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**RECEIVED**  
 OFFICE OF PUBLIC ACCOUNTABILITY  
 PROCUREMENT APPEALS

DATE: 11/7/2014

TIME: 4:25  AM  PM BY: M.B.

FILE NO OPA-PA: 14-009

Attorneys for the General Services Agency and Department of Public Works

**BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY  
 PROCUREMENT APPEAL**

IN THE APPEAL OF

) DOCKET NO. OPA-PA-14-009  
 )  
 )

TRIPLE J. ENTERPRISES, INC.  
 )  
 )  
 )  
 )  
 )

**SETTLEMENT AGREEMENT**

Comes now Appellant Triple J Enterprises, Inc. and Respondent General Services Agency (GSA) who stipulate and agree to resolve the above-referenced appeal and to dismiss this action as follows:

1. GSA agrees to award the sale of nine (9) buses to Triple J Motors at their prices.
2. GSA agrees to award three (3) of the buses to Morrigo at their bid prices.
3. Triple J and Morrigo must provide a warranty that complies with the terms of the bid.
4. Triple J will not engage in a media spectacle on this issue.

5. Triple J's submission of the schematic (drawing/seating plans), which is attached to its protests and appeal as an exhibit, will be used by GSA to evaluate bid specification compliance. If it is determined that this schematic does not meet the specifications of the bid, then neither Triple J nor Morrico will be awarded any buses under GSA-065-14, and GSA will instead proceed with cancellation and re-bidding of this procurement.

6. Because this is an IDIQ, as additional buses are procured under available funding, buses shall be purchased from Triple J and Morrico in a 3 to 1 ratio. For example, for the purchases of buses 13, 14, 15, and 16, GSA will purchase buses 13, 14, and 15 from Triple J, and bus 16 from Morrico.

7. If Morrico protests the terms of this settlement then all buses shall be awarded to Triple J.

8. The Parties agree that each shall bear their respective fees and costs.

9. The Parties agree to vacate all filing dates.

10. The Parties agree that this is a full and final settlement of OPA-PA-14-009.

11. **Independent Advice of Counsel.** Each party represents and declares that it has or could have received independent advice from its respective attorneys with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. Each party further represents and declares that it has not relied upon any statement or representation by the other party or of any of its partners, agents, employees, or attorneys in executing this Agreement or in making the settlement provided for herein, except as expressly provided for herein.

12. Voluntary Agreement. Each party represents and declares that it has carefully read this Agreement, that it knows the contents of this Agreement, and that it has signed the same freely and voluntarily. By entering into this agreement the Respondent does not admit to any legal liability other than as may be created under this Agreement.

NOW THEREFORE, the parties agree and request the Office of the Public Accountability to Dismiss with Prejudice the above-captioned appeal.

**SO STIPULATED:**

**OFFICE OF THE ATTORNEY GENERAL**  
Leonardo M. Rapadas, Attorney General

  
**FRED NISHIHIRA**  
Assistant Attorney General

Dated: 11-7-14

**GENERAL SERVICES AGENCY**

  
**CLAUDIA S. ACFALLE**  
CPO, General Services Agency

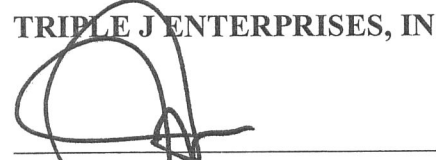
Dated: 11/7/14

**TRIPLE J ENTERPRISES, INC.**

  
**MATTHEW KANE, ESQ.**  
Attorney for Triple J. Enterprises, Inc.

Dated: 11/7/2014

**TRIPLE J ENTERPRISES, INC.**

  
**JEFF JONES**  
President, Triple J Enterprises, Inc.

Dated: 11/7/14

**SO ORDERED:** 11/10/14

**OFFICE OF PUBLIC ACCOUNTABILITY**  
The Public Auditor of Guam

By:   
**DORIS FLORES BROOKS**