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RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS
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FILE NO OPA-PA: 15-004

Attorneys for Appellant
G4S Secure Solutions (Guam) Inc.

OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEAL

In the Appeal of)
G4S Secure Solutions (Guam) Inc.,)
Appellant.)
_____)

NOTICE OF APPEAL
Docket No. OPA-PA _____

Appellant Information:

For purposes of this appeal, appellant can be contracted through counsel, whose contact information is set forth above. Appellant's address, telephone number, and facsimile number are as follows:

G4S Secure Solutions (Guam) Inc.
1851 Army Drive
Harmon, Guam 969313

Telephone No. (671) 646-2307
Facsimile No. (671) 649-7245

Appeal Information:

A) Purchasing Agency: General Services Agency ("GSA")

B) Invitation for Bid No.: GSA-012-015, DPHSS Security Guard Services—DPHSS Northern, Central and Southern Region

C) The denial of protest being appealed was made on March 30, 2015, by the Chief Procurement Officer of GSA.

D) Appeal is made from a denial of a protest. This appeal is brought pursuant to 5 GCA §5425(e).

E) Name of competing bidder known to appellant: Pacific Island Security Agency.

Form and Filing:

1. G4S Secure Solutions (Guam) Inc. (“G4S”) is appealing the denial of a protest it made regarding GSA-012-015.

This procurement, GSA-012-015, was for DPHSS Security Guard Services for three locations—Northern, Central, and Southern Regions. Bids were sought to provide security guard services at three locations. The bid form asked bidders to provide a “Unit Price”. The only way to break this procurement into “units” was to treat each of the three locations as a “unit”. Therefore, G4S provided a monthly “Unit Price” of \$8,165.99 for each of the three locations, with an “Extended Amount” of \$97,991.90 per “unit” or location for a full year. *See Exhibit A (excerpt from G4S bid).*

It was obvious that the amounts of \$8,165.99 per month and \$97,991.90 per year were per location, and not totals for all three locations. The annual extended amount shown in the G4S bid was less than one-third of the total bid of the only competing bidder. Exhibit B (Abstract of IFB). If the \$97,991.90 annual figure were used for all three locations and not just per location unit, that amount would be far too low for compliance with the applicable United States Department of Labor

Wage Determination. *See* Exhibit C (Form E, Declaration re Compliance with U.S. D.O.L. Wage Determination).

At the bid opening on January 29, 2015, G4S realized for the first time that there might be some misunderstanding concerning the term “unit price”. Therefore, that same day, G4S had a letter delivered to GSA stating that its bid was for “\$8,165.99 x 3 locations x 12 months = \$293,975.64”. Exhibit D (G4S letter to GSA, Jan. 29, 2015).

GSA clearly understood that G4S had set forth a price per unit for a single “unit” or location in its bid, and that G4S was offering to provide security guard services to all three units for a total price of \$293,975.64. In a Notice of Intent to Award dated March 3, 2015, GSA stated, “As a result of our analysis on the above referenced Invitation for Bid, your offer in the amount of \$293,975.64.” Exhibit E (Notice of Intent to Award). However, on March 12, 2015, GSA issued a “Revised” Notice of Intent to Award stating that GSA intends to award the contract for GSA-012-015 to G4S for the amount of \$97,991.90. Exhibit F (“Revised” Notice of Intent to Award).

G4S believes that the request for a “unit price” in the bid was unambiguous as the three locations were the only “units” into which the IFB could be divided. However, if the bid form is deemed to be ambiguous, then GSA could have properly considered the correct amount of the G4S bid and awarded the contract to G4S accordingly.

Subsection (f) of 5 GCA §5211 provides that correction of inadvertently erroneous bids after award shall be permitted in accordance with regulations. If GSA interpreted “unit price” in a manner different from G4S’s interpretation, then G4S’s bid was, under GSA’s interpretation, “inadvertently erroneous”. Subsection (f) further provides that no changes in prices shall be permitted if prejudicial to the interest of Guam or fair competition. The correct price of the G4S

bid, \$293,975.64, was still the low bid. Thus a correction to state this correct bid price would not be prejudicial to the government or to fair competition.

The relevant regulation, 2 GAR §3109(m)(4)(c), provides that “[i]f the mistake and the intended correct bid is clearly evident on the face of the bid document, the bid shall be corrected to the intended bid and may not be withdrawn”. The list of examples which follows in this subsection is merely illustrative, and not conclusive. If G4S’s interpretation of the term “unit price” was mistaken, the intended correct bid was nonetheless clearly evident from the face of its bid document.

If G4S’s interpretation of “unit price” was correct, but G4S erred by multiplying that unit price only by 12 months and not also multiplying it by 3 locations, then G4S’s error, if any, was an “error in extending unit prices”. Such errors are expressly covered by 2 GAR §3109(m)(4)(c). If the “unit price” is assumed to be correct in the case of discrepancies, as provided by Sealed Bid Solicitation Instructions, page 26, item 2(c), then the unit price of \$8,165.99 per month per location in the G4S bid controls over any error in extending that price. *See* Exhibit G (excerpt from Sealed Bid Instructions). The “unit price” must be multiplied by 36 (12 months at 3 locations) to arrive at the correct total for the G4S bid.

Whether G4S’s interpretation of the term “unit price” was correct, or its interpretation of “unit price” or its extension thereof was a mistake that can be corrected to the clearly evident proper amount, G4S should be awarded the contract at a total price of \$293,975.64. The March 13, 2015 “Revised” Notice should be deemed to be of no effect, and G4S should be awarded this contract at the correct amount.

G4S filed a timely protest of the "Revised" Notice of Award on March 26, 2015. Exhibit H (Protest). GSA denied the protest on March 30, 2015. Exhibit I (Letter from GSA Chief Procurement Officer to G4S's counsel). Although the March 30, 2015 letter from GSA refers to prior correspondence between G4S's counsel and GSA on March 24 and 26, 2015, as a protest and denial, this is incorrect. The March 24, 2015 letter from G4S's counsel to GSA was not labeled "protest". That letter was intended as an effort to resolve this dispute short of a protest.

2. G4S requests that the Office of Public Accountability (a) overrule GSA's denial of G4S's protest, (b) rule that G4S is not required to perform the services required under GSA-012-015 for the sum set forth in the "Revised" Notice of Intent of Possible Award dated March 13, 2015, and (c) rule that G4S shall be awarded this procurement in the amount of \$293,975.64 as set forth in the March 3, 2015 Notice of Intent of Possible Award.

3. Supporting documents are attached hereto as exhibits which correspond with the Exhibit letters A through I as set forth above.

Declaration regarding court action:

G4S does hereby confirm that to the best of its knowledge, and the undersigned counsel does hereby confirm that to the best of his knowledge, no case or action concerning the subject of this Appeal has been commenced in court.

Dated this 2 day of April, 2015.

DOOLEY ROBERTS & FOWLER LLP


By: Seth Forman
SETH FORMAN
Attorneys for Appellant G4S Secure
Solutions (Guam) Inc.

VERIFICATION

Tamuning, Guam) ss:

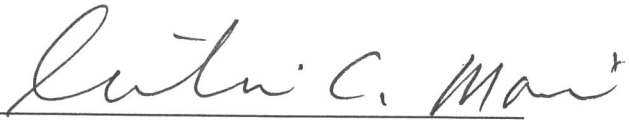
I, Christopher Garde, being first duly sworn, do hereby depose and state that I am the President of Appellant G4S Secure Solutions (Guam) Inc. and that I have read the foregoing Notice of Appeal and it is true of my own knowledge except as to those matters alleged upon information and belief and as to those matters, I believe them to be true.

Dated this 2nd day of April, 2015.



CHRISTOPHER GARDE

SUBSCRIBED AND SWORN to before me this 2nd day of April, 2015.



Notary Public

EMAILINA C. MARIANO
Notary Public
In and for Guam, U.S.A.
My Commission Expires: March 5, 2019
P.O. Box 5366 Hagåtña, Guam 96932

EXHIBIT A

ITEM NO.	DESCRIPTION	QTY / UOM	Unit Price	Extended Amount
1.1	To provide Security Guard Services to Government of Guam, Department of Public Health and Social Services	12 Months	\$8,165.99	\$97,991.90

Bidding On:

Project: To Provide Security Guard Services to the Government of Guam, Department of Public Health and Social Services for the following three (3) facilities:

1. *Northern Region:* 520 West Santa Monica Ave, Dededo
2. *Central Region:* 123 Chalan Kareta Route 10, Mangilao
3. *Southern Region:* 162 Apman Drive, Inarajan

SPECIFICATIONS:

1. Must provide trained stationary uniformed, unarmed Security officer (s).
2. Must provide service from Monday thru Friday and commence at 1800 and conclude at 0700 the following morning. Weekends and Holidays shall be on a 24 hours basis. Ensure main entrance to facility are unlock at 0645.
3. Must perform periodic checks on DPHSS facility Utilizing Electronic Patrol system with weekly or monthly reports.
4. Must submit daily written reports to Department's Safety Officer detailing all activity per shift and maintains a visitor's log.
5. Will notify proper authority Police, Fire Department for their response to any emergency. And to notify DPHSS Deputy Director and or Safety Officer, Maintenance Superintendent. Must prepare and submit an incident report for all emergencies within 24 hours.
6. Must ensure all Government of Guam vehicles are secured and inventoried within the DPHSS compound.
7. Will notify Building Maintenance Superintendent and Safety Officer when any maintenance emergency occurs. Power generator fails to start when power outage occurs, ruptures water pipe; etc.
8. Will secure compound gates no later than 1815 and unlock at 0600 the next morning.
9. Must provide a copy of its business license to perform security services on Guam.
10. No portion of this contract shall be contracted to any other person or entity.
11. DPHSS may request changes(s) in the scope of service to be performed under this agreement. Such change(s) including any increase or decrease in cost, as agreed to by both parties, shall be incorporated through written amendment with concurrence by DPHSS approval by GSA.

BIDDING REMARKS:

- In compliance

- In compliance

- In compliance

- In compliance

- In compliance

- In compliance

- In compliance

- In compliance

- In compliance

- In compliance

EXHIBIT B

ABSTRACT OF IFB

One (1) Amendment (Bid Opening Date)

Description of Supplies or Services
Security Guard Services
DPHSS / Northern, Central & Southern Region

OFFEROR(S)	Acceptance Time	Delivery Acceptance	Delivery Specified IN IFB (Days)	Compliance								Item No.	Qty.	Unit	Mos.	
				A	B	C	D	E	F	G	H					
G4S Security BB 012915 Safeco Co. of America 15% of Bid Amt. 1/21/2015 BROCHURE SUBMITTED	9:37			✓	✓	✓	✓	✓	✓	✓		1.1		8,165.99	27,991.90	All incomplete
Pacific Island Agency BB CK1-0003-GNFB-15 1/22/15 PACIFIC ISLANDERS Ins. Co. LTD 75% \$46,313.00 with 15% of BB LITERATURE SUBMITTED	9:44			✓	✓	✓	✓	✓	✓	✓				24881.94	298583.28	Completed w/ all Specs.

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

[Signature]
(Signature)

DATE: 1/29/2015

TABULATED BY: R. JOYCE CASTRO

LEGEND(S)

- (A) Non-Collusion
- (B) Disclosing Ownership and Commission Affidavit
- (C) DOL Wage Determination Affidavit
- (D) Bid-Bond Form
- (E) Ethical Standards Affidavit
- (F) No Gratuities or Kickbacks Affidavit
- (G) Restriction against Sexual Offenders Affidavit
- (H) Affidavit re Contingent Fees

BROCHURE REC. BY: G4S

EXHIBIT C

Eddie Baza Calvo
Governor



Benita Manglona
Director, Dept. of Admin.

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

Ray Tenorio
Lt. Governor

John Pangilinan
Deputy Director

FORM E

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

Procurement No: **GSA-012-15** **Security Guard Services /**
DPHSS Northern, Central & Southern Region.

Name of Offeror Company: G4S Secure Solutions (Guam) hereby certifies under penalty of perjury:

- (1) That I am Country Managing Director - Marianas (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!]


 Chris Garde January 21, 2015

 Signature Date

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

Wage Determination No.: 2005-2147
 Diane C. Koplewski Division of | Revision No.: 16
 Director Wage Determinations | Date Of Revision: 07/25/2014

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

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

05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70

12312 - Registered Nurse II		25.32
12313 - Registered Nurse II, Specialist		25.32
12314 - Registered Nurse III		30.64
12315 - Registered Nurse III, Anesthetist		30.64
12316 - Registered Nurse IV		36.72
12317 - Scheduler (Drug and Alcohol Testing)		19.59
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		15.06
13012 - Exhibits Specialist II		18.66
13013 - Exhibits Specialist III		22.83
13041 - Illustrator I		15.06
13042 - Illustrator II		18.66
13043 - Illustrator III		22.83
13047 - Librarian		20.66
13050 - Library Aide/Clerk		12.00
13054 - Library Information Technology Systems Administrator		18.66
13058 - Library Technician		15.06
13061 - Media Specialist I		13.46
13062 - Media Specialist II		15.06
13063 - Media Specialist III		16.80
13071 - Photographer I		12.82
13072 - Photographer II		14.32
13073 - Photographer III		17.75
13074 - Photographer IV		21.73
13075 - Photographer V		26.30
13110 - Video Teleconference Technician		12.91
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.65
14042 - Computer Operator II		15.76
14043 - Computer Operator III		17.56
14044 - Computer Operator IV		19.50
14045 - Computer Operator V		21.81
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.65
14160 - Personal Computer Support Technician		19.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.08
16030 - Counter Attendant		8.08
16040 - Dry Cleaner		9.34
16070 - Finisher, Flatwork, Machine		8.08
16090 - Presser, Hand		8.08
16110 - Presser, Machine, Drycleaning		8.08
16130 - Presser, Machine, Shirts		8.08
16160 - Presser, Machine, Wearing Apparel, Laundry		8.08
16190 - Sewing Machine Operator		9.86
16220 - Tailor		10.33
16250 - Washer, Machine		8.46

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32

23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2) 27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56

30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.74
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

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

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

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

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

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

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

EXHIBIT D



GOV'T OF GUAM
G.S.A.

2015 JAN 29 PM 2: 36

RF
RECEIVED

G4S Secure Solutions (Guam) Inc.

1851 Army Drive
Harmon, GU. 96913
Tel: (671) 646-2307
Fax: (671) 649-7245
Email: ken.cruz@gu.g4s.com

January 29, 2015

General Services Agency
Government of Guam
148 Route 1, Marine Drive
Piti, Guam 96915

Attn: **Ms. Claudia S. Acfalle**
Chief Procurement Officer

REF: CLARIFICATION OF BID AMOUNT

BID Invitation No.: GSA-012-15: Security Guard Services / DHPSS Northern, Central & Southern Regions

Hafa Adai Ms. Acfalle,

As allowed in the bid specifications under "General Terms and Conditions"; item #22: Award, Cancellation & Rejection, stating "the right is reserved as the interest of the Government may require to waive any minor irregularity in bid received."...**G4S therefore clarifies our bid amount as follows:**

Bid item 1.1: Qty/UOM: \$8,165.99 x 3 locations x 12 months = \$293,975.64 Extended Amount

Sincerely,

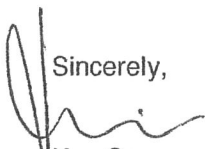

Ken Cruz
Mobile Security Agent
G4S Security Systems (Guam) Inc.
1851 Army Drive
Harmon, GU. 96913
Cell: 1.671.487.7476
Tel: 1. 671.646.2307
Fax: 1. 671.646.2468
Email: ken.cruz@gu.g4s.com
www.g4sguam.com

EXHIBIT E

Eddie Baza Calvo
Governor



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

Ray Tenorio
Lt. Governor

Anthony C. Blaz
Director, Dept. of Admin.

Alfred Duenas
Deputy Director

March 03, 2015

G4S Secure Solution Security (Guam) Inc.
1851 Army Drive
Tamuning, Guam 96913
Tel: (671) 646-2307 / Fax (671) 649-7245

GOVT OF GUAM
G.S.A.
RECEIVED
2015 MAR 12 AM 8:25
RC

**Re: NOTICE OF INTENT OF POSSIBLE AWARD
FOR GSA-012-15 (DPHSS Security Guard Services)**

Dear Mr. Cruz,

Buenas yan Hafa Adai! As a result of our analysis on the on the above referenced Invitation for Bid, your offer in the total amount of \$\$293,975.64.

Barring any formal protest lodged, a purchase order will be issued after 14 days from the date of this Notice. Should there be any formal protest received, General Services Agency will company with the Stay of Procurement and there will be no further action until the protest is resolved.

Thank you for participation with the Government of Guam procurement. If you have any questions regarding this matter, please call Christine Tedtaotao, GSA buyer @ 475-1705.

Senseramente,

Claudia S. Acfalle
Chief Procurement Officer.



Please Print
ACKNOWLEDGEMENT COPY (Re-fax to GSA)
Received By: CHRISTOPHER GARDE
Date: 3/10/15
Agency Name: _____
Fax #: 475-1727

EXHIBIT F

Eddie Baza Calvo
Governor



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

Ray Tenorio
Lt. Governor

Anthony C. Blaz
Director, Dept. of Admin.

Alex F. Duenas
Deputy Director

March 13, 2015

G4S SECURE SOLUTION SECURITY (GUAM), INC.

1851 Army Drive
Tamuning, Guam 96913
Tel: (671) 646-2307/ Fax (671) 649-7245

**RE: "REVISED" NOTICE OF INTENT OF POSSIBLE AWARD
FOR GSA-012-15 (DPHSS Security Guard Services)**

Dear Mr. Cruz,

Buenas! and Hafa Adai. As a result of our analysis on the above reference Invitation for Bid, your offer in **the total amount of \$97,991.90** is being considered for award.

Barring any formal protest lodged, a purchase order will be issued **14 days from the date of this notice**. Should there be any formal protest received, General services Agency will company with the Stay of Procurement and there will be no further action until the protest is resolved.

Thank you for participating with the Government of Guam procurement. If you have any questions regarding this matter, please call Anita Cruz, GSA Buyer Supervisor II at 475-1713.

Sincerely,


3/13/2015
CLAUDIA S. ACFALLE
Chief Procurement Officer


Revised
3/18/15

T. Sakane

EXHIBIT G

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall submit two (2) sets of Solicitation forms.
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered.

Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to 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) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

EXHIBIT H

DOOLEY ROBERTS & FOWLER LLP
ATTORNEYS AT LAW

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

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

Of Counsel:
MELINDA C. SWAVELY

Writer's Direct Email:
Forman@GuamLawOffice.com


March 26, 2015

VIA HAND DELIVERY

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

VIA HAND DELIVERY

Mr. Karl P. Espaldon
Office of the Attorney General
Civil Litigation & Solicitor s Division
590 S. Marine Corps Drive.
ITC Bldg., Ste. 706
Tamuning, Guam 96913


GOVT OF GUAM
RECEIVED
2015 MAR 27 AM 10:56


**Re: PROTEST (5 GCA §5425, 2 GAR §9101)
GSA-012-015
DPHSS Security Guard Services--DPHSS Northern, Central and
Southern Region**

Dear Ms. Acfalle and Mr. Espaldon:

My law firm is representing G4S Secure Solutions (Guam) Inc. ("G4S"). G4S protests the "Revised Notice of Intent of Possible Award" dated March 13, 2015, in which the General Services Agency ("GSA") states it intends to award the contract for GSA-012-015 to G4S for the amount of \$97,991.90. It is the position of G4S that it should be awarded this contract in the amount of \$293,975.94. While G4S remains hopeful that this matter can be amicably resolved by discussions between the parties, in order to preserve its rights G4S must submit this protest at this time. Because our office has been informed that we should contact attorney Karl P. Espaldon at the Office of the Attorney General with respect to this matter, we are having a copy of this protest delivered to him in addition to delivery the Chief Procurement Officer at GSA. The information required by 2 GAR §9101 follows.

Name of Protestor: G4S Secure Solutions (Guam) Inc.

GOVT OF GUAM
MAR 27 2015
11:32 AM


COPY

Ms. Claudia S. Acfalle
Mr. Karl P. Espaldon
PROTEST, GSA-012-015
March 26, 2015
Page 2

Address of Protestor: For purposes of this protest, c/o Seth Forman, Dooley Roberts & Fowler LLP, 865 S. Marine Corps Drive, Ste. 201, Tamuning, GU 96913; telephone 646-1222, facsimile 646-1223, e-mail Forman@guamlawoffice.com

Statement of Reasons for Protest:

This protest concerns bid number GSA-012-015 for DPHSS Security Guard Services for three locations—Northern, Central, and Southern Regions. Bids were sought to provide security guard services at three locations. The bid form asked bidders to provide a “Unit Price”. The only way to break this procurement into “units” was to treat each of the three locations as a “unit”. Therefore, G4S provided a monthly “Unit Price” of \$8,165.99 for each of the three locations, with an “Extended Amount” of \$97,991.90 per “unit” or location for a full year.

It was obvious that the amounts of \$8,165.99 per month and \$97,991.90 per year were per location, and not totals for all three locations. The annual extended amount shown in the G4S bid was less than one-third of the total bid of the only competing bidder. If the \$97,991.90 annual figure were used for all three locations and not just per location unit, that amount would be far too low for compliance with the applicable United States Department of Labor Wage Determination.

At the bid opening on January 29, 2015, G4S realized for the first time that there might be some misunderstanding concerning the term “unit price”. Therefore, that same day, G4S had a letter delivered to GSA stating that its bid was for “\$8,165.99 x 3 locations x 12 months = \$293,975.64”.

GSA clearly understood that G4S had set forth a price per unit for a single “unit” or location in its bid, and that G4S was offering to provide security guard services to all three units for a total price of \$293,975.64. In a Notice of Intent to Award dated March 3, 2015, GSA stated, “As a result of our analysis on the above referenced Invitation for Bid, your offer in the amount of \$293,975.64.” However, on March 12, 2015, GSA issued a “Revised” Notice of Intent to Award stating that GSA intends to award the contract for GSA-012-015 to G4S for the amount of \$97,991.90.

G4S believes that the request for a “unit price” in the bid was unambiguous as the three locations were the only “units” into which the IFB could be divided. However, if the bid form is deemed to be ambiguous, then clearly GSA may properly consider the correct amount of the G4S bid and award the contract to G4S accordingly.

Subsection (f) of 5 GCA §5211 provides that correction of inadvertently erroneous bids after award shall be permitted in accordance with regulations. If GSA is interpreting “unit price” in a manner different from G4S’s interpretation, then G4S’s bid is, under GSA’s interpretation,

Ms. Claudia S. Acfalle
Mr. Karl P. Espaldon
PROTEST, GSA-012-015
March 26, 2015
Page 3

“inadvertently erroneous”. Subsection (f) further provides that no changes in prices shall be permitted if prejudicial to the interest of Guam or fair competition. The correct price of the G4S bid, \$293,975.64, is still the low bid. Thus a correction to state this correct bid price is not prejudicial to the government or to fair competition.

Turning to the applicable regulation, 2 GAR §3109(m)(4)(c) provides that “[i]f the mistake and the intended correct bid is clearly evident on the face of the bid document, the bid shall be corrected to the intended bid and may not be withdrawn”. The list of examples which follows in this subsection is merely illustrative, and not conclusive. If G4S’s interpretation of the term “unit price” was incorrect, the intended correct bid is nonetheless clearly evident from the face of its bid document.

If G4S’s interpretation of “unit price” was correct, but G4S erred by multiplying that unit price only by 12 months and not also multiplying it by 3 locations, then G4S’s error, if any, was an “error in extending unit prices”, which is expressly covered by 2 GAR §3109(m)(4)(c). If the “unit price” is assumed to be correct in the case of discrepancies, as provided by Sealed Bid Solicitation Instructions, page 26, item 2(c), then the unit price of \$8,165.99 per month per location in the G4S bid controls over any error in extending that price, and must be multiplied by 36 (12 months at 3 locations) to arrive at the correct total for the G4S bid.

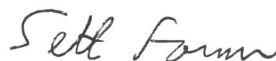
Whether G4S’s interpretation of the term “unit price” is correct, or its interpretation of “unit price” or its extension thereof was a mistake that can be corrected to the clearly evident proper amount, G4S should be awarded the contract at a total price of \$293,975.64 as stated in your letter of March 3, 2015. The March 13, 2015 “Revised” Notice should be retracted, and G4S should re-issue a Notice of Intent of Possible Award with this correct amount.

Supporting documents:

All documents referenced above are already in the possession of GSA.

Sincerely,

DOOLEY ROBERTS & FOWLER LLP



Seth Forman

DOOLEY ROBERTS & FOWLER LLP

Suite 201, Orlean Pacific Plaza
865 South Marine Corps Drive
Tamuning, Guam 96913

VIA HAND DELIVERY:

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

PROTEST

RECEIVED



2015 MAR 27 AM 10: 57

GOV'T OF GUAM
G.S.A.

DOOLEY ROBERTS & FOWLER LLP

Suite 201, Orlean Pacific Plaza
865 South Marine Corps Drive
Tamuning, Guam 96913

VIA HAND DELIVERY:

Mr. Karl P. Espaldon
Office of the Attorney General
Civil Litigation & Solicitors Division
590 S. Marine Corps Drive
ITC Building, Ste. 706
Tamuning, Guam 96913

PROTEST

APL
MAR 27 2015
11:32 AM
ATTORNEY GENERAL

EXHIBIT I

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

148 Route 1 Marine Drive, Piti, Guam 96915
Tel: (671) 475-1707 Fax Nos: (671) 475-1727 / 475-1716

Ray Tenorio
Lieutenant Governor

Anthony C. Blaz
Director

Alfred F. Duenas
Deputy Director

March 30, 2015

Memorandum

Mr. Seth Foreman
c/o Dooley, Roberts and Fowler, LLP
Suite 201, Orleans Pacific Plaza
865 South Marine Corps Drive
Tamuning, Guam 96913


Re: GSA-012-015
DPHSS Security Guard Services

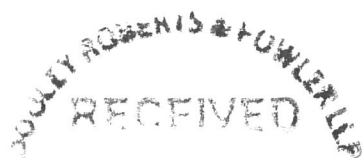
Dear Mr. Foreman:

On March 26th, you submitted a memorandum entitled "Protest" on the above entitled GSA bid. On the same date, the General Services Agency sent to you a response on the previous memorandum that you sent, dated March 24, 2015, in which we treated your previous memorandum as a protest.

In reviewing your memorandum of March 26th, we find no new issues that would change our opinion. Therefore, we again DENY your protest.

You have the right to seek any administrative or judicial review authorized by law.


CLAUDIA S. ACFALLE
Chief Procurement Officer



MAR 30 2015