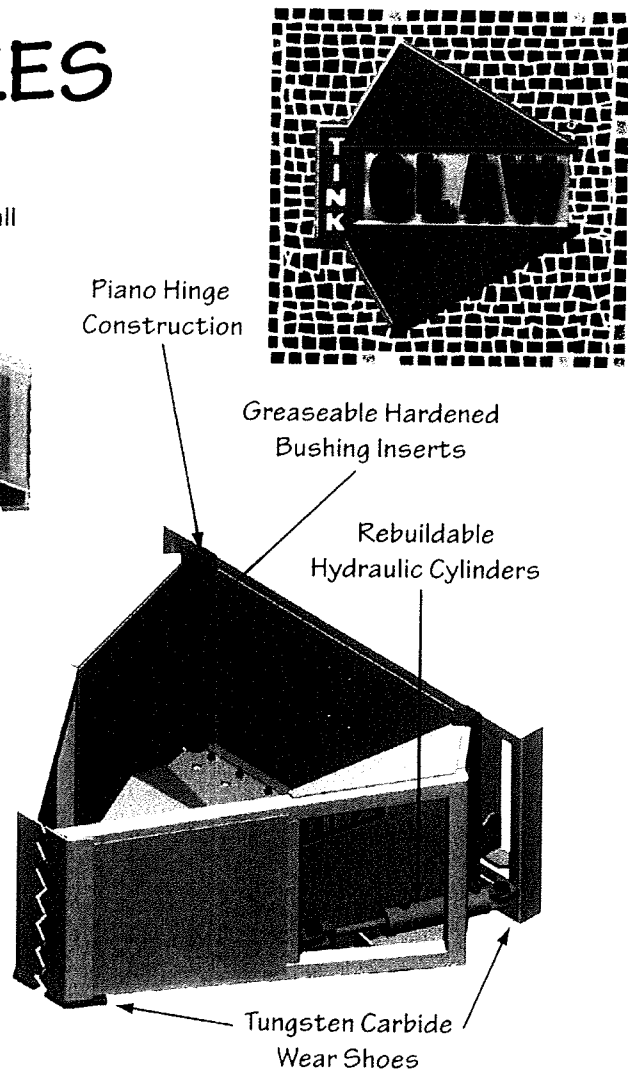
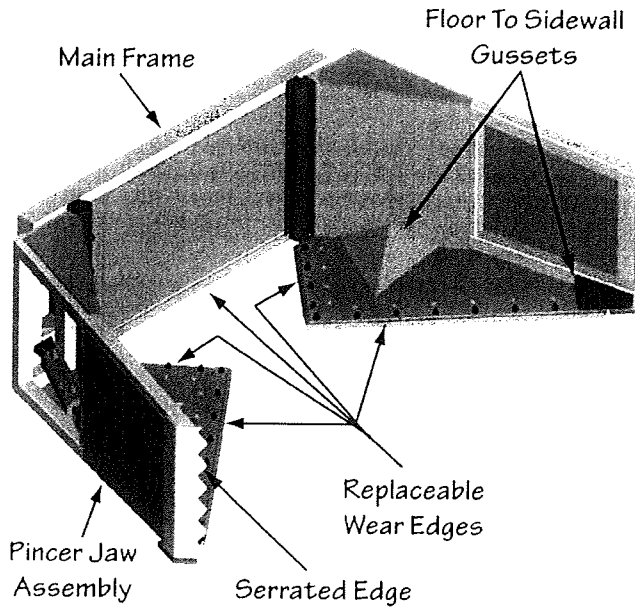
Efficient Collection  
Of Leaves & Brush



**TINK, INC.**

TITLE 520 Claw

# DESIGN FEATURES



## Tink 520 Claw

A special loader bucket that scoops leaves and loose garden waste out of the gutter and into disposal trucks at lower costs. The Claw can be mounted on most  $\frac{3}{4}$  to  $1\frac{1}{2}$  yard wheel loaders.

The **Pincer Jaw Assembly** is constructed of structural steel tubing welded together to form rigid rectangular frames. The framework is covered and strengthened with steel side panels. The serrated front edges assist in grasping and pinching materials.

**Wear Provisions** The underside of the Claw, which makes frequent contact with asphalt and other hard surfaces, is equipped with replaceable tungsten carbide wear shoes and hard steel blades that absorb a majority of the abrasion and wear. Tungsten carbide is an extremely hard material that is incorporated into the wear shoes to combine the highest wear and abrasion resistance possible with strength and impact resistance.

**Piano-Hinge Construction** The pincer jaw assembly is attached to the main frame with a 3 inch diameter piano-hinge that features a  $1\frac{1}{2}$  inch pin that won't shear on impact. More importantly the large diameter provides a vast amount of wear surface to promote long lasting life. The hinges include greasable hardened bushing inserts.

**Hydraulic System** The rebuildable twin cylinders that open and close the Claw are capable of developing pinch force necessary to grasp and hold materials too long or bulky to fit within the pincer bucket. The cylinders have a 3 inch bore, an 8 inch stroke and a  $1\frac{1}{4}$  inch chrome hardened rod. Mechanical stops prevent cylinder damage by not allowing the cylinders to over extend during the Claw's duty cycle.

When the pincer jaws make contact with an immovable object the hydraulic cross over relief valve senses the obstruction a diverts the fluid away from the cylinders. This automatic action minimizes cylinder damage and premature hydraulic system failure.

The flow divider distributes an equal amount of hydraulic fluid to each cylinder ensuring that the pincer jaws operate evenly and simultaneously.

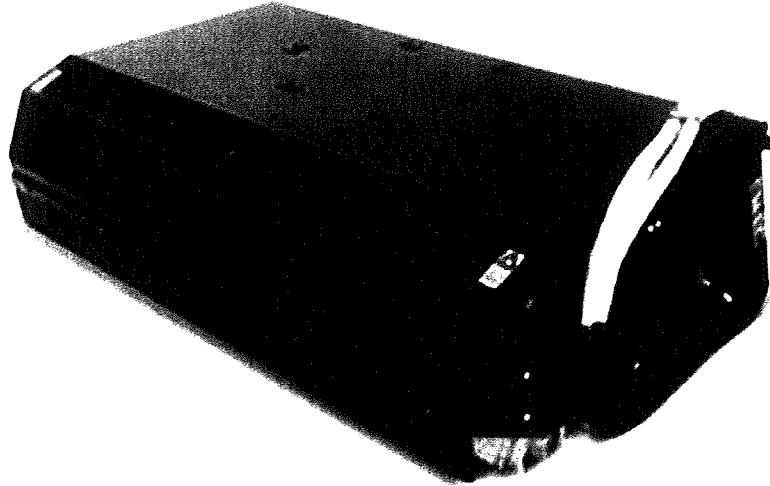
The 520 Claw hydraulic system is designed for machines having 8 to 50 gpm and 1500 to 3800 psi.

Prices and specifications are subject to change without notice.

TINK, Inc. • 2361 Durham Dayton Hwy • Durham CA 95938 • 800-824-4163 • © 2002

EXHIBIT A

# 1. Bucket Broom suitable for Case Wheel Loader 221F equipped with Skid Steer Loader Mount

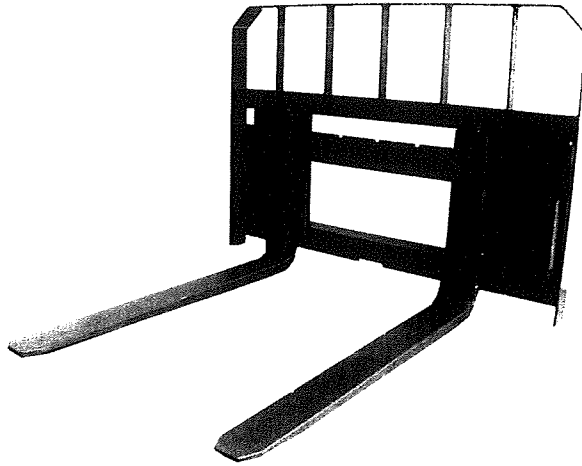


MONICUE EQUIPMENT  
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197 Y-pao Road, Tamuning, Guam 96913  
www.monicoequipment.com  
Tel: 671-648-1946

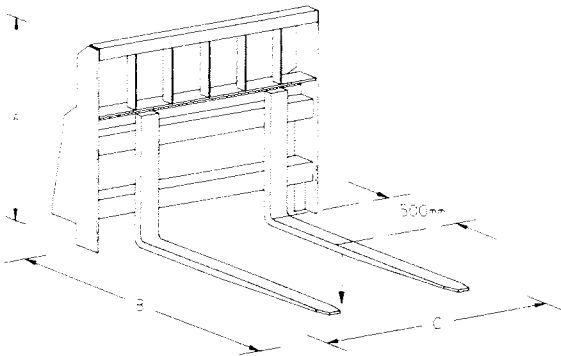
## Specifications / Features

- Handles light and heavy-duty clean-up in construction, municipal, and industrial applications
- Bi-directional broom sweeps forward to pick up dirt; reverses to collect asphalt millings, rock, and construction debris
- To dump, just lift and tilt; no chains are required
- No front caster wheel; works easily next to walls, curbs and obstacles
- Replaceable bolt-on cutting edge on bucket
- Mounts to skid-steer quick-attach
- Mechanical stops to adjust depth of the brush

## 2. Pallet Forks suitable for Case Wheel Loader 221F equipped with Skid Steer Loader Mount



**MONIT EQUIPMENT**  
Sales, Rental, Parts and Service  
187 Yagao Road, Tamuning, Guam 96913  
[www.monitoequipment.com](http://www.monitoequipment.com)  
Tel: 671-649-1946



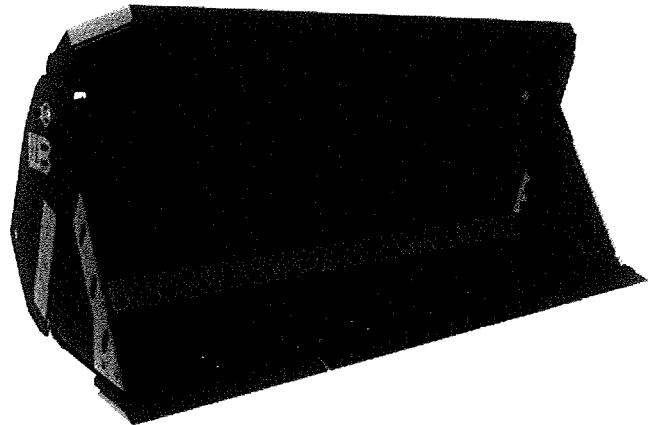
### **Specifications / Features**

- CNHi's Pallet Forks are designed with a high strength lightweight frame.
- The Forks are equipped with guard for excellent visibility.
- The lifting capacity of the complete attachment is governed by the operating capacity of the host machine

# MULTI-PURPOSE QUADRA-BUCKET

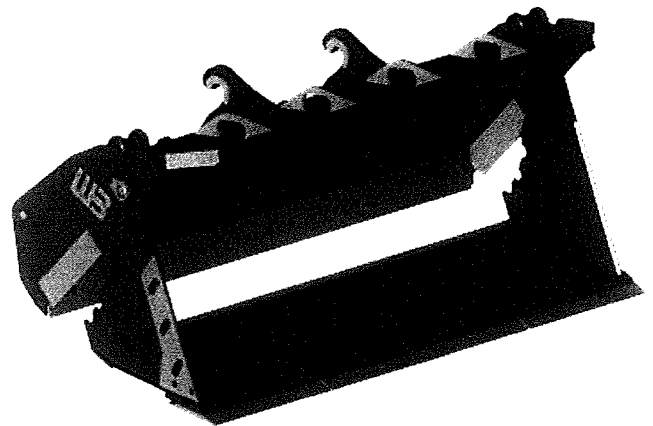
## RECOMMENDED APPLICATIONS

The Werk-Brau Multi-purpose Quadra-Bucket is specifically designed to add versatility to a standard loader bucket. Can be used for dozing, grappling, material handling, light grading, back dragging, back filling, land clearing, high dumping and much more. With vast variety of applications this bucket can perform deems bucket one of the most versatile attachment on any job site. Not designed to be used in heavy rock applications.



## QUALITY CONSTRUCTION

High strength, wear resistant steel is used in cutting edges. High quality cylinders are utilized in all models. All pivot points are greasable and lined with hardened bushings. Each bucket is engineered with tapered side plates to reduce wear on the buckets sides, and to allow for easier dumping.



## TOOTH REPLACEMENT

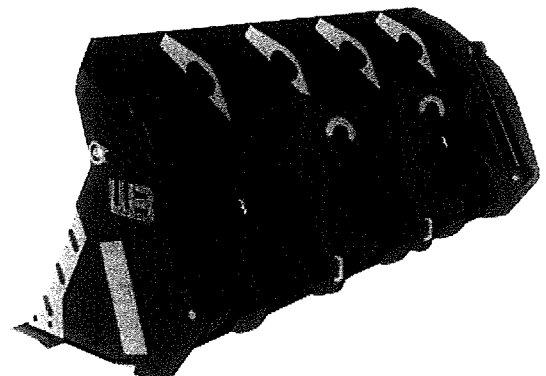
Cutting edge can be drilled to accept bolt-on teeth or a replaceable bolt-on edge.

## STANDARD CAPACITIES

Specific widths and capacities made to meet customer requirements.

## ADDITIONAL FEATURES

All models fitted with attaching ears that meet all pertinent OEM specifications. Dozer edge is equipped with replaceable bolt on edge.



**Werk-Brau**  
INCORPORATED  
The Division of the Equipment Group  
10000 Erie Road  
Findlay, Ohio 41901  
Phone: 419-223-7700  
Fax: 419-223-7701  
www.werk-brau.com  
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# MULTI-PURPOSE QUADRA-BUCKET

**Werk-Brau Equipment**  
 Sales, Rental, Parts and Service  
 1770 Leo Road, Saunung, Guam 96913  
[www.werkbrauequipment.com](http://www.werkbrauequipment.com)  
 Tel: 671-649-1946

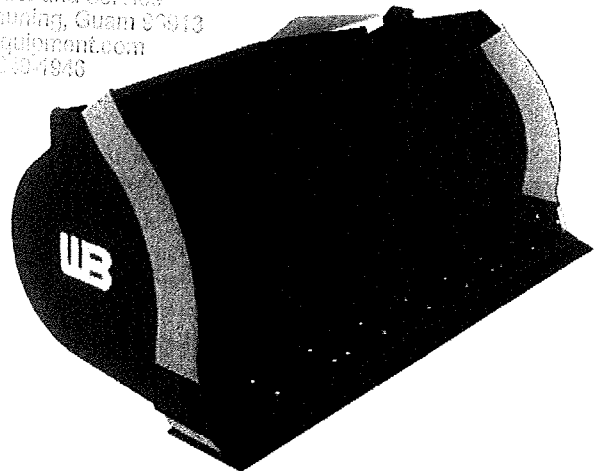
## MULTI-PURPOSE QUADRA-BUCKETS

LOADER CLASS	PART NUMBER	BUCKET WIDTH	EDGE LENGTH	CAPACITY STRUCK	CAPACITY RATED	WEIGHT
BH	QB821L	82"	84"	0.85	1.00	1,600
BH	QB921L	92"	94"	1.06	1.25	1,800
BH	QB961L	96"	98"	1.17	1.38	1,950
1	QB1WL100-1.25	100"	103"	1.06	1.25	2,175
1	QB1WL100-1.50	100"	103"	1.27	1.50	2,475
1	QB1WL100-1.75	100"	103"	1.48	1.75	2,775
2	QB2WL100-1.50	100"	102"	1.27	1.50	2,775
2	QB2WL100-2.00	100"	102"	1.69	2.00	3,275
2	QB2WL100-2.50	100"	102"	2.12	2.50	3,675
3	QB3WL100-2.50	100"	102"	2.12	2.50	3,850
3	QB3WL100-3.00	100"	102"	2.54	3.00	4,050
3	QB3WL100-3.25	100"	102"	2.75	3.25	4,350
3.5	QB3.5WL105-3.00	105"	108"	2.54	3.00	4,050
3.5	QB3.5WL105-3.25	105"	108"	2.75	3.25	4,350
4	QB4WL117-3.25	117"	119"	2.75	3.25	4,450
4	QB4WL117-3.50	117"	119"	2.97	3.50	4,850
4	QB4WL117-3.75	117"	119"	3.18	3.75	5,050
5	QB5WL124-3.50	124"	126"	2.97	3.50	4,900
5	QB5WL124-4.00	124"	126"	3.39	4.00	5,100
5	QB5WL124-4.50	124"	126"	3.81	4.50	5,400
6	QB6WL132-5.00	132"	135"	4.24	5.00	6,300
6	QB6WL132-6.00	132"	135"	5.08	6.00	7,600
6	QB6WL132-7.00	132"	135"	5.93	7.00	8,000

# GENERAL PURPOSE HIGH PERFORMANCE BUCKET

Werk-Brau  
EQUIPMENT  
Sales, Rent, Parts and Service  
2775 San Ramon, Saipan, Guam 96913  
Tel: (670) 253-4940  
www.werk-brau.com  
(670) 253-4940

The Werk-Brau General Purpose High Performance Bucket has an enhanced high-performance profile. This bucket holds approximately 5% more than our General Purpose Bucket. Specifically designed to dig in virgin soil and re-handle materials up to 3,200 lbs/cubic yard in density.

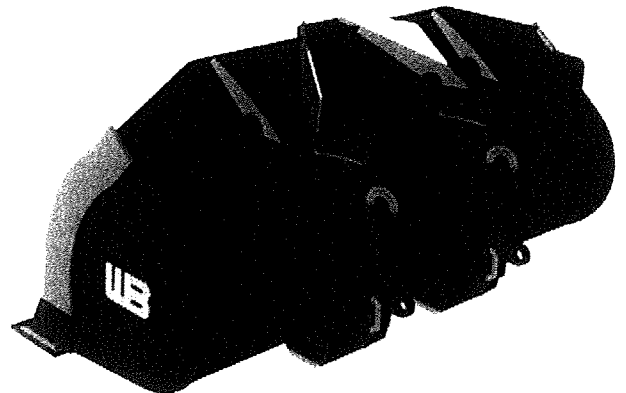


High-strength, abrasion-resistant steel is utilized in all critical components. All seams are welded solid for extra durability. Each bucket is engineered with tapered side plates to reduce wear on the buckets sides, and to allow for easier dumping. It also has curved side plates for maximum material retention. An inclined bottom reduces loading force and an increased roll back angle for material retention. The beveled design also allows for a higher material retention.

Auxiliary edge and teeth are available upon request.

2.0 cu. yd. to 9.0 cu. yd. of various widths are available. Special designs and capacities available upon request.

Bucket design incorporates an inclined bottom to reduce loading forces. Strong top design withstands high-digging forces exerted by today's machines, and curved side wall to allow to a higher yield in capacity.





# GENERAL PURPOSE HIGH PERFORMANCE BUCKET

Werk-Brau  
 19750 Old Road, Suite 100, Findlay, OH 45834  
 19750 Old Road, Suite 100, Findlay, OH 45834  
 Werk-Brau.com  
 Tel: 419-291-4946

## GENERAL PURPOSE HIGH PERFORMANCE LOADER BUCKETS

LOADER CLASS	PART NUMBER	BUCKET WIDTH	EDGE LENGTH	CAPACITY STRUCK	CAPACITY RATED	WEIGHT
BH	WBLH82-1.00	82"	83"	0.85	1.00	1,050
BH	WBLH92-1.25	92"	93"	1.06	1.25	1,125
BH	WBLH96-1.50	96"	97"	1.27	1.50	1,200
MINI	LHG055450	54"	55"	0.42	0.50	700
MINI	LHG056275	62"	63"	0.64	0.75	775
MINI	LHG0574100	74"	75"	0.85	1.00	825
MINI	LHG0574125	74"	75"	1.00	1.25	890
1	LHG14750	47"	48"	0.42	0.50	850
1	LHG166100	66"	69"	0.85	1.00	1,050
1	LHG188125	88"	91"	1.06	1.25	1,300
1	LHG196150	96"	99"	1.27	1.50	1,675
1	*LHG1100200	100"	102"	1.69	2.00	1,850
1	*LHG1100225	100"	102"	1.91	2.25	1,900
1	*LHG1100250	100"	102"	2.17	2.50	1,925
2	*LHG2100200	100"	102"	1.69	2.00	1,775
2	*LHG2100225	100"	102"	1.91	2.25	1,875
2	*LHG2100250	100"	102"	2.17	2.50	1,975
2	*LHG2100275	100"	102"	2.33	2.75	2,075
2	*LHG2100300	100"	102"	2.54	3.00	2,175
3	*LHG3100250	100"	102"	2.17	2.50	2,250
3	*LHG3100275	100"	102"	2.33	2.75	2,350
3	*LHG3100300	100"	102"	2.54	3.00	2,450



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

# BUSINESS LICENSE

SRL NO: 2402124

R

Ltd Liability Company Retail  
 ACCOUNT 30-200400017-001  
 EXPIRES 01/31/2024

ISSUED	MORRICO EQUIPMENT, LLC	FEE	1000 00
DOING BUSINESS	MORRICO EQUIPMENT, LLC	PENALTY	17 00
		TOTAL FEE	1017 00

TYPE OF LICENSE: SALE OF TRUCKS, FORKLIFTS, GENERATORS,  
 & OTHER HEAVY EQUIPMENT & RELATED PARTS

**PAID**

FEB 17 2023

Treasurer of Guam  
 #2

BUSINESS

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

MAILING

197 YPAO RD  
 TAMUNING GUAM

TELEPHONE:

BUSINESS 649-1946  
 ZIP: 96913

2/17/23

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

*John M. Shimizu*  
 John M. Shimizu  
 DIRECTOR OF REVENUE AND TAXATION



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

# BUSINESS LICENSE

SRL NO: 2402123

R

Ltd Liability Company Wholesale  
 ACCOUNT 20-200400017-001

EXPIRES 01/31/2024

FEE	100 00
PENALTY	17 00
TOTAL FEE	117 00

ISSUED MORRICO EQUIPMENT, LLC

DOING BUSINESS MORRICO EQUIPMENT, LLC

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

**PAID**

FEB 17 2023

Treasurer of Guam  
 \$2

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

MAILING

197 YPAO RD  
 TAMUNING GUAM

ZIP: 96913

BUSINESS

648-1946

TELEPHONE:

2/17/23

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

*[Signature]*  
 Dafne Maresca Alt-Shimizu  
 DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION  
 GOVERNMENT OF GUAM  
 P.O. Box 23607  
 Benigada, Guam 96921

# BUSINESS LICENSE

SRL NO: 2402119

R

Ltd Liability Company Service  
 ACCOUNT 13-200400017-001

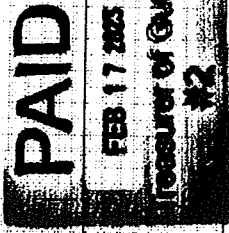
EXPIRES 01/31/2024

FEE	50 00
PENALTY	17 00
TOTAL FEE	67 00

ISSUED MORRICO EQUIPMENT, LLC

DOING BUSINESS MORRICO EQUIPMENT, LLC

TYPE OF LICENSE: REPAIR OF HEAVY EQUIPMENT



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

MALING 197 YPAO RD  
 TAMUNING GUAM

TELEPHONE: BUSINESS 648-1946 ZIP: 96913

2/17/23

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*Dafne M. Shimizu*  
 Dafne M. Shimizu  
 DIRECTOR OF REVENUE AND TAXATION



# GUAM SOLID WASTE AUTHORITY



LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Lt. Governor of Guam

IRVIN SLIKE  
General Manager

## BID STATUS

### MORRICO EQUIPMENT

Attn: Paul Eustaquio  
197 Ypao Rd.  
Tamuning, Guam 96913  
[paul@morricoequipment.com](mailto:paul@morricoequipment.com)  
(671) 483-0180

BID INVITATION NO.; GSWA-004-24

OPENED: December 5, 2023

### DESCRIPTION: COMPACT WHEEL LOADER W/ ATTACHMENTS

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 requirements stated in the IFB;
  - Non-conformance with the specifications;
  - Inability to provide future maintenance and services equipment;
  - High price; or
  - Others

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bid is recommended for award to: FAR EAST EQUIPMENT CO., LLC.

Thank you for your participation. Please send your authorized representative to pick up your original bid status and Cashier's Check, Letter of Credit, and/or Surety Bond.

ACKNOWLEDGEMENT RECEIPT	
Return to GSWA by email or fax.	
Received By	<u>Paul Eustaquio</u>
Date	<u>12/13/23</u>
Company Name	<u>Morrigo Equipment</u>
Fax to: 671-649-3777	
Email: <a href="mailto:procurement@gswa.guam.gov">procurement@gswa.guam.gov</a>	

\_\_\_\_\_  
IRVIN L. SLIKE,  
General Manager

ROBERTS FOWLER & VISOSKY LLP  
ATTORNEYS AT LAW

TIM ROBERTS  
KEVIN J. FOWLER  
JON A. VISOSKY  
SETH FORMAN

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

Of Counsel:  
MELINDA S. SWAVELY  
DAVID W. DOOLEY

Writer's Direct Email:  
fowler@guamlawoffice.com

December 27, 2023

**PROCUREMENT PROTEST**

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

Irvin L. Slike  
General Manager  
**GUAM SOLID WASTE AUTHORITY**  
546 North Marine Corps Drive  
Tamuning, Guam 96913



**Guam Solid Waste Authority**  
**Procurement**

Date Received: 12/27/2023  
Time Received: 2:48pm  
Received By: C. Aquino

**RE: GSWA-004-24: 24 Compact Wheel Loader with Attachments**

Dear Mr. Slike,

This office represents Morrico Equipment, LLC ("Morrico"), 197 Ypao Road, Tamuning, Guam 96913, with respect to GSWA-004-24, a procurement solicitation for a Compact Wheel Loader with Attachments (the "IFB"). Morrico hereby files its protest with respect to the IFB. The reasons for this protest are as follows.

The Guam Solid Waste Authority ("GSWA"), let the subject IFB on November 3, 2023. Morrico submitted its bid on the IFB offering a Case 221F Loader. However, in a "Bid Status" received by Morrico on December 13, 2023, the GSWA rejected the Morrico bid due to "Non-conformance with the specifications." The GSWA did not note which specification Morrico failed to meet. Morrico submitted a Deviation Letter with its bid. The GSWA specifications and Morrico's deviations thereto are as follows:

**1) GSWA Specification:**

Powertrain: Max rise and fall single wheel: 15 inches maximum, 14 inch minimum.

**Morrico Deviation:**

Morrico has a rise and fall single wheel of 11.8 inches for Case 221F Loader.

**EXHIBIT C**

**2) GSWA Specification:**

Cooling: Hydraulically activated, self-adjusting internal wet disc brakes and driveline drum brake.

**Morrigo Deviation:**

Has a fan directly connected to the engine for Case 221F Loader.

**3) GSWA Specification:**

Operating Weight: 1.4 CY multi-purpose bucket: 12,800 lbs. maximum.

**Morrigo Deviation:**

Has 1.38 CY multi-purpose bucket.

**4) GSWA Specification:**

One (1) additional 1.4 CY bucket with bolt on edge.

**Morrigo Deviation:**

Werk Brau supplies a 1.25 CY General Purpose Bucket.

**5) GSWA Specification:**

One (1) 60-inch pick-up broom: 800lb. minimum; 900 lb. max.

**Morrigo Deviation:**

Smallest pick-up sweeper has a weight of 946 pounds.

**6) GSWA Specification:**

One (1) operator's manual on CD.

**Morrigo Deviation:**

Will supply a copy of the Operator's Manual on a USB Drive.

**7) GSWA Specification:**

One (1) Warranty Manual.

**Morrigo Deviation:**

Case does not provide a warranty manual.

**8) GSWA Specification:**

Online manual for parts, service & repair.

**Morrico Deviation:**

This is a dealer only item. Only dealers are permitted to access the dealer portals. A digital copy of the parts, service, and repair manual will be supplied.

As noted above, GSWA did not advise Morrico which of the foregoing deviations it relied on to reject Morrico's bid.

However, Morrico was not able to offer a product that met all specifications of the IFB, which is understandable since it cannot offer the John Deere 244P make and model on which GSWA based its specifications. In response to a question from Far East Equipment Company, LLC, GSWA advised that it based its specifications on a particular make and model of a compact loader, the "John Deere model 244P." But GSWA cannot restrictively apply the specifications of a particular manufacturer's product. Paragraph 19 of the IFB's General Terms and Conditions, provides as follows:

**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.

This "Brand Names" clause of the IFB's General Terms and Conditions, is an implementation of the provisions of 2 GAR § 4103(b)(2)(b), governing the use of brand names in specification development. But these regulations do not allow the application of brand name specifications in a restrictive manner. Instead, the specifications must be construed as descriptive only and must allow for the consideration for award of any substantially equivalent product. 2 GAR § 4103(b)(2)(b)(iii). The use of brand name specifications cannot be allowed to restrict competition. 2 GAR § 4103(b)(2)(b)(v).

5 GCA § 5265 provides that: "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." In addition, 5 GCA § 5268(a) provides that: "Specifications shall not include requirements, such as but not limited to restrictive dimensions, weights or materials, which unnecessarily restrict competition, and shall include only the essential physical characteristics and functions required to meet the Territory's minimum needs." An agency should avoid specifications



peculiar to one manufacturer and, instead, should develop specifications that “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.” 5 GCA § 5268(b) and (c).

The GSWA’s application of the John Deere 244P specifications in a restrictive manner is in violation of the foregoing regulations and statutes. Restrictive application of the John Deere 244P specifications here has reduced competition, and will result in a tremendous increase in costs to the Territory. This is because the product that Morrico bid was \$47,000 less expensive than the John Deere 244P offered by Far East Equipment. The minimum needs to be met by the GSWA are those that any loader would fulfill, and the loader offered by Morrico meets those basic needs.

Accordingly, based on the foregoing, Morrico respectfully requests that the GSWA accept the lesser priced loader offered by Morrico. Please be advised that pursuant to 5 G.C.A. § 5425, you are not to proceed further with the procurement or award of a procurement contract prior to resolution of this bid protest.

Sincerely,

ROBERTS FOWLER & VISOSKY, LLP



**Kevin J. Fowler**



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Secretary of Health

JOSHUA F. TENORIO  
Deputy Secretary of Health

IRVIN L. SLIKE  
General Manager



November 14, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

### Questions and Concerns received from Far East Equipment Co. On November 13, 2023

1. In regards to the high-flow hydraulics requirement for the broom attachment, John Deere's broom attachment does "NOT" require high-flow. Will high-flow still be required?

**Response:** The hydraulic flow range is typical for brooms.

2. What make and model machine was used to form the specs of this bid?

**Response:** John Deere model 244P.

Irvin L. Slike,  
General Manager

<b>ACKNOWLEDGEMENT RECEIPT</b>	
Return to GSWA by email or fax.	
Received By	Ryno-Paul Santos
Date	11/14/23
Company Name	Far East Equipment Co. LLC
Fax to: 671 649 3777	
Email: <a href="mailto:procurement@gswa.guam.gov">procurement@gswa.guam.gov</a>	



# GUAM SOLID WASTE AUTHORITY



LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Lt. Governor of Guam

IRVIN L. SLIKE  
General Manager

April 5, 2024

**VIA HAND DELIVERY**

Kevin J. Fowler, Esq.  
Robert Fowler & Visosky, LLP  
865 South Marine Corps Drive, Suite 201  
Tamuning, Guam 96913

**ROBERTS FOWLER & VISOSKY LLP**

Date: 4/5/2024

Time: 2:00

Sign: [Signature]

**Re: Protest by Morrigo Equipment LLC to GSWA Invitation to Bid  
No. GSWA-004-24 for Compact Wheel Loader with Attachments**

Dear Mr. Fowler:

This is in response to your letter dated December 27, 2023, protesting the procurement of a Compact Wheel Loader published in IFB GSWA-004-24. The protest alleges that (1) Morrigo’s bid was rejected due to “non-conformance with the specifications” without advising which specification Morrigo failed to meet and (2) GSWA restrictively applied the specifications of a particular manufacturer’s product.

For the reasons set forth below, GSWA denies Morrigo’s protest.

Morrigo’s protest is untimely.

Morrigo submitted its protest after the statutory deadline. Guam’s procurement law requires a written protest be submitted within fourteen (14) days after the aggrieved bidder knows or should have known the facts giving rise to the protest. 5 GCA § 5425.

On November 14, 2023, GSWA informed all bidders, including Morrigo, that the John Deere model 244P was the make/model machine GSWA used to form the basis for some IFB specifications. Morrigo did not submit its written protest until Jan 2, 2024, more than 14 days from the date it was made aware that GSWA cited John Deere model 244P as its source for some of the IFB’s specifications. Therefore, Morrigo’s protest is untimely and denied.

GSWA’s IFB did not solicit a brand name product and was not unduly restrictive.

Even though Morrigo’s protest is denied for being untimely, GSWA also denies Morrigo’s allegation that the IFB solicited a brand name product. First, the IFB did not use any brand

Kevin J. Fowler, Esq.  
Morrigo Protest of IFB GSWA-004-24  
Page 4

**ORIGINAL**

**EXHIBIT E**



# GUAM SOLID WASTE AUTHORITY



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Governor of Guam

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Lt. Governor of Guam

**IRVIN L. SLIKE**  
General Manager

names in the specifications. Furthermore, as noted in your protest, the IFB provided that any reference to a manufacturer's brand name is intended to be descriptive but not restrictive.

The procurement record shows that GSWA sought a Compact Wheel Loader with horsepower and weight similar to a John Deere 244/P. Other manufacturers such as Case, Ford, and Volvo make units of similar size that perform similarly.

Furthermore, GSWA developed these specifications to meet the agency's needs in the best interests of Guam. The rise and fall of wheels is a measurement spec that other manufacturers such as Case, Volvo, and Caterpillar can meet. The wheel deflection is needed to get curb clearance in Guam's terrain. Based on experience, the type of waste GSWA would handle to clean up illegal dump sites and green waste such as dust, paper, and plastic can clog a radiator. Green waste such as brush, leaves, and branches is extremely dusty when ground up, and fine particles can clog radiators. Therefore, the specifications also requested a loader with a reversible hydraulic fan to reverse flow to maintain engine coolant temperature. Again, there are several manufacturers that offer products that could have met the IFB specifications.

The specifications are not restrictive and seek a machine that meets GSWA's needs. The specifications do not refer to a brand name and can be met by different vendors. Therefore, the IFB did not restrictively procure a specific manufacturer's product and would deny the protest on that basis too.

## Morrico's bid failed to meet the IFB requirements.

Instead of submitting a bid that met the IFB specifications, Morrico submitted a bid that included several "deviations". An IFB is awarded "to the lowest responsible and responsive bidder" whose bid meets the requirements and criteria set forth in the IFB. 5 GCA § 5211(g) and 2 GAR Div 4 § 3109(n)(1). A responsive bidder is a bid that conforms in all material respects to the IFB. 5 GCA § 5201(g) and 2 GAR Div 4 § 3109(n)(2). Any offer that does not meet the acceptability requirements must be rejected as nonresponsive. 2 GAR Div 4 §§ 3109(n)(3), 3115(3)(3)(A)(ii). Morrico admitted in its bid that the product offered failed to meet the IFB requirements. This resulted in Morrico offering a product smaller than what is needed to perform the necessary functions and unable to perform well in the anticipated environment of use. Because Morrico's bid failed to meet the IFB's requirements, GSWA appropriately rejected the bid as nonresponsive.

Morrigo did not request a reason for rejection, but Morrico also submitted a bid that it conceded failed to meet the specifications. Morrico knew or should have known that its failure to offer a product that met the IFB specifications was grounds for rejection.

Kevin J. Fowler, Esq.  
Morrigo Protest of IFB GSWA-004-24



# GUAM SOLID WASTE AUTHORITY



**LOURDES A. LEON GUERRERO**  
Governor of Guam

**JOSHUA F. TENORIO**  
Lt. Governor of Guam

**IRVIN L. SLIKE**  
General Manager

## Conclusion.

GSWA denies Morrigo's protest for untimeliness but also denies Morrigo's claim that the IFB improperly used a brand name in favor of a particular vendor. Morrigo has the right to administrative and judicial review of this decision, denying the protest.

**IRVIN L. SILKE**  
General Manager



# GUAM SOLID WASTE AUTHORITY

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Governor of Guam

JOSHUA F. TENORIO  
Lt. Governor of Guam

IRVIN L. SLEKE  
General Manager



## **IFB TIMETABLE:**

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

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Registration Form for GSWA IFB Packet will be available on the Guam Solid Waste Authority website at [www.gswa.guam.gov](http://www.gswa.guam.gov). Friday, November 3, 2023

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Deadline for Receipt of Written Questions must be e-mailed to the Guam Solid Waste Authority at [procurement@gswa.guam.gov](mailto:procurement@gswa.guam.gov), ATTN: General Manager Thursday, November 9, 2023 on or before 5:00PM Chamorro Standard Time

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Deadline for Answers to Written Questions will be e-mailed to Offerors who registered. Wednesday, November 14, 2023 on or before 5:00PM Chamorro Standard Time

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Bid Due Date & Bid Opening at the Guam Solid Waste Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Floor. 546 N. Marine Corps Dr., Tamuning, Guam Monday, November 20, 2023 at 1:00PM Chamorro Standard Time

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# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
LT Governor of Guam

IRVEN L. SLIKE  
General Manager



ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	PRICE EXTENSION
1.0	Compact Wheel Loader w/ Attachments	1	EA	\$ 227,261.18	\$ 227,261.18

### SPECIFICATIONS:

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.

	COMPLY / NON-COMPLIANCE
<b>Engine:</b> Gross HP at 2400 RPM: 73 HP minimum	Comply
Peak Torque at 1560 RPM: 206 foot lbs. minimum	Comply
Emissions: Compliant with EPA Final Tier 4/EU Stage V	Comply
Four cylinders	Comply
<b>Powertrain:</b> Hydrostatic with infinitely variable speed control over full range of operating speeds. 2 speed ranges, joystick mounted F-N-R, acceleration pedal.	Comply
<b>Axes:</b> Fixed, 100% differential, manually engaged front axle, fixed conventional differential rear axle or oscillating rear axle	Comply
Max rise and fall single wheel: 15 inches maximum, 14 inch minimum	Comply
Hydraulically activated, self-adjusting internal wet disc brakes and driveline drum brake	Comply
<b>Cooling:</b> Hydraulically driven, proportionally controlled fan or belt-driven fan	Comply
Articulation Angle: 30 degrees each direction	Comply
Cylinders: Heat treated chrome plated polished cylinder rods, hardened steel, replaceable bushings and pivot pins	Comply
<b>Hydraulics:</b> Main pump (loader and steering): 18 GPM standard, 29 GPM with high flow option.	Comply
Quick Coupling: Conforms with ISO 16028 quick coupling for all attachments	Comply
<b>Electrical:</b> Voltage: 12-volt or 24-volt electrical system	Comply
<b>Battery:</b> One (1) 24-volt or two (2) 12-volt	Comply
<b>Battery capacity:</b> One (1) 925 CCA or Two (2) 900 CCA	Comply
<b>Cab:</b> Seat: Air ride high back with head rest and dual lumbar support or mechanical suspension seat	Comply
Noise: Operator ear 70 dBA, Bystander 101 dBA	



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**IRVIN L. SLIKE**  
General Manager



	COMPLY / NON-COMPLIANCE
Air conditioning	Comply
Steering: Dual tilt and telescoping steering column	Comply
Performance: Conforms with SAE J1040, SAE J231, ISO 3471 and ISO 3449 ROPS/FOPS	Comply
<b>Operating Weight:</b> ISO quick coupler and 1CY general purpose bucket / bolt on edge 12,250 lbs. minimum	Comply
1.4 CY multi-purpose bucket: 12,800 lbs. maximum	Comply
Wheelbase: 7 feet minimum	Comply
Dump clearance: 40-degree full height – 8 feet 3 inches	Comply
Reach: 40-degree full height – 32 inches	Comply
Fork height fully raised: 10 feet minimum	Comply
Fork tipping load straight: 7000 lb. maximum	Comply
<b>Attachments:</b> ISO quick coupling mechanism: Conforms with ISO 16028	Comply
One (1) additional 1.4 CY bucket with bolt on edge	Comply
One (1) Tink claw bucket model 520 or equal	Comply
One (1) 60-inch pick-up broom: 800 lb. minimum; 900 lb. max	Comply
One (1) Fork: 48 inches minimum	Comply
<b>Equipment Warranty:</b> The Bidder guarantees to the Purchaser that the equipment, upon delivery, will be brand new and will have been constructed using entirely new components. Furthermore, the Bidder assures that any new equipment provided shall be free from any defects in manufacturing workmanship and materials for a duration of 24 months or 2,000 hours, whichever occurs first, commencing from the date of equipment delivery. This warranty encompasses any necessary repairs or replacements without any additional cost to the Purchaser.	Comply
<b>Miscellaneous Items:</b> One (1) operator's manual hardcopy	Comply
One (1) operator's manual on CD	Comply
One (1) complete illustrated parts book	Comply
One (1) shop repair manual	Comply
One (1) warranty manual	Comply
Manufacturer's training of GSWA crew (8 hours) & contracted mechanics (20 hours)	Comply
Online manual for parts, service & repair	Comply





# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Lt. Governor of Guam

IRVIN L. SLIKE  
General Manager



Delivered with a full tank of fuel

Comply

**Note: The GSA Federal Contract will be considered along with its terms and conditions if offered.**

**Bidding On:**

Manufacturer: John Deere

Year: 2024

Model: 244P

Place of Origin: USA

Date of Delivery: 200 Days ARO (Subject to force majeure)

**Attachments:**

- \* Haugen HPB 60-Euro Broom
- \*Rockland Multi-Purpose Bucket
- \*Tink Claw Bucket C520

# 244 P

Compact Wheel Loader



JOHN DEERE



EXHIBIT F



## 244 P-TIER COMPACT WHEEL LOADER



### ***RUN SMALL, DREAM BIG***

Your workday is usually long, your tasks can take you into tight places, and you need a multipurpose machine to get everything done. Smaller do-it-all equipment that combines head-turning maneuverability, sure-footed stability, and comfortable capability with productive power, responsive travel speed, and ease of serviceability. Meet the 244 P-Tier Compact Wheel Loader, designed to include a wide range of reliable standard features and proven options that help you imagine the big results this highly adaptable multitasker can deliver for your operation.



## FEATURES

### Turn things around

Industry-exclusive Articulation Plus™ steering system combines 30 degrees of articulation with 10 additional degrees of rear-wheel steer. Reduced articulation angle design delivers tighter turns that are more stable, especially with large loads, than comparatively sized loaders without Articulation Plus.

### On the level

Loader arm and coupler design improves the lifting path to near parallel — for better load-carrying capability than previous models. This keeps the load more level from ground to truck-bed height and helps the operator focus on the task instead of on making manual adjustments.

### Fast getaway

With a standard top speed of over 23 mph, the 244 P-Tier can make some pretty quick moves on and between jobsites.

### Smooth moves

Load-sensing AutoShift powertrain technology eliminates productivity-interrupting manual shifts between gear ranges while providing smooth direction changes.

### Control and command

Low-effort joystick controls boom and bucket, forward-neutral-reverse (F-N-R), and differential lock. Standard mini-joystick controls auxiliary hydraulic functions including optional high-flow. Adjustable-height monitor lets operators keep close watch on vital machine functions.

### Enjoy the ride

Standard ride control cushions the boom during travel over rough and uneven terrain, reducing material spillage from the bucket and minimizing site cleanup.



**MORE  
STABLE\***

+



**MORE  
MANEUVERABLE\***

+



**MORE  
CAPABLE\***

\*Compared to leading competitive articulation loaders of the same size.



### Lighten up

In-cab lighting activates when the door is opened to illuminate machine entrances and exits. Optional LED front and rear work-lights brilliantly brighten early morning or after-daylight tasks.

### Quick-change artist

Equip your 244 P-Tier with an ISO coupler to quickly and easily go from bucket to forks, for maximum lift capacity. Opt for the available John Deere quick-coupler to utilize a wide array of skid-steer-compatible attachments. High-flow electro-hydraulic-controlled auxiliary hydraulics are also available.

### It's a lock

Optional throttle lock and creep control let operators set a slow ground speed while maintaining full engine power to an attachment. Now even easier to activate and adjust on the fly, these functions are perfect for work with snow blowers, cold planers, or material scrapers.

### Get a grip

Manual low-speed 100-percent differential lock delivers the ground-gripping tractive effort needed to dive deep into the pile and help heap the bucket. Rimpull control manages power to the wheels, allowing the operator to select the optimal setting to reduce tire and driveline wear.

### Keep your cool

Redesigned engine compartment and cooling package improve airflow and reduce the amount of debris entering the system compared to previous models. Access to all daily service checks and cooler cores is from ground level.

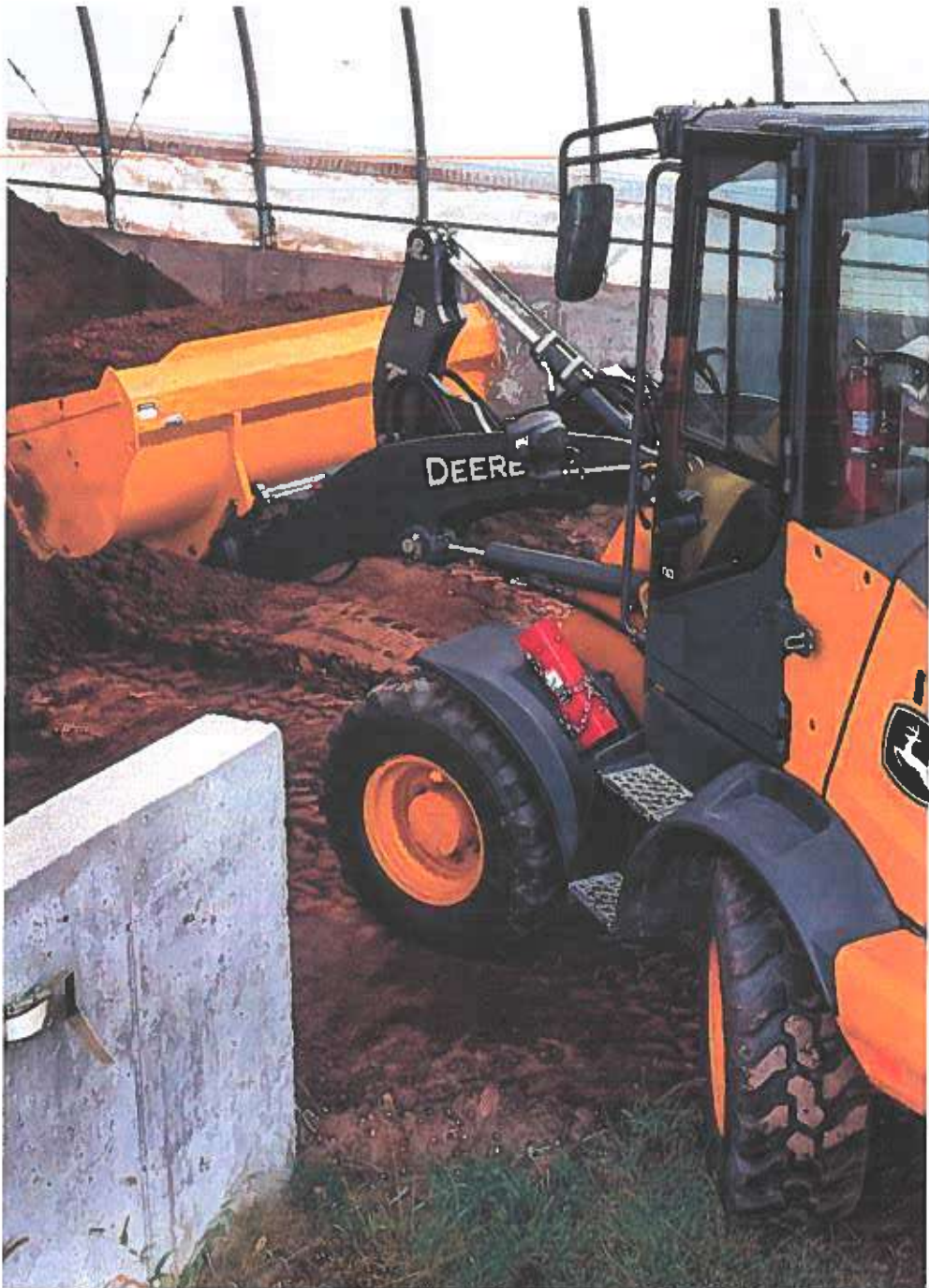


EXHIBIT F



## 244 P-TIER COMPACT WHEEL LOADER



**OPTIONAL LED  
FRONT & REAR WORKLIGHTS  
ENHANCE VISIBILITY**

### **Business booster**

John Deere attachments are a great way to expand the flexibility of your operation. With more than 100 models, they'll help you broaden your abilities, work smarter, and accomplish even more.

### **Here to back you up**

Parts and service are always available at over 1,400 John Deere dealer locations throughout North America.

**EXHIBIT F**

## 244 P-TIER WHEEL LOADER SPECIFICATIONS

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

<b>Engine</b>		<b>244 P-TIER</b>	
Manufacturer and Model	Yanmar 4TNV98CT	Gross Rated Power at 2,400 rpm (ISO 14396)	54 kW (73 hp)
Non-Road Emission Standard	EPA Final Tier 4/EU Stage V	Peak Torque at 1,560 rpm	280 Nm (206 lb.-ft.)
Cylinders	4	Engine Bore and Stroke	98 x 110 mm (3.89 x 4.33 in.)
Valves per Cylinder	4	Lubrication	Pressure system with full-flow spin-on filter
Displacement	3.3 L (203 cu. in.)	Aspiration	Turbocharged
Net Peak Power at 2,400 rpm (SAE J1349 / ISO 9249)	52 kW (71 hp)	Air Cleaner	Dual safety element dry type
<b>Cooling</b>			
Fan	Hydraulically driven, proportionally controlled		
Engine Coolant Rating	-37 deg. C (-34 deg. F)		
<b>Powertrain</b>			
Type	Hydrostatic (HST) with infinitely variable speed control over full range of operating speeds; 2 speed ranges; joystick-mounted F-N-R; acceleration pedal; HST inching pedal, which allows infinitely reduced travel speeds while maintaining full engine rpm and hydraulic flow		
2 Travel Speeds in Forward and Reverse (equipped with 365/70R18 tires)			
Gear 1	18 km/h (11.0 mph)		
Gear 2	38 km/h (23.5 mph)		
<b>Axes</b>	Fixed, 100% differential, manually engaged front axle; fixed, conventional differential rear axle		
Rear Axle Oscillation Versus Front Axle	16 deg. total, stop to stop		
<b>Differentials</b>	Manual (push-button) 100% locking front, conventional rear		
Maximum Rise and Fall, Single Wheel	370 mm (14.5 in.)		
<b>Steering</b>	Hydraulic power steering (SAE J1511); 30-deg. articulation left and right with mechanical-actuated rear-wheel steering		
Steering Wheel Turns, Stop to Stop	4¼ (2 left / 2¼ right)		
Articulation Angle	60-deg. arc (30 deg. each direction)		
<b>Final Drive</b>	Heavy-duty outboard planetary		
<b>Brakes (SAE J1473 / ISO 3450)</b>			
Service Brakes	Hydraulically actuated, self-adjusting internal wet-disc brake and driveline drum brake		
Parking Brake	Automatically spring-applied, hydraulically released, internal wet disc		
<b>Hydraulics</b>			
<b>Main Pump (loader and steering)</b>	Fixed-displacement gear pump; open-center system		
Standard	70 L/m (18 gpm)		
Total With High-Flow Option	109 L/m (29 gpm)		
<b>Maximum Pressure at Couplings</b>	23 000 kPa (3,335 psi)		
<b>System Relief Pressure</b>			
Loader	23 000 kPa (3,335 psi)		
Steering	18 000 kPa (2,611 psi)		
<b>Controls</b>	Pilot-operated, 3-function valve with single-lever control for boom and bucket, standard pin disconnect and 3rd-function proportional electrohydraulic (EH) auxiliary hydraulics		
<b>Cylinders</b>			
Type	Heat-treated, chrome-plated, polished cylinder rods; hardened steel (replaceable bushings) pivot pins		
<b>Electrical</b>			
Type	Electrical load center with blade-type multi-fused circuits		
Voltage	12 volt		
Number of Batteries	1		
Battery Capacity	925 CCA		
Alternator Rating	80 amp		
<b>Lights (SAE 99)</b>	Driving/front working lights (2), turn signals, flashers, and stop- and taillights		
<b>Operator Station</b>			
<b>Noise Level</b>			
Operator Ear (ISO 6396)	70 dBA		
Bystander (ISO 6395)	101 dBA		
<b>Tires/Wheels</b>			
<b>Tires on Single-Piece Rims</b>	<i>Tread Width*</i>	<i>Width Over Tires†</i>	<i>Change in Vertical Height</i>
365/70R18 Mitas EM01 (standard)	1510 mm (4 ft. 11 in.)	1920 mm (6 ft. 4 in.)	0 mm (0 in.)
405/70R18 Firestone Duraforce (optional)	1510 mm (4 ft. 11 in.)	1960 mm (6 ft. 5 in.)	+23 mm (+0.9 in.)
400/70R20 Michelin XMCL (optional)	1510 mm (4 ft. 11 in.)	1960 mm (6 ft. 5 in.)	+44 mm (+1.7 in.)
400/70R20 Michelin Bibload (optional)	1510 mm (4 ft. 11 in.)	1950 mm (6 ft. 5 in.)	+38 mm (+0.9 in.)
400/70R20 Nokian Hakkapeliitta (optional)	1510 mm (4 ft. 11 in.)	1950 mm (6 ft. 5 in.)	+48 mm (+1.9 in.)
*Also see Q in Dimensions section on pages 7 and 9. / †Also see R in Dimensions section on pages 7 and 9.			
<b>Serviceability</b>			
<b>Refill Capacities</b>		<b>Refill Capacities (continued)</b>	
Cooling System (engine and radiator)	12.1 L (12.7 qt.)	Fuel Tank	90 L (23.8 gal.)
Differential and Planetary Axle		Hydraulic/HST Reservoir With Filter	66 L (17.4 gal.)
Front	5.2 L (5.5 qt.)	HST Motor Gearbox	1.7 L (1.8 qt.)
Rear	4.7 L (5.0 qt.)	Front/Rear Axle Planetary Hubs (each)	0.8 L (1.0 qt.)
Engine Oil With Filter	10 L (10.8 qt.)		



While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

**Operating Weights**

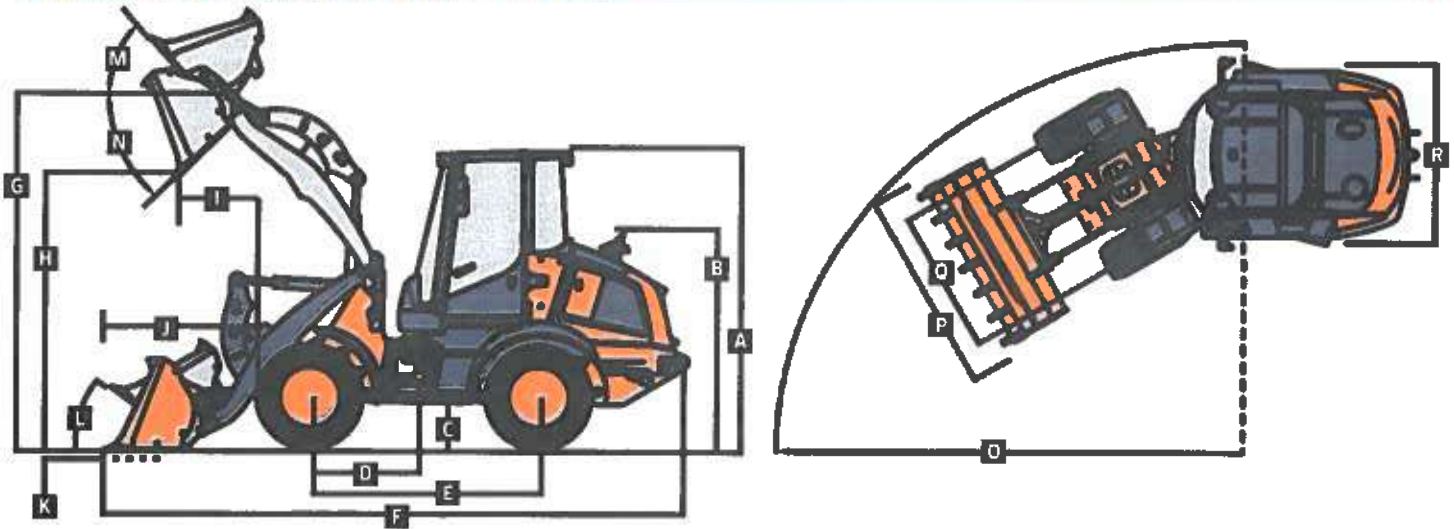
**244 P-TIER**

With standard equipment, 365/70R18 tires, standard counterweight, cab, 79-kg (175 lb.) operator, and full fuel tank

<b>ISO Quick-Coupler</b>	
With 0.8-m <sup>3</sup> (1.0 cu. yd.) General-Purpose (GP) Bucket With Bolt-On Edge	5560 kg (12,258 lb.)
With 1.1-m <sup>3</sup> (1.4 cu. yd.) GP Bucket With Bolt-On Edge	5680 kg (12,522 lb.)
With Fork	5455 kg (12,026 lb.)
<b>Quik-Tatch™ Quick-Coupler</b>	
With 0.8-m <sup>3</sup> (1.0 cu. yd.) GP Bucket With Bolt-On Edge	5690 kg (12,544 lb.)
With 1.1-m <sup>3</sup> (1.4 cu. yd.) GP Bucket With Bolt-On Edge	5800 kg (12,787 lb.)

<b>Quik-Tatch Quick-Coupler (continued)</b>	
With Fork	5500 kg (12,125 lb.)
<b>Optional Components</b>	
<b>ISO Quick-Coupler</b>	
0.8-m <sup>3</sup> (1.0 cu. yd.) Bucket With Bolt-On Edge	337 kg (743 lb.)
1.1-m <sup>3</sup> (1.4 cu. yd.) Bucket With Bolt-On Edge	457 kg (1,008 lb.)
Fork and Tines	232 kg (511 lb.)
<b>Quik-Tatch Quick-Coupler</b>	
0.8-m <sup>3</sup> (1.0 cu. yd.) Bucket With Bolt-On Edge	467 kg (1,030 lb.)
1.1-m <sup>3</sup> (1.4 cu. yd.) Bucket With Bolt-On Edge	577 kg (1,272 lb.)
Fork and Tines	277 kg (611 lb.)

**Dimensions and Specifications With ISO Quick-Coupler and Bucket**



244 P-TIER Z-BAR LOADER WITH ISO QUICK-COUPLER AND BUCKET  
Standard Linkage

**Dimensions With ISO Quick-Coupler and General-Purpose (GP) Bucket With Bolt-On Edge**

- A Height to Top of Cab
- B Height to Top of Exhaust
- C Ground Clearance
- D Length From Centerline to Front Axle
- E Wheelbase
- F Overall Length, Bucket on Ground
- G Height to Hinge Pin, Fully Raised
- H Dump Clearance, 40-deg. Full Height
- I Reach, 40-deg. Dump, Full Height
- J Maximum Dump Reach, 42-deg. Dump
- K Maximum Digging Depth
- L Maximum Rollback at Ground Level
- M Maximum Rollback at Full Height
- N Bucket Dump at Full Height
- O Turning Circle Radius Over Outside of Bucket Edge
- P Bucket Width
- Q Tread Width (standard)<sup>6</sup>
- R Width Over Tires (standard)<sup>6</sup>

	0.8-m <sup>3</sup> (1.0 cu. yd.)	1.1-m <sup>3</sup> (1.4 cu. yd.)
A	2.75 m (9 ft. 0 in.)	2.75 m (9 ft. 0 in.)
B	1.98 m (6 ft. 6 in.)	1.98 m (6 ft. 6 in.)
C	285 mm (11 in.)	285 mm (11 in.)
D	750 mm (30 in.)	750 mm (30 in.)
E	2.15 m (7 ft. 1 in.)	2.15 m (7 ft. 1 in.)
F	5.41 m (17 ft. 9 in.)	5.47 m (17 ft. 11 in.)
G	3.22 m (10 ft. 7 in.)	3.22 m (10 ft. 7 in.)
H	2.52 m (8 ft. 3 in.)	2.48 m (8 ft. 2 in.)
I	810 mm (32 in.)	860 mm (34 in.)
J	1.52 m (5 ft. 0 in.)	1.56 m (5 ft. 1 in.)
K	95 mm (4 in.)	95 mm (4 in.)
L	39 deg.	39 deg.
M	55 deg.	55 deg.
N	42 deg.	42 deg.
O	3.82 m (12 ft. 6 in.)	3.97 m (13 ft. 0 in.)
P	1.90 m (6 ft. 3 in.)	2.20 m (7 ft. 3 in.)
Q	1510 mm (4 ft. 11 in.)	1510 mm (4 ft. 11 in.)
R	1920 mm (6 ft. 4 in.)	1920 mm (6 ft. 4 in.)
	7.64 m (25 ft. 1 in.)	7.94 m (26 ft. 1 in.)

Loader Clearance Circle, Bucket Carry Position

<sup>6</sup>Also see *Tires/Wheels* section on page 6.

**Specifications With ISO Quick-Coupler and Bucket**

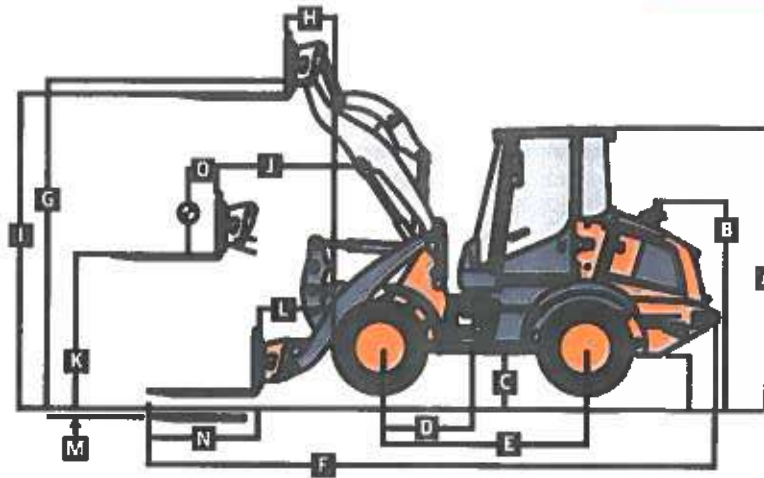
	0.8 m <sup>3</sup> (1.0 cu. yd.)	1.1 m <sup>3</sup> (1.4 cu. yd.)
Capacity, Heaped (SAE)	0.66 m <sup>3</sup> (0.86 cu. yd.)	0.9 m <sup>3</sup> (1.18 cu. yd.)
Capacity, Struck (SAE)	4895 kg (10,792 lb.)	4410 kg (9,722 lb.)
Breakout Force (SAE J732C)	4060 kg (8,951 lb.)	3930 kg (8,664 lb.)
Tipping Load, Straight	3700 kg (8,157 lb.)	3580 kg (7,893 lb.)
Tipping Load, Full Turn (SAE)	1850 kg (4,079 lb.)	1790 kg (3,946 lb.)

\*Rated operating capacity based on Deere attachments only.



## Dimensions and Specifications With ISO Quick-Coupler and Fork

## 244 P-TIER



244 P-TIER Z-BAR LOADER WITH ISO QUICK-COUPLER AND FORK

### Dimensions With ISO Quick-Coupler and Fork

- A Height to Top of Cab
- B Height to Top of Exhaust
- C Ground Clearance
- D Length From Centerline to Front Axle
- E Wheelbase
- F Overall Length, Forks on Ground
- G Height to Hinge Pin, Fully Raised
- H Reach, Fully Raised
- I Fork Height, Fully Raised
- J Maximum Reach, Fork Level
- K Fork Height, Maximum Reach
- L Reach, Ground Level
- M Depth Below Ground
- N Tine Length
- O Load Position, 50% Tine Length

### Specifications With ISO Quick-Coupler and Fork

Tipping Load, Straight	3215 kg (7,088 lb.)
Tipping Load, Full Turn (SAE)	2930 kg (6,460 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load (conforms to SAE J1197 / ISO 14397-1)*	1465 kg (3,230 lb.) <sup>†</sup>
Rated Operating Load, Rough Terrain, 60% Full-Turn Tipping Load (conforms to EN474-3)*	1820 kg (4,012 lb.) <sup>†</sup>
Rated Operating Load, Firm and Level Ground, 80% Full-Turn Tipping Load (conforms to EN474-3)*	2300 kg (5,071 lb.) <sup>†</sup>

\*Rated operating capacity based on Deere attachments only. / <sup>†</sup>Payload on forks is limited by tilt cylinder.

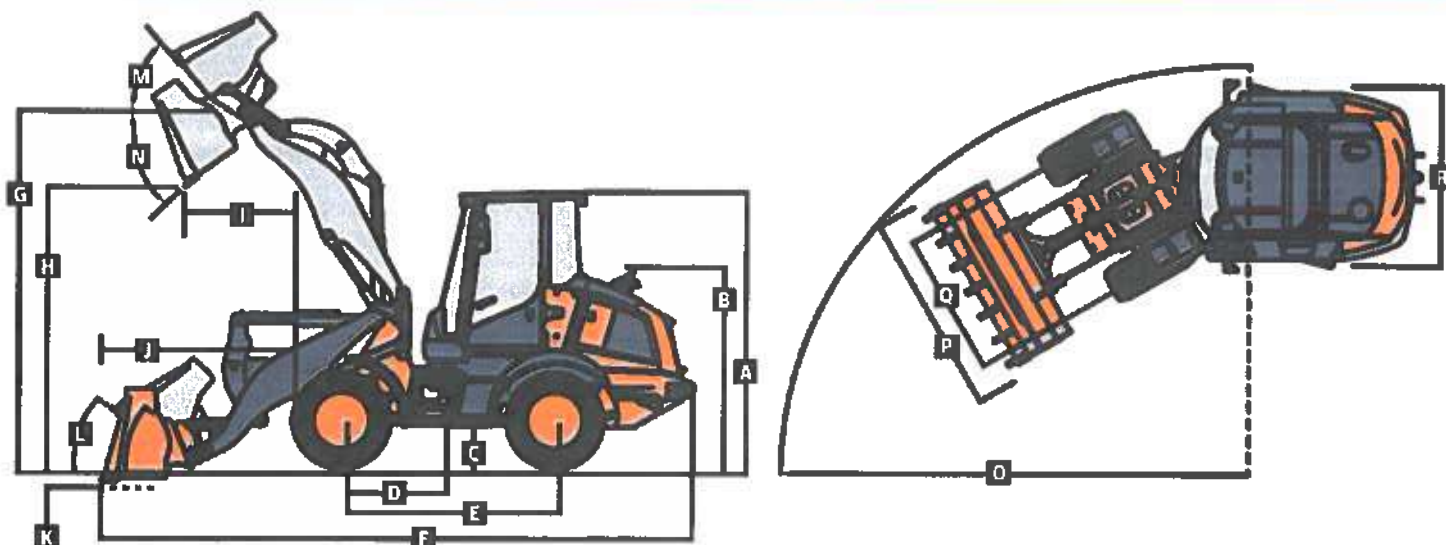
### Standard Linkage

1.20-m (48 in.) tine length
2.75 m (9 ft. 0 in.)
1.98 m (6 ft. 6 in.)
285 mm (11 in.)
750 mm (30 in.)
2.15 m (7 ft. 1 in.)
5.99 m (19 ft. 8 in.)
3.22 m (10 ft. 7 in.)
525 mm (21 in.)
3.05 m (10 ft. 0 in.)
1.24 m (4 ft. 1 in.)
1.45 m (4 ft. 9 in.)
740 mm (29 in.)
50 mm (2 in.)
1.20 m (48 in.)
600 mm (24 in.)

As measured with fork level, centered on tine

## Dimensions and Specifications With Quik-Tatch™ Coupler and Bucket

244 P-TIER



244 P-TIER Z-BAR LOADER WITH QUIK-TATCH COUPLER AND BUCKET

### Dimensions With Quik-Tatch Coupler and General-Purpose (GP) Bucket With Bolt-On Edge

- A Height to Top of Cab
- B Height to Top of Exhaust
- C Ground Clearance
- D Length From Centerline to Front Axle
- E Wheelbase
- F Overall Length, Bucket on Ground
- G Height to Hinge Pin, Fully Raised
- H Dump Clearance, 40-deg. Full Height
- I Reach, 40-deg. Dump, Full Height
- J Maximum Dump Reach, 42-deg. Dump
- K Maximum Digging Depth
- L Maximum Rollback at Ground Level
- M Maximum Rollback at Full Height
- N Bucket Dump at Full Height
- O Turning Circle Radius Over Outside of Bucket Edge
- P Bucket Width
- Q Tread Width (standard)<sup>1</sup>
- R Width Over Tires (standard)<sup>1</sup>

Loader Clearance Circle, Bucket Carry Position

<sup>1</sup>Also see *Tires/Wheels* section on page 6.

### Specifications With Quik-Tatch Coupler and Bucket

Capacity, Heaped (SAE)	0.8 m <sup>3</sup> (1.0 cu. yd.)
Capacity, Struck (SAE)	0.66 m <sup>3</sup> (0.86 cu. yd.)
Breakout Force (SAE J732C)	3645 kg (8,036 lb.)
Tipping Load, Straight	3620 kg (7,981 lb.)
Tipping Load, Full Turn (SAE)	3310 kg (7,297 lb.)
Rated Operating Load, 50% of Full-Turn Tipping Load (conforms to ISO 14397-1) <sup>*</sup>	1655 kg (3,649 lb.)

<sup>\*</sup>Rated operating capacity based on Deere attachments only.

### Standard Linkage

0.8-m <sup>3</sup> (1.0 cu. yd.)
2.75 m (9 ft. 0 in.)
1.98 m (6 ft. 6 in.)
285 mm (11 in.)
750 mm (30 in.)
2.15 m (7 ft. 1 in.)
5.61 m (18 ft. 5 in.)
3.22 m (10 ft. 7 in.)
2.52 m (8 ft. 3 in.)
1.09 m (3 ft. 7 in.)
1.71 m (5 ft. 7 in.)
55 mm (2 in.)
50 deg.
40 deg.
3.87 m (12 ft. 8 in.)
1.90 m (6 ft. 3 in.)
1510 mm (4 ft. 11 in.)
1920 mm (6 ft. 4 in.)
7.73 m (25 ft. 4 in.)

### Standard Linkage

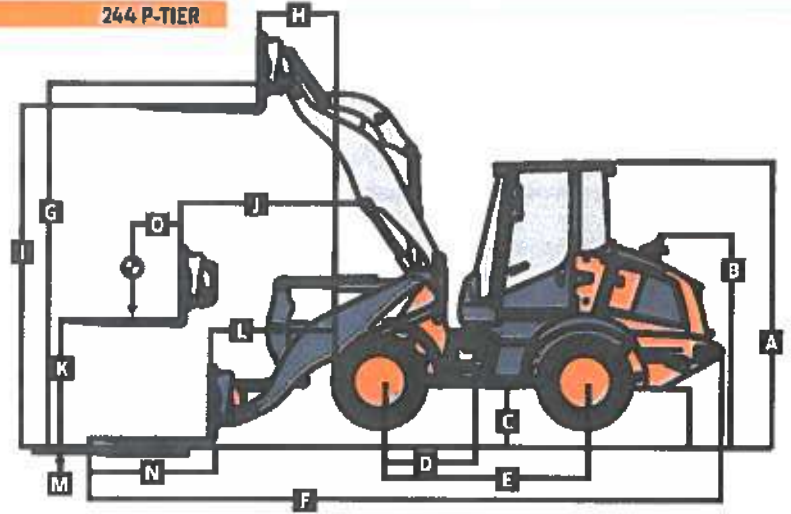
1.1-m <sup>3</sup> (1.4 cu. yd.)
2.75 m (9 ft. 0 in.)
1.98 m (6 ft. 6 in.)
285 mm (11 in.)
750 mm (30 in.)
2.15 m (7 ft. 1 in.)
5.68 m (18 ft. 7 in.)
3.22 m (10 ft. 7 in.)
2.45 m (8 ft. 0 in.)
1.15 m (3 ft. 9 in.)
1.76 m (5 ft. 9 in.)
55 mm (2 in.)
50 deg.
58 deg.
40 deg.
4.02 m (13 ft. 2 in.)
2.20 m (7 ft. 3 in.)
1510 mm (4 ft. 11 in.)
1920 mm (6 ft. 4 in.)
8.03 m (26 ft. 4 in.)

# 244 P-TIER

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

## Dimensions and Specifications With Quik-Tatch Coupler and Fork

## 244 P-TIER



244 P-TIER Z-BAR LOADER WITH QUIK-TATCH COUPLER AND FORK

### Dimensions With Quik-Tatch Coupler and Fork

- A Height to Top of Cab
- B Height to Top of Exhaust
- C Ground Clearance
- D Length From Centerline to Front Axle
- E Wheelbase
- F Overall Length, Forks on Ground
- G Height to Hinge Pin, Fully Raised
- H Reach, Fully Raised
- I Fork Height, Fully Raised
- J Maximum Reach, Fork Level
- K Fork Height, Maximum Reach
- L Reach, Ground Level
- M Depth Below Ground
- N Tine Length
- O Load Position, 50% Tine Length

### Specifications With Quik-Tatch Coupler and Fork

- Tipping Load, Straight
- Tipping Load, Full Turn (SAE)
- Rated Operating Load, 50% Full-Turn Tipping Load (conforms to SAE J1197 / ISO 14397-1)\*
- Rated Operating Load, Rough Terrain, 60% Full-Turn Tipping Load (conforms to EN474-3)\*
- Rated Operating Load, Firm and Level Ground, 80% Full-Turn Tipping Load (conforms to EN474-3)\*

Standard Linkage  
1.20-m (48 in.) tine length

- 2.75 m (9 ft. 0 in.)
- 1.98 m (6 ft. 6 in.)
- 285 mm (11 in.)
- 750 mm (30 in.)
- 2.15 m (7 ft. 1 in.)
- 6.08 m (19 ft. 11 in.)
- 3.22 m (10 ft. 7 in.)
- 570 mm (22 in.)
- 3.03 m (9 ft. 11 in.)
- 1.28 m (4 ft. 2 in.)
- 1.42 m (4 ft. 8 in.)
- 785 mm (31 in.)
- 75 mm (3 in.)
- 1.20 m (48 in.)
- 600 mm (24 in.)

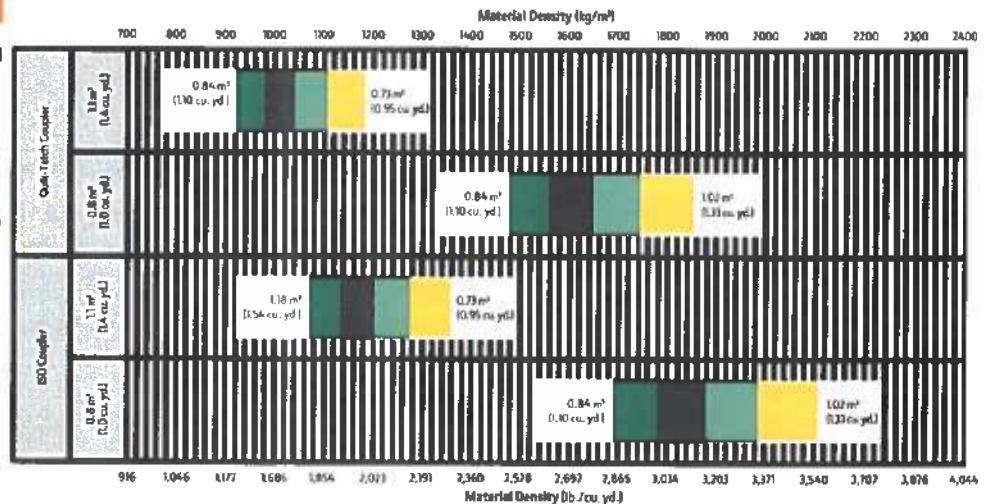
As measured with fork level, centered on tine

- 3060 kg (6,746 lb.)
- 2800 kg (6,173 lb.)
- 1400 kg (3,086 lb.)<sup>†</sup>
- 1680 kg (3,704 lb.)<sup>†</sup>
- 2160 kg (4,762 lb.)<sup>†</sup>

\*Rated operating capacity based on Deere attachments only. / <sup>†</sup>Payload on forks is limited by tilt cylinder.

### Bucket Selection Guide

LOAD (MATERIAL)	kg/m <sup>3</sup> (lb./cu. ft.)	LOAD (MATERIAL)	kg/m <sup>3</sup> (lb./cu. ft.)
Clay, (siltless)	248	Limestone, coarse, sand	970
Crusher load, (silt, dirtless)	675	Limestone, (siltless) sand	1482
Clay and gravel, dry	2092	Limestone, (siltless) or crushed	1795
Clay, (moist, silt)	1746	Sand, (clump)	2081
Clay, dry in dump loader	1009	Sand, dry	1762
Clay, (moist) in water	1282	Sand, (wet, full of water)	2081
Coal, (soft) and broken, (loose)	885	Soil, (loose), (quarried)	1714
Coal, (subbituminous, moderate) wet	808	Soil, (broken, crushed)	1851
Earth, (concrete) heavy, dry	1718	Slag, (broken, granulated)	1995
Earth, (road, packed)	1842	Stone or gravel, (2.5 to 50 mm)	1667
Gravel, (broken)	1538	Stone or gravel, (5 to 25 mm)	1667
Gypsum	2275	Stone or gravel, (19.75 mm (3/4 in.)) wet	1672



# Additional equipment

Key: ● Standard ▲ Optional or special  
See your John Deere dealer for further information.

## 244 P Engine

- Antifreeze, -37 deg. C (-34 deg. F)
- Coolant recovery tank
- Fan safety guard
- Fan, suction type, hydraulically driven, proportional speed
- Environmentally friendly engine oil drain
- Spin-on engine oil and fuel filter
- Engine oil cooler
- Quick-release fuel filter and water separator
- Under-hood dual-element air cleaner with restriction indicator with dust-evacuator valve
- Prescreened air intake
- Automatic glow plugs for cold start
- ▲ Engine coolant heater, 110 volts

## Electrical

- Starter switch with electric fuel cutoff
- 12-volt system
- Electrical load center with blade-type fuses behind operator's seat
- Standard 925-CCA battery
- Master electrical disconnect switch
- Alternator, 12 volts, 80 amps
- Horn (conforms to SAE J994 / J1446)
- Lights (conform to SAE 99): Driving / Front working (2) / Turn signals / Flashers / Stop / Taillights
- Worklights, rear (2)
- Reverse warning alarm (conforms to SAE J994 / J1446)
- Multifunction monitor with audible and visual warnings: Low engine oil pressure, engine coolant temperature, hydraulic oil temperature warning light, and parking brake indicator / Gauge and indicator: Engine coolant temperature gauge, fuel level gauge, speedometer, clock, and hour meter
- Indicator lights: Engine air filter / Parking brake actuated / Forward/reverse travel / 1st- or 2nd-speed range / Turn signal and hazard lights / High-beam driving lights indicator / Battery voltage
- Pre-wired for roof beacon

## Powertrain/Brakes

- Smooth AutoShift technology up to 38 km/h (23 mph)

## 244 P Powertrain/Brakes (continued)

- Hydrostatic (HST) transmission: Electric shift control / Single-lever joystick F-N-R / HST oil cooler / Inching pedal / 2 speeds forward and reverse / Infinitely variable speed control
- Rimpull control
- Service brakes, hydraulically actuated, self-adjusting internal wet-disc brake and driveline drum brake
- Parking brake, spring applied, hydraulically released, switch operated
- Conventional-type rear differentials, 100% locking front differential

## Hydraulic System

- Hydraulic fan for demand-based cooling
- Hydraulic system oil cooler
- Automatic bucket return-to-dig control
- Boom float detent
- Reservoir sight gauge for hydraulic/HST oil
- Fine-micron hydraulic filters, vertical mounting
- Hydraulic function lockout
- 3-function hydraulic valve with pilot joystick control including auxiliary electrohydraulic (EH) proportional control for 3rd function
- ▲ 109-L/m (29 gpm) high-flow option
- Quick-coupler diagnostic ports: Priority pressure / Hydraulic pump pressure / Control valve pressure / HST pressure

## Operator's Station

- Cab (conforms to SAE J1040, SAE J231, ISO 3471, and ISO 3449): ROPS/FOPS / Heater/defroster / Rubber-plane isolation mounted for noise/vibration reduction / Intermittent front and rear windshield wipers and washers / Tinted safety glass / Adjustable sun visor / Mid-back cloth seat with mechanical suspension / 51-mm (2 in.) retractable seat belt / Full swing-out left and right doors with sliding window in left door
- ▲ Premium air-ride high-back heated seat with headrest and dual lumbar control
- Radio-ready cab, fused 12-volt radio electrical lead and speakers, and power port
- ▲ AM/FM/Weather-Band (WB) radio

## 244 P Operator's Station (continued)

- Air conditioning
- Storage compartment for operator's manual and other items located under operator seat and 2 options left of operator seat
- Rubber floor mat
- Dual tilt and telescoping steering column
- Rearview mirrors, outside (2) and inside (1) (conform to SAE J985)
- Handholds and steps, ergonomically located and slip resistant (conform to SAE J185)
- ▲ 76-mm (3 in.) retractable seat belt

## Loader Linkage

- Z-Bar loader linkage provides high bucket breakout
- Loader boom service locking bar (conforms to SAE J38)

## Buckets and Attachments

- ▲ Full line of buckets with bolt-on cutting edges
- ▲ ISO-style quick-coupler
- ▲ Quik-Tatch™ coupler
- ▲ Full line of construction utility forks, pallet forks, and other John Deere attachments\*

## Tires

- 365/70R18 Mitas EM-01
- ▲ 405/70R18 Firestone Duraforce
- ▲ 400/70R20 Michelin XMCL
- ▲ 400/70R20 Michelin Bibload
- ▲ 400/70R20 Nokian Hakkapelitta

## Other

- ▲ LED worklights (spot or flood)
- ▲ Hydraulic reversing fan
- ▲ Front window guard
- Fenders, front and rear
- Articulation locking bar (conforms to SAE J276)
- Vandal protection, includes lockable engine enclosure and fuel fill
- Cast rear counterweight
- Drawbar, with locking pin
- Lift eyes
- Tie-downs
- Ride control
- ▲ Creep control/throttle lock
- ▲ Fire extinguisher

\*See your John Deere dealer for further information.

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan, at standard conditions per SAE J1349 and DIN 70 020, using No. 2-D fuel at 35 API gravity. No derating is required up to 1500 m (5,000 ft) altitude. Gross power is without cooling fan. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on a unit with all standard equipment, ROPS cab, 365/70R18 Mitas EM-01 tires, full fuel tank, air conditioning off, and 79-kg (175 lb) operator.

EXHIBIT F





MW244 PALU (23-05)



**JOHN DEERE**

**EXHIBIT F**



## STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & CANADA

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**STRUCTURALL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

### A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

### B. WHAT IS COVERED BY STANDARD WARRANTY

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

### C. EXCLUSIVE REMEDY

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of

all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

**D. ITEMS COVERED SEPARATELY -**

1. **Standard Warranty** does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, **Factory-Installed Undercarriage Warranty** does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. **Factory-Installed Undercarriage Warranty** does not apply to Scraper Tractors.
3. **StructurALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for **StructurALL Warranty**) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by **StructurALL Warranty**.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; Pushbeam, NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

**StructurALL Warranty** does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.



## **E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight.
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate.
6. Additional Cleaning - Above Dealer Labor Rate.
7. Rental Fees.
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, expenses to seek reinstatement of warranty following theft or loss of Product, or other accidents.
9. Premiums charged for Overtime Labor.
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. The use of "track type" tire chains on Feller Bunchers and Skidders is an unapproved modification. Warranty will be void on these machines using "track type" tire chains.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e., Winch not installed at factory.
24. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).
26. Lost or stolen Products.

## **F. TERMINATION OF WARRANTY-**

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.



#### **G. PARTS REPLACED UNDER WARRANTY -**

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

#### **H. TELEMATICS**

*NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).*

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

#### **I. OBTAINING WARRANTY SERVICE -**

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

#### **J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -**

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

#### **K. NO DEALER WARRANTY -**

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

#### **L. USED JOHN DEERE PRODUCTS ONLY -**

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

# TINK BUCKETS



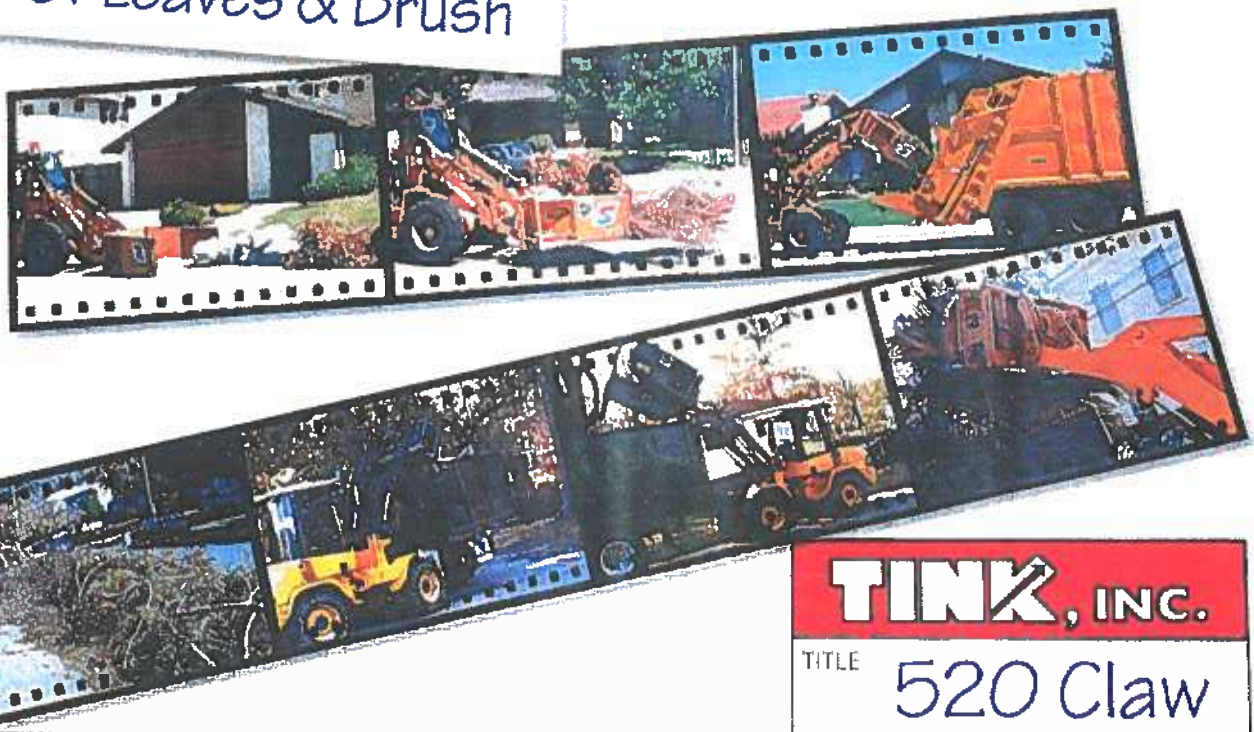
Load A  
Compactor Truck



Load An  
Open Top Truck



Efficient Collection  
Of Leaves & Brush

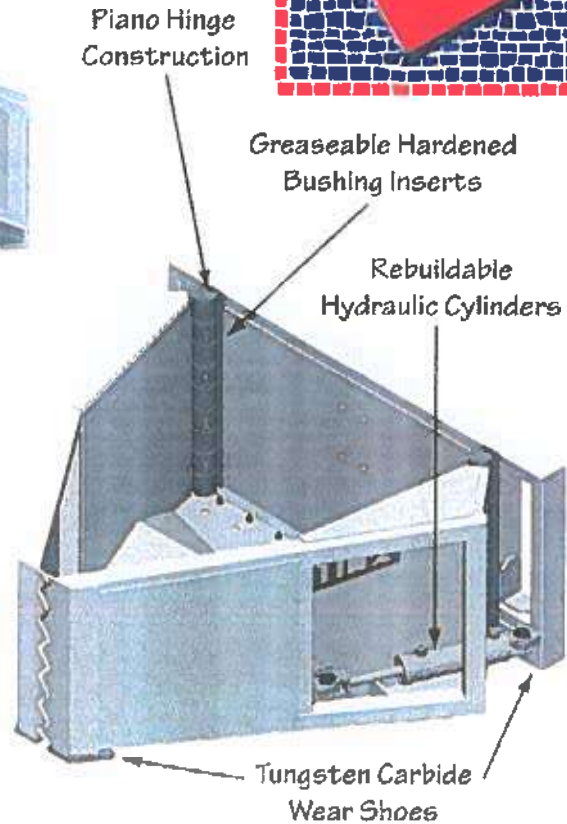
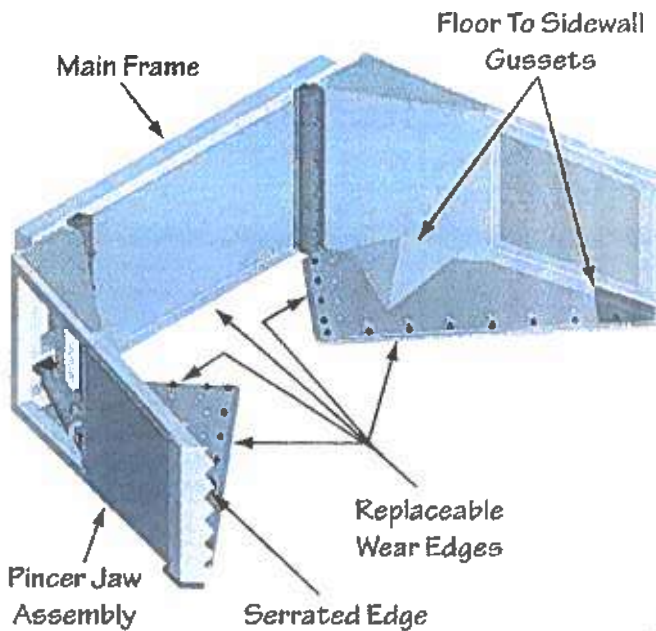


**TINK, INC.**

TITLE 520 Claw



# DESIGN FEATURES



## Tink 520 Claw

A special loader bucket that scoops leaves and loose garden waste out of the gutter and into disposal trucks at lower costs. The Claw can be mounted on most  $\frac{3}{4}$  to  $1\frac{1}{2}$  yard wheel loaders.

**The Pincer Jaw Assembly** is constructed of structural steel tubing welded together to form rigid rectangular frames. The framework is covered and strengthened with steel side panels. The serrated front edges assist in grasping and pinching materials.

**Wear Provisions** The underside of the Claw, which makes frequent contact with asphalt and other hard surfaces, is equipped with replaceable tungsten carbide wear shoes and hard steel blades that absorb a majority of the abrasion and wear. Tungsten carbide is an extremely hard material that is incorporated into the wear shoes to combine the highest wear and abrasion resistance possible with strength and impact resistance.

**Piano-Hinge Construction** The pincer jaw assembly is attached to the main frame with a 3 inch diameter piano-hinge that features a  $1\frac{1}{2}$  inch pin that won't shear on impact. More importantly the large diameter provides a vast amount of wear surface to promote long lasting life. The hinges include greaseable hardened bushing inserts.

**Hydraulic System** The rebuildable twin cylinders that open and close the Claw are capable of developing pinch force necessary to grasp and hold materials too long or bulky to fit within the pincer bucket. The cylinders have a 3 inch bore, an 8 inch stroke and a  $1\frac{1}{4}$  inch chrome hardened rod. Mechanical stops prevent cylinder damage by not allowing the cylinders to over extend during the Claw's duty cycle.

When the pincer jaws make contact with an immovable object the hydraulic cross over relief valve senses the obstruction a diverts the fluid away from the cylinders. This automatic action minimizes cylinder damage and premature hydraulic system failure.

The flow divider distributes an equal amount of hydraulic fluid to each cylinder ensuring that the pincer jaws operate evenly and simultaneously.

The 520 Claw hydraulic system is designed for machines having 8 to 50 gpm and 1500 to 3800 psi.

Prices and specifications are subject to change without notice.

TINK, Inc. • 2361 Durham Dayton Hwy • Durham CA 95938 • 800-824-4163 • © 2002

EXHIBIT F

## TINK CLAW PRICES AND SPECIFICATIONS

*The Most Efficient Collection of Leaves and Brush*

**TINK  
BUCKETS**

*Doing business since 1976.*

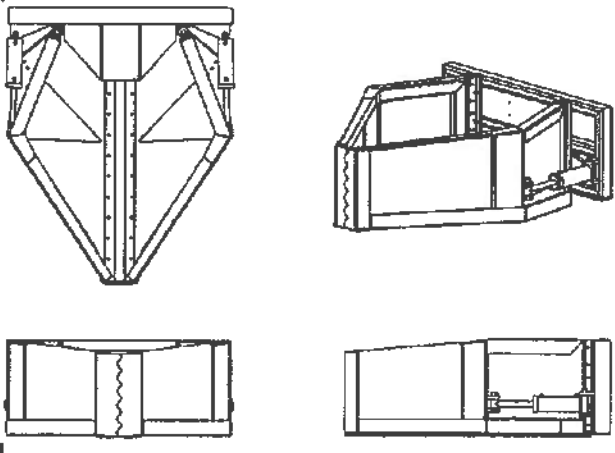
*Tink is a name to trust.*

MODEL NUMBER	CUBIC YARD	WIDTH CLOSED	WIDTH OPEN	BACK WALL HEIGHT	MAX LENGTH	SHIP WEIGHT WITH BRACKETS	LIST PRICE WITH BRACKETS
C520	1.2	66"	96"	29"	57"	1725 LBS	\$14,925
C720	2.7	69"	114"	29"	81"	2900 LBS	\$19,100

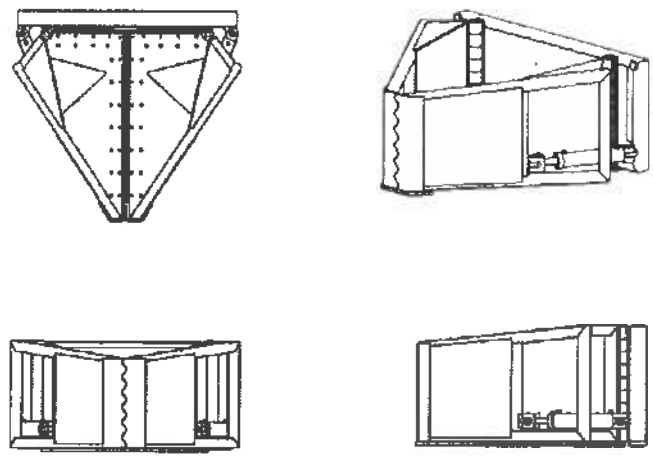
## TINK CLAW SELECTION GUIDE

TINK CLAW SELECTION GUIDE	TIP LOAD FULL TURN	TIP LOAD STRAIGHT	CLAW MODEL	
100 Category - 1.0 Yard Loader	6,300 lbs.	7,200 lbs.	520	
125 Category - 1.25 Yard Loader	7,800 lbs.	9,000 lbs.	520	
150 Category - 1.50 Yard Loader	9,400 lbs.	10,900 lbs.	520	
175 Category - 1.75 Yard Loader	11,000 lbs.	12,700 lbs.	520	720
200 Category - 2.0 Yard Loader	12,600 lbs.	14,200 lbs.		720
225 Category - 2.25 Yard Loader	14,200 lbs.	16,500 lbs.		720
250 Category - 2.50 Yard Loader	15,700 lbs.	18,200 lbs.		720
275 Category - 2.75 Yard Loader	17,300 lbs.	20,100 lbs.		720

### C720 ILLUSTRATIONS



### C520 ILLUSTRATIONS



Prices and specifications subject to change without notice. Prices FOB Durham, CA. Effective 1/1/23

**Tink, Inc. • Durham, CA • 800-824-4163 • [www.tinkinc.com](http://www.tinkinc.com)**

**EXHIBIT F**



ROCKLAND

# MULTI-PURPOSE BUCKETS

TWO MODELS  
FOR EVERY APPLICATION

## VERSATILE

Need to be able to grip, grab, pull and lift? Need to grade, doze, or dig and load? If so, your machine deserves a Rockland Multi-Purpose Bucket. These buckets are designed to perform and built to last. They deliver true versatility without changing attachments.

The MP is ideal for utility work and general contractors.

## TWO MODELS FOR EVERY APPLICATION

It excavates, loads, and clears land—virtually whatever the job may require.

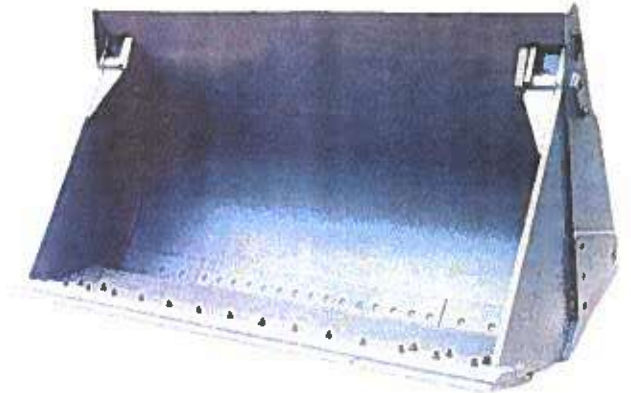
The MP-L was designed specifically for trash transfer stations. Its ability to crush, pick, sort, and doze really increases trash handling efficiency.

## BUILT TO LAST

Both models are built to last in the Rockland tradition. Heavy-duty clams, oversize pivots, and hard alloy wear strips guarantee years of dependable service. Hydraulics are the heart of any multi-purpose bucket and Rockland hydraulics are first-class. High pressure cylinders with special heat-treated, hard chrome-plated rods deliver dependability—year after year. All moldboards are reinforced with box sections and equipped with bolt-on cutting edges and replaceable end bits. Clams can be equipped with bolt-on cutting edges or the teeth of your choice.

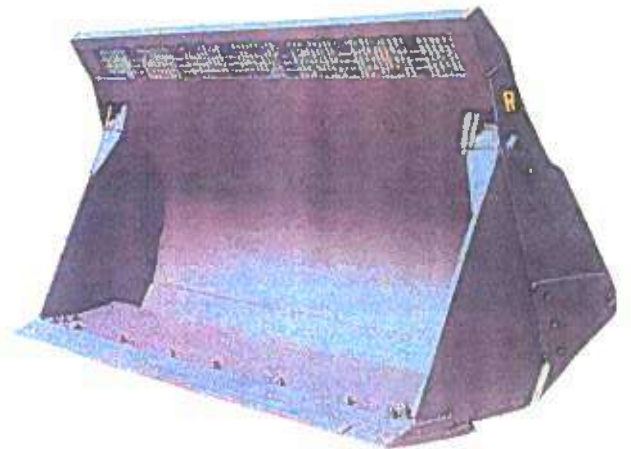
This all adds up to versatility, productivity, and dependability. If you are thinking Multi-Purpose buckets, specify Rockland. You will be glad you did!

## MP MULTI-PURPOSE



Rockland MP Buckets are ideal for utility work and general contractors.

## MP-L TRASH HANDLING



Transfer station operators appreciate the versatility of the Rockland MP-L because of the way it really speeds trash handling.

EXHIBIT F



# SPECIFICATIONS

## MP MULTI-PURPOSE

### WHEEL LOADER

MACHINE CLASS	5,10		10		10		10,20		20,30		20,30		30,40		40		40,50	
<b>CAPACITY (Yd<sup>3</sup>)</b>	1	.76	1.25	.96	1.375	1.05	1.5	1.15	1.75	1.31	2	1.53	2.25	1.72	2.5	1.91	2.75	2.1
<b>OAW (")</b>	88	2235	89	2261	95	2413	95	2413	96	2438	96	2438	100	2540	106	2692	106	2692
<b>CEW (")</b>	86.5	2197	87.5	2223	93.5	2375	93	2362	94	2388	94	2388	98	2489	104	2642	104	2642
<b>WEIGHT (lbs.)</b>	1735	787	2045	928	2145	971	2360	1071	3060	1388	3260	1479	3600	1633	3790	1719	4190	1901

MACHINE CLASS	50		50		50,60		60		60		60,70		70		70		80	
<b>CAPACITY (Yd<sup>3</sup>)</b>	3	2.29	3.25	2.48	3.5	2.68	3.75	2.87	4	3.06	4.25	3.25	4.5	3.44	4.75	3.63	5	3.82
<b>OAW (")</b>	116	2946	116	2946	122	3099	126	3209	132	3357	135	3429	144	3658	144	3658	144	3658
<b>CEW (")</b>	114	2896	114	2896	120	3048	124	3150	130	3302	133	3378	142	3607	142	3607	142	3607
<b>WEIGHT (lbs.)</b>	4500	2041	4900	2223	5380	2440	5480	2486	5680	2576	6110	2772	7275	3300	7775	3527	8575	3890

(mm/kg)

Specifications subject to change without notice.

### CRAWLER LOADER

MACHINE CLASS	10		10,20		20		20,30		30		30,40		40		40,50		50	
<b>CAPACITY (Yd<sup>3</sup>)</b>	1	0.76	1.25	0.96	1.375	1.05	1.5	1.15	1.75	1.34	2	1.53	2.25	1.72	2.5	1.91	2.75	2.1
<b>OAW (")</b>	76	1930	80	2032	84	2134	84	2134	90	2286	92	2337	96	2438	100	2540	100	2540
<b>CEW (")</b>	74	1880	78	1981	82	2083	82	2083	88	2235	90	2286	94	2388	98	2489	98	2489
<b>WEIGHT (lbs.)</b>	1765	801	2395	1086	2595	1177	2795	1268	3360	1524	3615	1640	3855	1749	4300	1950	4655	2112

MACHINE CLASS	50,60		60		60	
<b>CAPACITY (Yd<sup>3</sup>)</b>	3	2.29	3.25	2.48	3.5	2.68
<b>OAW (")</b>	106	2692	106	2692	110	2794
<b>CEW (")</b>	104	2642	104	2642	108	2743
<b>WEIGHT (lbs.)</b>	5320	2413	5620	2549	6720	3048

(mm/kg)

Specifications subject to change without notice.

## MP-L TRASH HANDLING

MP-L Trash Handling Bucket capacity should be determined by the weight of the material usually handled and the operating capacity of the loader. Often a bucket larger than the standard multi-purpose bucket can be used to maximize productivity.

MACHINE CLASS	10		20		20		30		30		40		40		50		50		60	
<b>CAPACITY (Yd<sup>3</sup>)</b>	2.75	2.1	2.75	2.1	4	3.06	4	3.06	5	3.82	5	3.82	6.75	5.16	6.75	5.16	7.75	5.93	7.75	5.93
<b>OAW (")</b>	96	2438	96	2438	106	2692	106	2692	106	2692	106	2692	120	3048	120	3048	130	3302	130	3302
<b>CEW (")</b>	94	2388	94	2388	104	2642	104	2642	104	2642	104	2642	118	2997	118	2997	128	3251	128	3251
<b>WEIGHT (lbs.)</b>	3295	1495	3760	1706	4090	1855	4490	2037	4900	2221	5465	2479	6000	2722	6380	2894	6755	3064	7530	3416

(mm/kg)

Specifications subject to change without notice.

### INSTALLATION INFORMATION

Rockland MP buckets mount in place of the standard bucket using factory pins or specified coupler brackets. The loader must be equipped with a three-spool valve and boom arm piping. MP buckets come complete with jumper hoses to connect to standard boom arm piping.

## WARRANTY

Rockland Multi-Purpose Buckets are guaranteed against failure due to defective design, workmanship or materials for a period of two years or 4000 hours.



Distributed by:

**ROCKLAND MANUFACTURING CO.**  
 P O BOX 6  
 BEDFORD, PA 15522  
 800-458-3773

[www.rocklandmfg.com](http://www.rocklandmfg.com)

EXHIBIT E

MPBC419

# Haugen

## Skid-Steer Pick-up Brooms

877-580-6218

*Pick-up for  
Skidsteer Loaders*

*26 inch Diameter Brush*

*Sweep  
forward or reverse*

*Optional Gutter Broom*

*Optional Sprinkler Kit*

*Available in 60", 72" and  
84" widths*



### SPECIFICATIONS

Model	HPB 60	HPB 72	HPB 84
Sweeping Width	63"	75"	87"
Overall Width	70"	82"	94"
Overall Height	28"	28"	28"
Overall Front to Back	65"	65"	65"
Bristle Diameter	26"	26"	26"
Number of Bristles			
Zig-zag	35	40	45
Bristle Material			
(Standard)	Polypropylene	Polypropylene	Polypropylene
(Optional)	Poly/Steel Mix	Poly/Steel Mix	Poly/Steel Mix
Hydraulic Flow Min/Max	15/35	18 / 35	18 / 35
Hydraulic Pressure Max.	3500 Psi	3500 Psi	3500 Psi
Travel Direction	Forward / Reverse	Forward / Reverse	Forward / Reverse
Approximate Weight	995 lbs	1195 lbs	1395 lbs

Marv Haugen Enterprises Inc.

P.O. Box 868 • Casselton, ND 58012 • Phone: 701-347-4827 • Fax: 701-347-4830

Website: [www.equipitnow.com](http://www.equipitnow.com) • E-mail: [haugen@equipitnow.com](mailto:haugen@equipitnow.com)

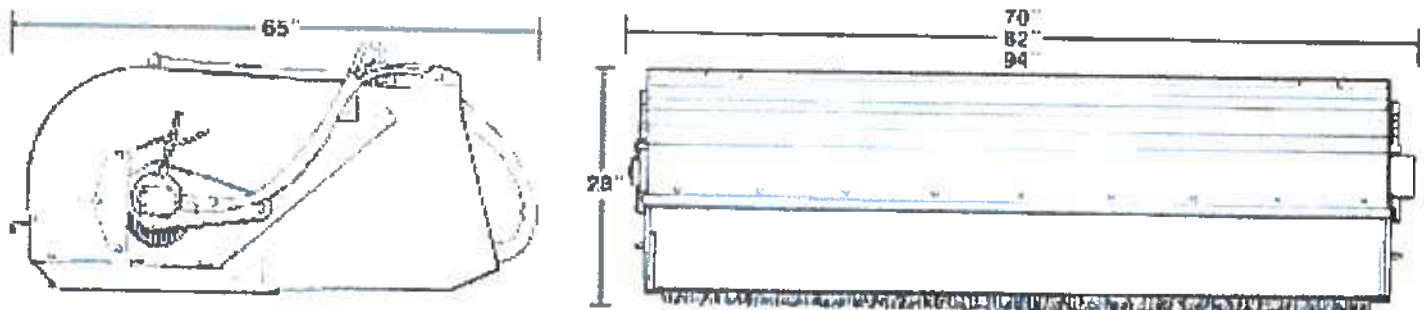
EXHIBIT F



# Pick-Up Broom Specifications

Model	HPB 60	HPB 72	HPB 84
Overall Width	70"	82"	94"
Sweeping Width	63"	75"	87"
Overall Height	28"	28"	28"
Overall Front to Back	65"	65"	65"
Bristle Diameter	26"	26"	26"
No. of Bristles - Convoluted	36	40	45
Bristle Material - Standard	Polypropylene	Polypropylene	Polypropylene
- Optional	Poly/Steel Mix	Poly/Steel Mix	Poly/Steel Mix
Drive System	Hyd. Motor Direct Drive	Hyd. Motor Direct Drive	Hyd. Motor Direct Drive
Hydraulic Flow Min/Max	15/35	18/35	18/35
Hydraulic Pressure Max	3500 PSI	3500 PSI	3500 PSI
Travel Direction	Forward/Reverse	Forward/Reverse	Forward/Reverse
Approximate Weight	995 lbs	1195 lbs	1395 lbs
Optional Water Kit	Available	Available	Available

## Pick-Up Broom Dimensions



- Designed to be used on 5/8" steel leaders with 1300 lb or more lifting capacity
- Specifications and designs are subject to change without notice

# Haugen

Marv Haugen Enterprises Inc.  
 1851 Heartland Ave. - Casselton, ND 58012  
**Toll Free 877-580-6218**  
 Phone: 701-347-4827 Fax: 701-347-4830  
 Website: [www.haugenattachments.com](http://www.haugenattachments.com)  
 Email: [haugen@equipitnow.com](mailto:haugen@equipitnow.com)

**EXHIBIT F**





# GUAM SOLID WASTE AUTHORITY



LOURDES A. LEON GUERRERO  
Chairperson, GSWA

JOSHUA F. TENORIO  
Commissioner, GSWA

IRVIN L. SLIKE  
General Manager, GSWA

November 27, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

### AMENDMENT NO. 3

1. Amend page 31 of 34

**From:**

Bid Due Date & Bid Opening at the Guam Solid Waste  
Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl.  
546 N. Marine Corps Dr., Tamuning, Guam

Tuesday, November 28, 2023  
at 1:00PM  
Chamorro Standard Time

**To Now Read:**

Bid Due Date & Bid Opening at the Guam Solid Waste  
Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl.  
546 N. Marine Corps Dr., Tamuning, Guam

Tuesday, December 5, 2023  
at 1:00PM  
Chamorro Standard Time

\*All others remain the same.

  
**Irvin L. Slike,**  
General Manager

#### ACKNOWLEDGEMENT RECEIPT

Return to GSWA by email or fax.

Received By:

*Ryne-Paul Santos*

Date:

*11/20/23*

Company Name:

*Far East Equipment Co. LLC*

Fax to: 671 649 3777

Email: [procurement@gswa.guam.gov](mailto:procurement@gswa.guam.gov)



# GUAM SOLID WASTE AUTHORITY



LOURDES A. LEON GUERRERO  
Chairman of Council

JOSHUA F. TENORIO  
1st. Vice-Chairman of Council

IRVIN L. SLIKE  
General Manager

November 20, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS AMENDMENT NO. 2

1. Amend page 31 of 34

From:

Deadline for Receipt of Written Questions  
must be e-mailed to the Guam Solid Waste Authority at  
[procurement@gswa.guam.gov](mailto:procurement@gswa.guam.gov), ATTN: General Manager

Wednesday, November 15, 2023  
on or before 5:00PM  
Chamorro Standard Time

To Now Read:

Deadline for Receipt of Written Questions  
must be e-mailed to the Guam Solid Waste Authority at  
[procurement@gswa.guam.gov](mailto:procurement@gswa.guam.gov), ATTN: General Manager

Tuesday, November 21, 2023  
on or before 5:00PM  
Chamorro Standard Time

2. Amend page 31 of 34

From:

Bid Due Date & Bid Opening at the Guam Solid Waste  
Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl.  
546 N. Marine Corps Dr., Tamuning, Guam

Wednesday, November 22, 2023  
at 1:00PM  
Chamorro Standard Time

To Now Read:

Bid Due Date & Bid Opening at the Guam Solid Waste  
Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl.  
546 N. Marine Corps Dr., Tamuning, Guam

Tuesday, November 28, 2023  
at 1:00PM  
Chamorro Standard Time

3. Amend to replace pages 32 of 34 through 34 of 34 with the "Revised 11/20/2023 Page 32" through "Revised 11/20/2023 Page 34" attached.

\*All others remain the same.

Irvin L. Slike,  
General Manager

ACKNOWLEDGEMENT RECEIPT	
Return to GSWA by email or fax.	
Received by	<i>Ryne Paul Santos</i>
Date:	<i>11/20/23</i>
Company Name	<i>Far East Equipment Co. LLC</i>
Fax to: 671 649 3777	
Email: <a href="mailto:procurement@gswa.guam.gov">procurement@gswa.guam.gov</a>	



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA TENOREO  
Lt. Governor of Guam

IRVIN L. SLIKE  
General Manager



ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	PRICE EXTENSION
1.0	Compact Wheel Loader w/ Attachments	1	EA	\$ _____	\$ _____

### SPECIFICATIONS:

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.

COMPLY / NON-COMPLY

**Engine:**

Gross HP at 2400 RPM: 73 HP minimum

Peak Torque at 1560 RPM: 206 foot lbs. minimum

Emissions: Compliant with EPA Final Tier 4/EU Stage V

Four cylinders

**Powertrain:**

Hydrostatic with infinitely variable speed control over full range of operating speeds. 2 speed ranges, joystick mounted F-N-R, acceleration pedal.

Axles: Fixed, 100% differential, manually engaged front axle, fixed conventional differential rear axle or oscillating rear axle

Max rise and fall single wheel: 15 inches maximum, 14 inch minimum

Hydraulically activated, self-adjusting internal wet disc brakes and driveline drum brake

**Cooling:**

Hydraulically driven, proportionally controlled fan or belt-driven fan

Articulation Angle: 30 degrees each direction

Cylinders: Heat treated chrome plated polished cylinder rods, hardened steel, replaceable bushings and pivot pins

**Hydraulics:**

Main pump (loader and steering): 18 GPM standard, 29 GPM with high flow option.

Quick Coupling: Conforms with ISO 16028 quick coupling for all attachments

**Electrical:**

Voltage: 12-volt or 24-volt electrical system

Battery: One (1) 24-volt or two (2) 12-volt

Battery capacity: One (1) 925 CCA or Two (2) 900 CCA

**Cab:**

Seat: Air ride high back with head rest and dual lumbar support or mechanical suspension seat

Noise: Operator ear 70 dBA, Bystander 101 dBA



# GUAM SOLID WASTE AUTHORITY



LOURDES A. LEON GUERRERO  
Governor of Guam

JOSHUA F. TENORIO  
Lieutenant Governor of Guam

IRVIN L. SLIKE  
General Manager

## COMPLY / NON-COMPLY

Air conditioning

Steering: Dual tilt and telescoping steering column

Performance: Conforms with SAE J1040, SAE J231, ISO 3471 and ISO 3449 ROPS/FOPS

**Operating Weight:**

ISO quick coupler and 1CY general purpose bucket / bolt on edge 12,250 lbs. minimum

1.4 CY multi-purpose bucket: 12,800 lbs. maximum

Wheelbase: 7 feet minimum

Dump clearance: 40-degree full height – 8 feet 3 inches

Reach: 40-degree full height – 32 inches

Fork height fully raised: 10 feet minimum

Fork tipping load straight: 7000 lb. maximum

**Attachments:**

ISO quick coupling mechanism: Conforms with ISO 16028

One (1) additional 1.4 CY bucket with bolt on edge

One (1) Tink claw bucket model 520 or equal

One (1) 60-inch pick-up broom: 800 lb. minimum; 900 lb. max

One (1) Fork: 48 inches minimum

**Equipment Warranty:**

The Bidder guarantees to the Purchaser that the equipment, upon delivery, will be brand new and will have been constructed using entirely new components. Furthermore, the Bidder assures that any new equipment provided shall be free from any defects in manufacturing workmanship and materials for a duration of 24 months or 2,000 hours, whichever occurs first, commencing from the date of equipment delivery. This warranty encompasses any necessary repairs or replacements without any additional cost to the Purchaser.

**Miscellaneous Items:**

One (1) operator's manual hardcopy

One (1) operator's manual on CD

One (1) complete illustrated parts book

One (1) shop repair manual

One (1) warranty manual

Manufacturer's training of GSWA crew (8 hours) & contracted mechanics (20 hours)

Online manual for parts, service & repair



# GUAM SOLID WASTE AUTHORITY



LOURDES A. LEON GUERRERO  
Director of GSWA

JOSHUA F. TENORIO

IRVIN L. SLIKE  
General Manager

Delivered with a full tank of fuel \_\_\_\_\_

**Note: The GSA Federal Contract will be considered along with its terms and conditions if offered.**

**Bidding On:**

Manufacturer: \_\_\_\_\_

Year: \_\_\_\_\_

Model: \_\_\_\_\_

Place of Origin: \_\_\_\_\_

Date of Delivery: \_\_\_\_\_

# Transmission Report

Date/Time: 11-22-2023 01:14:18 p.m. Transmit Header Text  
 Local ID 1: 6714734370 Local Name 1 PUI

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



## GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUSMANO  
 Governor of Guam
 
     
 
 JUSTINA P. FERMINO  
 Lt. Governor of Guam
 
     
 
 IRVIN L. SILKE  
 General Manager



November 20, 2023

**INVITATION FOR BID  
 GSWA-004-24**

**COMPACT WHEEL LOADER W/ ATTACHMENTS**

**AMENDMENT NO. 2**

**1. Amend page 31 of 34**

**From:**  
 Deadline for Receipt of Written Questions must be e-mailed to the Guam Solid Waste Authority at [procurement@gswwa.guam.gov](mailto:procurement@gswwa.guam.gov), ATTN: General Manager Wednesday, November 15, 2023  
on or before 5:00PM  
Chamorro Standard Time

**To Now Read:**  
 Deadline for Receipt of Written Questions must be e-mailed to the Guam Solid Waste Authority at [procurement@gswwa.guam.gov](mailto:procurement@gswwa.guam.gov), ATTN: General Manager Tuesday, November 21, 2023  
on or before 5:00PM  
Chamorro Standard Time

**2. Amend page 31 of 34**

**From:**  
 Bid Due Date & Bid Opening at the Guam Solid Waste Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl. 546 N. Marine Corps Dr., Tamuning, Guam Wednesday, November 22, 2023  
at 1:00PM  
Chamorro Standard Time

**To Now Read:**  
 Bid Due Date & Bid Opening at the Guam Solid Waste Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl. 546 N. Marine Corps Dr., Tamuning, Guam Tuesday, November 28, 2023  
at 1:00PM  
Chamorro Standard Time

**3. Amend to replace pages 32 of 34 through 34 of 34 with the "Revised 11/20/2023 Page 32" through "Revised 11/20/2023 Page 34" attached.**

\*All others remain the same.

*Irvin L. Silke*  
 Irvin L. Silke,  
 General Manager

ACKNOWLEDGEMENT RECEIPT	
Return to GSWA by email or fax	
Received by:	<i>Ryne Paul Santos</i>
Date:	<i>11/20/23</i>
Company Name:	<i>Paul Santos Equipment Co. LLC</i>
Fax to: 671-649-3777	
Email: <a href="mailto:procurement@gswwa.guam.gov">procurement@gswwa.guam.gov</a>	

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<https://www.guamsolidwasteauthority.com/>

Total Pages Scanned : 4

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No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	306	6716493777	01:12:52 p.m. 11-22-2023	00:00:49	4/4	1	EC	HS	CP28800

**Abbreviations:**

HS: Host send	PL: Polled local	MP: Mailbox print	CP: Completed	TS: Terminated by system
HR: Host receive	PR: Polled remote	RP: Report	FA: Fax	G3: Group 3
WS: Waiting send	MS: Mailbox save	FF: Fax Forward	TU: Terminated by user	EC: Error Correct

EXHIBIT F





# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEÓN GUERRERO  
Commissioner of GSWA

JOSHUA F. TENORIO  
E.C. - Commissioner of Guam

TRVIN L. SLIKE  
General Manager



November 20, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

### Questions and Concerns received from Morrigo Equipment on November 15, 2023

1. Axles: Fixed, 100% differential, manually engaged front axle, fixed conventional differential rear axle. Is an oscillating rear axle acceptable?

**Response:** Yes, refer to Amendment No. 2.

2. Max rise and fall single wheel: 15 inches maximum, 14 inches minimum. Please clarify what is required by the term listed above.

**Response:** The term "Max rise and fall single wheel: 15 inches maximum, 14 inches minimum" pertains to the vertical movement capability of a single wheel on the compact wheel loader. Here's a breakdown of the requirement:

- **Max Rise:** This refers to the maximum vertical distance the center of a single wheel is allowed to move upward from its resting position. In this context, the specified maximum rise is 15 inches.
- **Min Fall:** Conversely, the minimum fall denotes the minimum vertical distance the center of a single wheel is permitted to move downward from its resting position. For this specification, the minimum fall is 14 inches.

**These parameters are crucial for ensuring that the compact wheel loader can effectively navigate varied terrains, accommodate different load sizes, and maintain stability during operation.**

3. Hydraulically Driven, proportionally controlled fan. Will a belt driven fan be acceptable?

**Response:** Yes, refer to Amendment No. 2.

4. Voltage: 12-volt. Will a 24 Volt Electrical System be acceptable?

**Response:** Yes, refer to Amendment No. 2.

5. One (1) Battery. Will two 12-volt batteries be acceptable?

**Response:** Yes, refer to Amendment No. 2.

6. Battery Capacity: 925 CCA. Will two batteries with 900 CCA be acceptable?

**Response:** Yes, refer to Amendment No. 2.



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Commissioner of Public Works

JOSHUA F. TENORIO  
Assistant Commissioner

IRVIN L. SLIKE  
General Manager



7. Seat: Air Ride high back with head rest and dual lumbar support. Will a mechanical suspension seat be acceptable?

**Response:** Yes, refer to Amendment No. 2.

8. 1.4 CY Bucket: 12,800 lbs. Maximum. Please confirm if this bucket request is for a multipurpose bucket.

**Response:** Refer to Amendment No. 2.

9. One (1) 1.4 CY Bucket with Bolt on Cutting Edge. Please confirm if this bucket request is for a Multipurpose Bucket. Please confirm if this is bucket request is additional to Question 8 bucket request or the same request.

**Response:** Refer to Amendment No. 2.

**Questions and Concerns received from Far East Equipment Co. on November 17, 2023**

10. The manufacturer of the Tink Claw bucket does not recommend the C720 (2.7CYD) model for this size machine. They recommend the C520 (1.2CYD) model for a machine of this size. With this information, does GSWA want to proceed with a C720 model bucket though it may pose a tipping hazard?

**Response:** No, refer to Amendment No. 2.

Irvin L. Slike,  
General Manager

<b>ACKNOWLEDGEMENT RECEIPT</b>	
Return to GSWA by email or fax.	
Received By	Ryne Paul Santos
Date	11/22/23
Company Name	Far East Equipment Co. LLC
Fax to: 671 649 3777	
Email: <a href="mailto:procurement@gswa.guam.gov">procurement@gswa.guam.gov</a>	



# Transmission Report

Date/Time: 11-22-2023 01:13:02 p.m. Transmit Header Text  
 Local ID 1: 6714734370 Local Name 1 PUI

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



## GUAM SOLID WASTE AUTHORITY

**LOURDES A. LEON GUERRERO**  
Director of Health

**JOSHUA F. FERRERO**  
Director of Planning

**IRVING L. SLIKE**  
General Manager



November 20, 2023

### INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

Questions and Concerns received from Morrico Equipment on November 15, 2023

1. Axles: Fixed, 100% differential, manually engaged front axle, fixed conventional differential rear axle. Is an oscillating rear axle acceptable?

**Response:** Yes, refer to Amendment No. 2.

2. Max rise and fall single wheel: 15 inches maximum, 14 inches minimum. Please clarify what is required by the term listed above.

**Response:** The term "Max rise and fall single wheel: 15 inches maximum, 14 inches minimum" pertains to the vertical movement capability of a single wheel on the compact wheel loader. Here's a breakdown of the requirement:

- **Max Rise:** This refers to the maximum vertical distance the center of a single wheel is allowed to move upward from its resting position. In this context, the specified maximum rise is 15 inches.
- **Min Fall:** Conversely, the minimum fall denotes the minimum vertical distance the center of a single wheel is permitted to move downward from its resting position. For this specification, the minimum fall is 14 inches.

These parameters are crucial for ensuring that the compact wheel loader can effectively navigate varied terrains, accommodate different load sizes, and maintain stability during operation.

3. Hydraulically Driven, proportionally controlled fan. Will a belt driven fan be acceptable?

**Response:** Yes, refer to Amendment No. 2.

4. Voltage: 12-volt. Will a 24 Volt Electrical System be acceptable?

**Response:** Yes, refer to Amendment No. 2.

5. One (1) Battery. Will two 12-volt batteries be acceptable?

**Response:** Yes, refer to Amendment No. 2.

6. Battery Capacity: 925 CCA. Will two batteries with 900 CCA be acceptable?

**Response:** Yes, refer to Amendment No. 2.

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<https://www.guamsolidwasteauthority.com/>

Total Pages Scanned : 2

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No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	305	6716493777	01:12:10 p.m. 11-22-2023	00:00:27	2/2	1	EC	HS	CP28800

**Abbreviations:**

HS: Host send	PL: Polled local	MP: Mailbox print	CP: Completed	TS: Terminated by system
HR: Host receive	PR: Polled remote	RP: Report	FA: Fail	G3: Group 3
WS: Waiting send	MS: Mailbox save	FF: Fax Forward	TU: Terminated by user	EC: Error Correct

EXHIBIT F



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO

JOSHUA F. FENORIO

IRVIN L. SLIKE



November 14, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

### AMENDMENT NO. 1

1. Amend page 31 of 34

From:

Deadline for Receipt of Written Questions must be e-mailed to the Guam Solid Waste Authority at [procurement@gswa.guam.gov](mailto:procurement@gswa.guam.gov), ATTN: General Manager

Thursday, November 9, 2023  
on or before 5:00PM  
Chamorro Standard Time

To Now Read:

Deadline for Receipt of Written Questions must be e-mailed to the Guam Solid Waste Authority at [procurement@gswa.guam.gov](mailto:procurement@gswa.guam.gov), ATTN: General Manager

Wednesday, November 15, 2023  
on or before 5:00PM  
Chamorro Standard Time

2. Amend page 31 of 34

From:

Bid Due Date & Bid Opening at the Guam Solid Waste Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl. 546 N. Marine Corps Dr., Tamuning, Guam

Monday, November 20, 2023  
at 1:00PM  
Chamorro Standard Time

To Now Read:

Bid Due Date & Bid Opening at the Guam Solid Waste Authority: Administration Office, GSWA Bldg., 2<sup>nd</sup> Fl. 546 N. Marine Corps Dr., Tamuning, Guam

Wednesday, November 22, 2023  
at 1:00PM  
Chamorro Standard Time

\*All others remain the same.

Irvin L. Slike,  
General Manager

<b>ACKNOWLEDGEMENT RECEIPT</b>	
Return to GSWA by email or fax	
Received By	Ryne-Paul Santos
Date	11/14/23
Company Name	Fav East Equipment Co LLC
Fax to: 671-649-3777	
Email: <a href="mailto:procurement@gswa.guam.gov">procurement@gswa.guam.gov</a>	



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Secretary of State

JOSHUA F. TENORIO  
Deputy Secretary of State

IRVIN L. SLIKE  
General Manager



November 14, 2023

## INVITATION FOR BID GSWA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

### Questions and Concerns received from Far East Equipment Co. On November 13, 2023

1. In regards to the high-flow hydraulics requirement for the broom attachment, John Deere's broom attachment does "NOT" require high-flow. Will high-flow still be required?

**Response:** The hydraulic flow range is typical for brooms.

2. What make and model machine was used to form the specs of this bid?

**Response:** John Deere model 244P.

Irvin L. Slike,  
General Manager

<b>ACKNOWLEDGEMENT RECEIPT</b>	
Return to GSWA by email or fax.	
Received By	Ryno-Paul Santos
Date	11/14/23
Company Name	Far East Equipment Co. LLC
Fax to: 671 649 3777	
Email: <a href="mailto:procurement@gswa.guam.gov">procurement@gswa.guam.gov</a>	



# GUAM SOLID WASTE AUTHORITY

LOURDES A. LEON GUERRERO  
Chairman of Board

JOSHUA F. TENORIO  
1st Deputy of Board

IRVIN L. SLIKE  
General Manager



November 13, 2023

## INVITATION FOR BID GSA-004-24 COMPACT WHEEL LOADER W/ ATTACHMENTS

### Questions and Concerns received from Far East Equipment Co. On November 9, 2023

1. In the specs under Powertrain, the spec reads "Max rise and fall single wheel: 15 inch maximum, 14 inch minimum." Will 10 inches be acceptable?

**Response:** No, specs remain the same.

2. In the specs under Cooling, the spec reads "Hydraulically driven, proportionally controlled fan." Will direct driven be acceptable?

**Response:** No, specs remain the same.

3. In the specs under Hydraulics, the spec reads "Main pump (loader and steering): 18 GPM standard, 29 GPM with high flow option." Will a max rated flow 21.13 GPM @ 1,000 PSI be acceptable?

**Response:** No, specs remain the same.

4. In the specs under Hydraulics, the spec reads "Main pump (loader and steering): 18 GPM standard, 29 GPM with high flow option." Can you clarify why there is a request for high flow option when the requested documents do not require high flow hydraulics?

**Response:** The pick-up broom specified requires the flow specified.

5. In the specs under Electrical, the spec reads "Battery capacity: 925 CCA." Will 830 CCA be acceptable?

**Response:** No, specs remain the same.

Irvin L. Slike,  
General Manager

ACKNOWLEDGEMENT RECEIPT	
Return to GSWA by email or fax.	
Received By:	Ryno-Paul Santos <i>[Signature]</i>
Date:	11/13/23
Company Name:	Far East Equipment Co. LLC
Fax to: 671 649 3777	
Email: <a href="mailto:procurement@gswa.guam.gov">procurement@gswa.guam.gov</a>	