

NIKKI R. HALEY, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
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CHAIRMAN, SENATE FINANCE COMMITTEE

W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND MEANS

Protest Decision

Matter of: Protest of Reliable Transmission Service, Inc.

Case No.: 2016-111

Posting Date: October 27, 2015

Contracting Entity: South Carolina Department of Education

Project No.: 5400007587

Description: Spare Parts for School Bus Fleet

Appearances:

Melissa J. Copeland, Schmidt & Copeland, LLC, of Columbia, SC, for Reliable Transmission Service, Inc.

Robert J. Trizna, Robbins, Salomon & Patt, Ltd., of Chicago, IL, for ATR Transmission Remanufacturing, Inc.

DIGEST

Under a solicitation for remanufactured school bus transmissions, protest that low bidder was not responsible because it had hired former employee of protester is denied.

AUTHORITY

The Chief Procurement Officer¹ conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210(4). This decision is based on the evidence and applicable law and precedents.

DECISION

Reliable Transmission Service, Inc. (RTS) protests the award of a contract to ATR Transmission Remanufacturing, Inc. (ATR), under an invitation for bids for school bus parts, including remanufactured automatic transmissions. RTS' amended letter of protest is incorporated by reference. [Attachment 1] RTS claims that by hiring its former employee, ATR gained an unfair competitive advantage and access to proprietary pricing information, such that ATR should be found non-responsible; and that ATR's bid was non-responsive because ATR is not an authorized dealer of the original equipment manufacturer. The protest is denied.

FINDINGS OF FACT

Invitation for Bids Issued:	04/07/2014
Amendment 1 Issued	05/01/2014
Amendment 2 Issued	05/22/2014
Amendment 3 Issued	06/30/2014
Amendment 4 Issued	07/28/2014
Amendment 5 Issued	01/30/2015
Amendment 6 Issued	03/02/2015
Amendment 7 Issued	03/05/2015
Amendment 8 Issued	03/19/2015
Amendment 9 Issued	04/07/2015
Amendment 10 Issued	04/22/2015
Bid Opening	05/08/2015
Intent to Award Posted:	09/16/2015
Letter of Protest Received	09/25/2015
Intent to Award Suspended	09/28/2015
Letter of Protest Amended	09/30/2015

¹ The Interim Materials Management Officer delegated the administrative review of this protest to the Chief Procurement Officer for Information Technology.

BACKGROUND

The Materials Management Office issued an invitation for bids on behalf of the Department of Education on April 7, 2014, for spare school bus parts. Amendment 4 was issued on July 28, 2014 and suspended the procurement indefinitely. After several protests, Amendment 7 was issued on March 5, 2015, and replaced the original solicitation and all previous amendments. Amendments 8, 9, and 10 were issued on March 19, April 7, and April 22 respectively. The solicitation included 51 lots with award by lot to the two lowest priced offerors. Lot 34 was for Automatic Transmissions. MMO awarded contracts for Lot 34 to both RTS and ATR.

DISCUSSION

RTS timely protested the award to ATR, alleging that ATR was non-responsible. It subsequently amended its protest to include an allegation that ATR's bid was non-responsive.

RTS first alleges that a former RTS employee, Mr. Ray Brown, who had knowledge of RTS's bid pricing, went to work for ATR prior to bid submission and divulged RTS' pricing strategy, proprietary business information, pricing, methods and factors for pricing calculation. According to the amended protest letter, Brown's actions gave ATR an unfair competitive advantage that the solicitation required it to disclose. Since ATR failed to disclose these facts, RTS claims ATR's bid is both non-responsible and non-responsive.

In a sworn Affidavit [Attachment 2], Mr. Brown states that:

While employed by RTS, Affiant did business with the State of South Carolina, but he had no involvement in the preparation of RTS's bid documents for any bid submissions to the State of South Carolina or any of its subdivisions; nor did he have access to RTS's "pricing methods and calculations" utilized in its submission of any such bid documents.

Mr. Brown further states that:

Affiant had no involvement in the preparation of ATR's bid documents for submission regarding Solicitation No. 5400007587, Spare Parts for School Bus Fleet (the "Solicitation"), nor did Affiant speak to Deanna Kuempel, David Kalov or any other ATR employee about the information in those bid documents or about the Solicitation.

Affiant did not speak to or otherwise correspond with Deanna Kuempel, David Kalov, or any other ATR employee in connection with the preparation or submission of ATR's bid documents, nor did he provide to them any documents containing RTS' s "pricing methods and calculations."

In its response to the protest, ATR advises the CPO that its bid was prepared by Deanna Kuempel and David Kalov. In a sworn Affidavit [Attachment 3], Ms. Kuempel states that:

Affiant, along with ATR CFO David Kalov, was responsible for preparing ATR's bid documents for submission regarding Solicitation No. 5400007587, Spare Parts for School Bus Fleet (the "Solicitation").

Affiant did not have, nor did she use, any information about the "pricing methods and calculations" employed by Reliable Transmission Service, Inc. ("RTS") in preparing ATR's bid documents. All information utilized by Affiant was solely ATR information and information provided from its vendors.

Affiant did not speak to or otherwise correspond with Ray Brown, a current ATR employee formerly with RTS, in connection with the preparation or submission of ATR' s bid documents.

Ms. Kuempel's information is supported by a sworn affidavit of Mr. David Kalov, Chief Financial Officer of ATR (Attachment 4) in which he states:

Affiant, along with Deanna Kuempel, was responsible for preparing ATR's bid documents for submission regarding Solicitation Ne. 5400007587, Spare Parts for School Bus Fleet (the "Solicitation").

Affiant did not have, nor did he use, any information about the "pricing methods and calculations" employed by Reliable Transmission Service, Inc. ("RTS") in preparing ATR's bid documents. All information utilized by Affiant was solely ATR information and information provided from its vendors.

Affiant did not speak to or otherwise correspond with Ray Brown, a current ATR employee formerly with RTS, in connection with the preparation or submission of ATR's bid documents.

ATR was non-responsive to the material requirements of the Solicitation because it cannot meet the mandatory requirement to provide OEM parts.

The mere fact that an employee of one company goes to work for a competitor is not a violation of the Code. There is no evidence of anticompetitive practices on behalf of ATR and consequently no violation of the solicitation requirement to disclose same. This issue of protest is denied.

ATR listed “Allison” on its bid for Lot 34 as the approved brand. RTS also alleges that ATR is not a responsive bidder because it is not an authorized Allison dealer; its product does not contain 100% OEM parts, and the labor used to assemble the parts is not certified by the OEM provider (Allison). In support of its allegations, RTS attached documents from ATR’s website to its amended protest, which state that ATR is “not affiliated with, endorsed or factory authorized by Allison Transmission, Inc.” and that its transmissions are updated to the “latest O.E. specifications” and calibrated to “O.E.M. specifications” not that it contains 100% OEM parts.²

The solicitation does not require that the successful offeror be an authorized Allison dealer, only that it use OEM parts. In response to this protest, Mr. Rich Kuempel, President and CEO of ATR states that;

ATR Transmission Remanufacturing Inc. is an ISO9001:2008 Certified remanufacturer, and is known as the Premier supplier of fleet transmissions in North America. ATR follows strict ISO documented remanufacturing procedures throughout our processes, we use genuine Allison parts, perform Allison & ATR engineering updates to increase life & durability, we have state of the art computer controlled testing of valve bodies & electrical components, and then we hot oil computer control dyno- test every transmission for performance/operation to insure perfect operation....

ATR buys direct thru 3 Allison dealers our Allison parts, no “knock off” parts used!

(Attachment 5)

There is no violation of the material requirements of the solicitation or the Code and this issue of protest is denied.

For the reasons stated above the protest of Reliable Transmission Service, Inc. is denied.

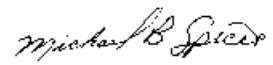
² The attachment also indicates “Genuine Allison® Parts used during Remanufacturing.”

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October 27, 2015

For the Materials Management Office

A handwritten signature in cursive script that reads "Michael B. Spicer".

Michael B. Spicer

Chief Procurement Officer

Attachment 1



John E. Schmidt, III
803.348.2984
John.Schmidt@TheSCLawfirm.com

Melissa J. Copeland
803.309.4686
Missy.Copeland@TheSCLawfirm.com

September 30, 2015

Via Email to protest-mmo@mmo.sc.gov and protest-mmo@mmo.state.sc.us and Hand Delivery

Mr. Michael B. Spicer
Mr. John St. C. White
Chief Procurement Officers
Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

RE: Amended Protest of Notice of Intent to Award to ATR Transmission Remanufacturing, Inc. ("ATR") Solicitation Number 5400007587, Spare Parts for School Bus Fleet ("Solicitation")

Dear Chief Procurement Officers:

This firm represents Reliable Transmission Service, Inc. ("RTS"). This letter constitutes the amended Protest of RTS regarding the intent to award issued to ATR under the above-referenced Solicitation on the grounds that ATR is not a responsible bidder and its bid was non-responsive to the mandatory, material and essential requirements of the Solicitation. The Solicitation is to secure contracts with vendors to provide bus parts for the State's school bus fleet. The Solicitation was broken down into lots and vendors were allowed to bid on as many lots as they chose, but they were not required to bid on all lots. This protest only relates to Lot 34, Automatic Transmission parts. A stay of award as to that Lot is requested under the automatic stay provisions of the Consolidated Procurement Code.

RTS protests that ATR is not a responsible bidder and was also non-responsive to the material requirements of the Solicitation as set forth more fully below.

1. ATR is not a responsible bidder and was non-responsive to the Solicitation because ATR knew RTS' pricing methods and calculations and based its bid on that information in violation of the specific requirements of the Solicitation.

ATR submitted its bid based on its unlawfully obtaining knowledge, during the ongoing procurement process, of RTS' confidential and proprietary business information, pricing, methods and factors for pricing calculation, and intention to submit and offer, and ATR

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unlawfully acquired and possessed unreported unfair competitive advantages in competing for this contract, all in violation of the certifications and requirements of the Solicitation.

The Solicitation provided and required as follows:

**CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (MAY 2008)**

**GIVING FALSE, MISLEADING, OR INCOMPLETE
INFORMATION ON THIS CERTIFICATION MAY
RENDER YOU SUBJECT TO PROSECUTION UNDER
SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF
LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at *independently*, without, for the purpose of restricting competition, any consultation, communication, or agreement with *any other offeror or competitor relating to-*

- (i) *Those prices;*
- (ii) *The intention to submit an offer;* or
- (iii) *The methods or factors used to calculate the prices offered.*

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) *Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in*

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any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in *certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];*

(ii) As an authorized agent, *does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and*

(iii) As an agent, *has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.*

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

Solicitation, Amendment 7, pp. 8-9 (emphasis added).

The Solicitation provided and required further as follows:

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive

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advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

Solicitation, Amendment 7, p. 10 (emphasis added). Undoubtedly, both of these provisions are mandatory, material and essential. Here, ATR violated both of these mandatory, material essential requirements of the Solicitation.

It is important to note here the history of this procurement. An Invitation for Bids was first issued in April 2014 and bid opening date was scheduled for July 2014. However, in July 2014, the procurement was suspended indefinitely. In March 2015, the procurement was re-opened with the issuance of Amendment 7, which superseded and replaced all of previous solicitation materials. There were several other amendments and the bid opening was in May 2015. Awards were issued on September 16 for Lot 34 to RTS and ATR.

RTS held contracts with the State for transmission parts from 2009 through the end of 2014. The RTS salesperson that had been assigned to this contract from at least 2009 through March 2015 was Ray Brown. Mr. Brown had worked extensively on preparing RTS' bid in response to the July 2014 bid opening, which was ultimately suspended. Mr. Brown continued to work on the contract and the pending procurement at issue here until his departure from RTS in March 2015. Immediately thereafter, in violation of his non-compete and non-solicitation agreements with RTS¹, Mr. Brown took a position with ATR, a direct competitor of RTS. Upon information and belief, prior to Mr. Brown's accepting a position with ATR, ATR had no interest in this procurement or a contract with South Carolina to provide these parts. Prior to Mr. Brown's departure and as part of his duties for RTS, Mr. Brown had access to an extensive file of materials regarding RTS' bid strategy and pricing formula for this procurement. When Mr. Brown left RTS, that file and all of RTS' bid strategy and pricing information for this procurement has been missing. Upon information and belief, Mr. Brown took that bid strategy and pricing information from RTS and delivered those materials to ATR and those materials

¹ Litigation regarding these non-compete violations is currently pending in state court in Florida in a case captioned *Reliable Transmission Service, Inc. v. Ray Elliott Brown*, Case No. 15-CA-006634 (Fla. 13th Cir. Ct.).

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served as the basis of ATR's bid in response to this Solicitation. Also on information and belief, Mr. Brown, while in the employ of RTS but unbeknown to RTS began communication with ATR regarding his plan to depart RTS in order to compete with RTS and others on behalf of ATR.

Upon information and belief, as a consequence of its recruitment of Mr. Brown, and through its employment of Mr. Brown in violation of his non-compete agreement, ATR had actual knowledge and information regarding RTS' pricing strategy, proprietary business information, pricing, methods and factors for pricing calculation, and intention to submit and offer under the pending Solicitation. ATR also unlawfully acquired and possessed unreported unfair competitive advantages in competing for this contract. ATR used this information in preparing its bid in response to this Solicitation, in express violation of the Solicitation. Such conduct is a clear violation of the above-references provisions of the Solicitation. All such conduct on the part of ATR is in violation of the certifications and requirements of the Solicitation, rendering ATR both non-responsive and non-responsible.

2. ATR was non-responsive to the material requirements of the Solicitation because it cannot meet the mandatory requirement to provide OEM parts.

The Solicitation provided as follows:

- 3.1 Lots 1 through 51 52 make up the Market Basket of products that the SCDE has determined to be the most common and frequently utilized spare parts for their school bus fleet. The Contractor shall provide the parts stated, or any approved equivalent, in these Lots at the prices offered on the Parts Worksheet.
 - 3.1.1 *All parts shall be original equipment manufacturer (OEM) parts.*
 - 3.1.2 The Contractor must request approval to add any recommended manufacturer, by part/by Lot, in writing to the SCDE.
 - 3.1.3 Parts itemized within Lots 1-51 52 will be purchased under the contracts awarded for those Lots and not ordered through Lots A1-A5 (see 3.3) unless the later will result in a documented lower price.
 - 3.1.4 Each Lot will be awarded to up to two (2) lowest responsive and responsible Offerors.

Solicitation, Amendment 7, § 3.1, p. 20 (bold, italics, and underline added; yellow highlighting and strikethrough in the original). Here, the Solicitation required original equipment manufacturer ("OEM") parts. ATR bid on Lot 34 and listed "Allison" as the approved brand.

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However, ATR is not an authorized Allison dealer. Also, ATR's product does not contain 100% OEM parts and the labor used to assemble the parts is not certified by the OEM provider (Allison). A review of ATR's website, attached as Exhibit A, shows that ATR is "not affiliated with, endorsed or factory authorized by Allison Transmission, Inc." ATR's description of its Allison Transmission line shows that it is updated to the "latest O.E. specifications" and calibrated to "O.E.M. specifications" not that it contains 100% OEM parts.

Therefore, ATR failed to meet the mandatory, material requirements of the Solicitation and ATR's bid should be rejected as non-responsive.

CONCLUSION

Based on the grounds set forth herein, RTS respectfully requests that the award to ATR for Lot 34, Automatic Transmission parts be stayed pending resolution of this protest, that RTS be granted a hearing on this matter, that the award to ATR be rescinded, and for such other relief as may be afforded under the Consolidated Procurement Code and under law.

Melissa J. Copeland

Melissa J. Copeland

cc: Enclosure

Via email to sadams@mmo.sc.gov
Stacy Adams, CPPB
Procurement Manager

Via email to drobertson@ogc.sc.gov
Dixon Robertson, Esq.



HOME TRANSMISSIONS NEWS & EVENTS PHOTOS & VIDEO SUPPORT ABOUT US

LOGIN

OUR ALLISON TRANSMISSION® PRODUCT LINE

Allison Transmissions®

The ATR step-by-step remanufacturing process consists of careful teardown, documentation & inspection of parts. Next, the transmission is thoroughly cleaned to "near sanitary" conditions by high pressure steam cleaners, spray cabinets, media blasting, and careful hand preparation. All case preparation such as inspection of bolt holes, passages, etc... is done. Then every transmission is assembled with an ATR "standard" set of new parts, such as gaskets, washers, bearings, filters, bushings, seals, o-rings, lined plates and more. All hard parts are thoroughly inspected and gauged for wear and remanufactured. Pumps are remachined, planetaries remanufactured, valve bodies disassembled and valves checked.

Finally, valve bodies and solenoids/governors (if applicable) are calibrated and tested on the latest computerized valve body tester. Our trained technicians then "update" the transmission to the latest O.E.M specifications. ATR's own updates are put in to the correct known problems and prevents future failures.

These procedures added with a combined 100 years of remanufacturing experience equals to a trouble-free and durable transmission. All ATR transmissions are fully computer controlled dynamometer tested to check for cold/hot oil pressure, slippage, gear noise, converter noise, stall test, shift pattern, up and down shifts, leaks, converter flow and converter torque multiplication. You will receive with your remanufactured transmission the Dyno-test results to verify all points of the test it passed. Rest assured you will receive a remanufactured transmission that performs like new!



Why ATR is the Premier Allison Transmission® Remanufacturer



Strict ISO remanufacturing procedures ensure consistency. 3-Year / Unlimited Mile Warranty Parts & Labor

ATR performs engineering updates to extend the life & durability of each transmission 1000 Series, 2000 Series, 3000 Series/MD, 4000 Series/HD, HT Series, B Series, AT Series, MT Series, V-Drive's in stock

Genuine Allison® Parts used during Remanufacturing

Full hot oil computer controlled dyno-testing of each transmission assures quality and reliability

Valve bodies fully tested and calibrated to O.E.M specifications using the latest computer controlled equipment

The very latest computer driven dyno-tester with data acquisition system to record all critical data test results

Dyno test results included with each and every transmission

Customer service & technical help with years of "hands on" experience and knowledge

ATR offer's hands-on Technical Training at your locations to better educate your tech's on transmissions!

Simply the Best warranty program in the business...

3-Year Unlimited Mile Warranty Parts & Labor on All Models and All Applications!!!

Exhibit A



When Experience Counts-Trust ATR!

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ATR Transmission Remanufacturing, Inc.

401 Terrace Dr
Mundelein, IL 60060
Phone: (847) 566-4488
Fax: (847) 566-6207
Toll Free: (888) 738-7287

Hours of Operation

Monday - Friday
7:00am - 7:00pm CST



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Please call in advance to schedule a pickup time using our toll free number (888) 738-7287.

Contact Information

Sales: (888) 738-7287, option 1
sales@atreman.com
Accounting: accounting@atreman.com
Tech Support: View our Support Pages
techhelp@atreman.com

Contact Us

Your Name *

Company Name *

Phone Number

Email Address *

Message *

SUBMIT

Denotes required fields

* ATR Transmission Remanufacturing, Inc is not affiliated with, endorsed or factory authorized by Allison Transmission, Inc. ®.

* All Third Party brands, product names, and registered trademarks appearing on this site are the property of their respective holder(s) and are used here only to indicate the products that ATR services. ATR is not affiliated with or authorized by any of these companies.



ATR Transmission Remanufacturing, Inc. © 2015 - All Rights Reserved

Attachment 2

STATE OF GEORGIA)
) SS.
COUNTY OF CARROLL)

AFFIDAVIT OF RAY BROWN

BEFORE ME, the undersigned Notary, Farah S. Scott,
on this 1st day of October, 2015, personally appeared RAY BROWN, know to me to be a
credible person of lawful age, who being by me first duly sworn, on his oath deposes and states
as follows:

1. Affiant is a citizen and resident of the State of Georgia, is over the age of twenty-one years, and is competent to testify to the information contained in this affidavit.
2. Affiant is a Fleet Sales Representative for ATR Transmission Remanufacturing, Inc. ("ATR"), an Illinois corporation. Prior to joining ATR in March, 2015, Affiant was employed by Reliable Transmission Service, Inc. ("RTS") in a similar capacity
3. Affiant had no involvement in the preparation of ATR's bid documents for submission regarding Solicitation No. 5400007587, Spare Parts for School Bus Fleet (the "Solicitation"), nor did Affiant speak to Deanna Kuempel, David Kalov or any other ATR employee about the information in those bid documents or about the Solicitation.
4. While employed by RTS, Affiant did business with the State of South Carolina, but he had no involvement in the preparation of RTS's bid documents for any bid submissions to the State of South Carolina or any of its subdivisions; nor did he have access to RTS's "pricing methods and calculations" utilized in its submission of any such bid documents.
5. Affiant did not speak to or otherwise correspond with Deanna Kuempel, David Kalov, or any other ATR employee in connection with the preparation or submission of ATR's bid documents, nor did he provide to them any documents containing RTS's "pricing methods and calculations."

FURTHER AFFIANT SAYETH NAUGHT.

October 1st, 2015.

Ray Brown

SUBSCRIBED AND SWORN TO
before me this 1st day of October, 2015.

Farah S. Scott

Notary Public

My commission expires on 01/06/17, 2017



Attachment 3

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

AFFIDAVIT OF DEANNA KUEMPEL

Affiant DEANNA KUEMPEL, under penalties of perjury as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, certifies that the following statements are true and correct except as to matters therein stated to be on information and belief; and as to such matters Affiant certifies as aforesaid that she verily believes the same to be true.

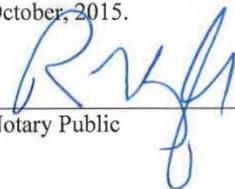
1. Affiant is a citizen and resident of the State of Illinois, is over the age of twenty-one years, and is competent to testify to the information contained in this affidavit.
2. Affiant is the vice-president of key accounts & Business Operations of ATR Transmission Remanufacturing, Inc. ("ATR"), an Illinois corporation in good standing, as evidenced by a copy of the Corporation File Detail Report of the Illinois Secretary of State's business corporations department attached hereto as Exhibit A.
3. Affiant, along with ATR CFO David Kalov, was responsible for preparing ATR's bid documents for submission regarding Solicitation No. 5400007587, Spare Parts for School Bus Fleet (the "Solicitation").
4. Affiant did not have, nor did she use, any information about the "pricing methods and calculations" employed by Reliable Transmission Service, Inc. ("RTS") in preparing ATR's bid documents. All information utilized by Affiant was solely ATR information and information provided from its vendors.
5. Affiant did not speak to or otherwise correspond with Ray Brown, a current ATR employee formerly with RTS, in connection with the preparation or submission of ATR's bid documents.

FURTHER AFFIANT SAYETH NAUGHT.

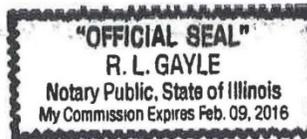
October 16, 2015.



Subscribed and sworn to
before me this 16th day of
October, 2015.



Notary Public



Attachment 4

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

AFFIDAVIT OF DAVID KALOV

Affiant DAVID KALOV, under penalties of perjury as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, certifies that the following statements are true and correct except as to matters therein stated to be on information and belief; and as to such matters Affiant certifies as aforesaid that he verily believes the same to be true.

1. Affiant is a citizen and resident of the State of Illinois, is over the age of twenty-one years, and is competent to testify to the information contained in this affidavit.

2. Affiant is the Chief Financial Officer of ATR Transmission Remanufacturing, Inc. ("ATR"), an Illinois corporation in good standing.

3. Affiant, along with Deanna Kuempel, was responsible for preparing ATR's bid documents for submission regarding Solicitation No. 5400007587, Spare Parts for School Bus Fleet (the "Solicitation").

4. Affiant did not have, nor did he use, any information about the "pricing methods and calculations" employed by Reliable Transmission Service, Inc. ("RTS") in preparing ATR's bid documents. All information utilized by Affiant was solely ATR information and information provided from its vendors.

5. Affiant did not speak to or otherwise correspond with Ray Brown, a current ATR employee formerly with RTS, in connection with the preparation or submission of ATR's bid documents.

FURTHER AFFIANT SAYETH NAUGHT.

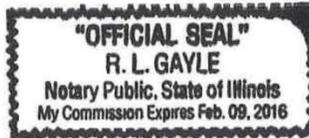
October 16, 2015.



Subscribed and sworn to before me this 16th day of October, 2015.



Notary Public



Attachment 5



This is in response to the protest in awarding the bid for SC Schools to ATR Transmission Remanufacturing Inc. ATR Transmission Remanufacturing Inc. is an ISO9001:2008 Certified remanufacturer, and is known as the Premier supplier of fleet transmissions in North America.

ATR follows strict ISO documented remanufacturing procedures throughout our processes , we use genuine Allison parts , perform Allison & ATR engineering updates to increase life & durability , we have state of the art computer controlled testing of valve bodies & electrical components , and then we hot oil computer control dyno- test every transmission for performance/operation to insure prefect operation .

ATR's warranty is an industry leading 4 year/unlimited mile warranty –parts & labor to protect your fleet; this is more than double of most remanufacturers as we have great confidence in our products. ATR's greatest asset is our people, our people have factory training and ATR continually trains its team on the latest procedures & techniques. There is some fallacy about non- Allison Genuine parts . ATR buys direct thru 3 Allison dealers our Allison parts, no “knock off” parts used!

Some key points: Are our bid competitors ISO Certified? NO. Do they follow Quality Management system? Warranty coverage time & policy? Do they own the latest computer controlled testing equipment to insure consistent quality or still testing “the old fashion way “?

ATR serves the largest fleets in US such as; First Student, Student Transportation of America, Ryder, Verizon, Waste Management and OEs rely on ATR as well such as Volvo Truck, CAT, Blue Bird, and MCI.

These customers say volumes about ATR's quality, service, support, and customer support. I hope this has cleared up any confusion brought up on this bid protest. Please feel free to contact me direct, with any questions.

Regards,

Rich Kuempel

President/CEO

ATR Transmission Remanufacturing, Inc.

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Mundelein, IL 60060

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STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised September 2015)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 111.1 of the 2015 General Appropriations Act, “[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. The Request for Filing Fee Waiver form is attached to this Decision. If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing.” PLEASE MAKE YOUR CHECK PAYABLE TO THE “SC PROCUREMENT REVIEW PANEL.”

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1105 Pendleton Street, Suite 209, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.