



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

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**In the Appeal of G4S Security Systems (Guam), Inc., Docket No. OPA-PA-21-007**

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**Merlyna W. Smith** <mwsmith@bsjmlaw.com>

Tue, Jan 18, 2022 at 4:44 PM

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

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Dear Mr. Hernandez:

Attached herewith please find **Technologies for Tomorrow, Inc.'s Proposed Findings of Fact and Conclusions of Law** for e-filing in the above-referenced matter. Kindly acknowledge receipt of this filing via return e-mail.

Thank you. Should you have any questions or concerns, please let us know.

Regards,

Merlyna Weilbacher Smith

Secretary to R. Marsil Johnson, Esq.



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**TECHNOLOGIES FOR TOMORROW, INC.'S PROPOSED FINDINGS OF FACT AND CONCLUSION OF LAW  
(OPA-PA-21-007).pdf**  
253K

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

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<b>In the Appeal of</b>	)	<b>Docket No. OPA-PA-21-007</b>
	)	
<b>G4S Security Systems (Guam), Inc.,</b>	)	<b>TECHNOLOGIES FOR</b>
	)	<b>TOMORROW, INC.’S</b>
<b>Appellant.</b>	)	<b>PROPOSED</b>
	)	<b>FINDINGS OF FACT AND</b>
	)	<b>CONCLUSIONS OF LAW</b>
	)	

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16 This procurement appeal was heard by the Public Auditor, Benjamin J.F. Cruz, from  
17 December 20, 2021 to December 21, 2021. Appellant **G4S SECURITY SYSTEMS (GUAM), INC.**  
18 (“G4S”) was represented by Genevieve P. Rapadas. **GUAM DEPARTMENT OF EDUCATION**  
19 (“GDOE”), the procuring agency, was represented by James L. G. Stake. Interested Party **PACIFIC**  
20 **DATA SYSTEMS, INC. (“PDS”)** was represented by Joshua D. Walsh. Interested Party  
21 **TECHNOLOGIES FOR TOMORROW, INC. (“TFT”)** was represented by R. Marsil Johnson.

22 Following the hearing, the Public Auditor ordered the parties to file Proposed Findings of  
23 Fact and Conclusions of Law on January 18, 2022.

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**FINDINGS OF FACT**

1. The Office of Public Accountability, in reaching this Decision, has considered and  
incorporates herein the procurement record and all documents submitted by the parties, and all  
arguments made during the formal hearing held on December 20, 2021 and December 21, 2021,

1 and the proposed findings of fact and conclusions of law filed by the parties on January 18, 2022.

2 Based on the record in this matter, the Public Auditor makes the following findings of fact:

3           2.       On April 13, 2021, GDOE issued Multi-Step IFB 026-2021 for Indoor and Outdoor  
4 Wireless Local Area Network (“WLAN”) Infrastructure Installation Project (the “IFB”).

5           3.       On May 28, 2021, GDOE received bids for the IFB from TFT, G4S, and PDS.

6           4.       On July 13, 2021, GDOE awarded to TFT as the lowest, most responsible and  
7 responsive bid for the IFB.  
8

9           5.       On August 10, 2021, G4S protested the award for TFT. G4S’s protest was made  
10 on the basis that TFT “does not possess a Guam Contractor’s License and has not submitted  
11 evidence of a valid Guam Contractor’s License to perform work dictated by GDOE IFB 026-  
12 2021.” *See* G4S Procurement Protest Letter (August 10, 2021).

13           6.       On September 3, 2021, GDOE denied G4S’s procurement protest on grounds that  
14 Guam procurement law requires that an IFB shall be evaluated based on requirements set forth in  
15 the IFB and that no criteria may be used in bid evaluation that are not set forth in the IFB. Since  
16 the IFB did not require bidders to submit a Guam Contractor’s License with their bid submission,  
17 GDOE properly evaluated and awarded the IFB in accordance with the terms and conditions set  
18 forth in the IFB.  
19

20           7.       On September 20, 2021, G4S filed a procurement appeal. G4S’s appeal was based  
21 on its contention that a Guam Contractor’s License “must have been previously obtained to  
22 lawfully execute the terms of said IFB as a Specialty Contractor pursuant to 21 GCA Real Property  
23 CH. 70.”  
24

25 **A.       G4S’S PROCUREMENT PROTEST WAS UNTIMELY**

26           8.       PDS submitted a question to GDOE, asking whether each bidder was required to  
27 submit a C-68 Specialty Contractor license (for telecommunications) with its bid submission. *See*  
28 IFB Amendment No. 4, page 2 of 3 (May 18, 2022).

1           9.       On May 18, 2022, GDOE issued Amendment 4 to the IFB. *See* IFB Amendment  
2 No. 4 (May 18, 2022).

3           10.       Amendment 4 included PDS’s question (which it labeled as question “8”) and a  
4 response from GDOE. The response did not state that the bidders were required to submit proof  
5 of a C-68 Specialty Contractor license with its bid submission. Specifically, GDOE provided the  
6 following response:  
7

8           GDOE Response: The project includes the furnishing and installation of network  
9 equipment to expand the wireless internet coverage in the public schools. This  
10 project is very similar to previous awarded wireless expansion projects in the public  
11 schools. The project activities does not include any structural  
12 fabrication/construction or structural alteration or repair.

13           Bidders are responsible to be informed and knowledgeable of any regulatory  
14 requirements for this project. Bidders should be guided by any regulatory  
15 requirements issued from the federal and/or local governing entity.

16           *See* IFB Amendment No. 4, page 2 of 3 (May 18, 2022). Thus, on May 18, 2022, the bidders were  
17 all made aware that GDOE would not require proof that a bidder held a C-68 Contractor’s License  
18 with its bid submission.

19           11.       Guam’s procurement law provides that a “protest shall be submitted in writing  
20 within fourteen (14) days after such aggrieved person knows or should know of the facts giving  
21 rise thereto.” 5 G.C.A. § 5425(a).

22           12.       The Supreme Court of Guam has held that “[c]ourts have consistently rejected [the]  
23 argument that a party becomes ‘aggrieved’ for purposes of a procurement protest ‘only when it  
24 loses the potential business, that is, when a bidder learns that it was not awarded a contract.’” *DFS*  
25 *Guam L.P. v. A.B. Won Pat Int’l Airport Auth.*, 2020 Guam 20 at ¶ 85 (citing *In re Acme Am.*  
26 *Refrigeration, Inc. v. N.Y.C. Dep’t of Educ.*, 933 N.Y.S.2d 509, 513 (Sup. Ct. 2011); *see also Legal*  
27 *Aid Soc’y v. City of New York*, 662 N.Y.S.2d 303, 306 (App. Div. 1997); *Gateway Health Plan,*  
28 *Inc. v. Dep’t of Human Servs.*, 172 A.3d 700, 705 (Pa. Commw. Ct. 2017) (collecting cases).

1           13.     If G4S wished to protest the lack of a requirement in the IFB that a bidder submit  
2 proof that it held a C-68 Contractor’s License with its bid submission, it was required to have filed  
3 that protest within fourteen (14) days of March 18, 2022, not after it learned that it was not awarded  
4 the contract.

5           14.     G4S did not file its protest within fourteen (14) days of May 18, 2022. Instead, it  
6 filed its protest on August 10, 2021. Therefore, pursuant to 5 G.C.A. § 5425(a), G4S’s  
7 procurement protest was untimely.  
8

9 **B.     NO CONTRACTOR’S LICENSE IS REQUIRED TO PERFORM THE WORK DESCRIBED IN  
10 THE IFB**

11           15.     Pursuant to 21 G.C.A. § 70101(c), the Guam contractors law shall not apply to:

12           (c) A person who sells *or* installs any finished products, materials *or* articles *or*  
13 merchandise which are *not* actually fabricated into and *do not* become a permanent  
14 fixed part of the structure, *or* to the construction, alteration, improvement *or* repair  
of personal property;

15           21 G.C.A. § 70101(c) (emphasis in original).

16           16.     When considering whether the exemption found in 21 G.C.A. § 70101(c) applies,  
17 courts generally look to whether the products, materials, articles, or merchandise can be removed  
18 without damaging the structure or preventing the structure’s reuse. *See Finley-Gordon Carpet Co.*  
19 *v. Bay Shore Homes, Inc.*, 55 Cal. Rptr. 378, 379 (Ct. App. 1966) (“The trial court properly held  
20 the exemption applies here. The evidence that the carpets can easily be removed without damaging  
21 the apartments sufficiently supports the trial court’s finding the carpets did not become a fixed part  
22 of the structure.”) and *State ex rel. Vivian v. Heritage Shutters, Inc.*, 534 P.2d 758, 760 (Ariz. App.  
23 1975) (“The appellees, on the other hand, suggest that the test to be utilized in determining whether  
24 the exemption provision of A.R.S. s 32—1121.5 is met is whether damage incidental to removal  
25 of the item in question would prevent its reuse or cause substantial damage to the structure. This  
26 is the test adopted in both California and Washington. We, likewise, adopt this test for the State  
27 of Arizona.” (citations omitted)). This standard has also been applied in the Superior Court of  
28

1 Guam in *VSST Co. Ltd. v. UFB Guam Hotel Corp.*, CV0552-09 at 5 (Super. Ct. Guam Jul. 7,  
2 2011), where the Court held that:

3 Plaintiff argues that because the installations can be removed without causing  
4 damage to the property, they are not a “permanent fixed part of the structure” as  
5 defined in Exemption § 70101(c). Defendant does not disagree, but rather argues  
6 that because the air conditioning system is not a permanent fixed part of the  
7 structure, Plaintiff does not have a right to a Mechanic's lien as a matter of law. See  
8 *infra*. Therefore the Court finds that Plaintiff is indeed exempt from the Contractors  
license requirement under 21 G.C.A. § 70101(c) and entitled to maintain the  
lawsuit. As such, dismissal is inappropriate on summary judgment.

8 *Id.*

9 17. The IFB involves the installation of indoor and outdoor wireless local area network  
10 (“WLAN”) infrastructure. This work was described by several witnesses who testified at the  
11 hearing, including:  
12

- 13 • Eric Roberto, Operations Manager and RME for G4S
- 14 • Vincent Dela Cruz, Data Processing Manager for Guam Department of Education
- 15 • Daniel Coco, Asia Pacific Vice President of Operations for TFT

16 18. Mr. Roberto, Mr. Dela Cruz, and Mr. Coco all testified that the IFB required the  
17 winning bidder to install finished products and materials which would not become a permanent  
18 part of a structure.

19 19. Mr. Roberto of G4S testified that the IFB involved the installation of cables, outlets,  
20 switches, and access points, which were finished products and materials. He also testified that  
21 they would not become permanent, fixed parts of the structure of the schools after they were  
22 installed:

23 Johnson: So those cables and the outlets and the switches you're referring to,  
24 and the—sorry—and the access points. So those—are those  
finished products?

25 Roberto: After it's handed over.

26 Johnson: Are they materials?

26 Roberto: They are materials.

27 Johnson: Ok. Do they—do they become a permanent, fixed part of the  
structure of these schools?

28 Roberto: No.

1 See Audio of Formal Hearing - December 20, 2021, Testimony of Eric Roberto (1:35:51 to  
2 1:36:18).

3  
4 20. Mr. Roberto then went on to testify that removal of any of the equipment to  
5 be installed would not cause damage to the structure or make it impossible to reuse the structure  
6 of the schools:

7 Johnson: Would removing the outside wireless point cause damage to the  
8 structure?

9 Roberto: No.

10 Johnson: Would removing a switch cause damage to the structure?

11 Roberto: No.

12 Johnson: Would removing a cable make it impossible to reuse the structure?

13 Roberto: No.

14 Johnson: Would removing an outlet make it impossible to reuse the structure?

15 Roberto: No.

16 Johnson: Would removing a switch make it impossible to reuse the structure?

17 Roberto: No.

18 Johnson: Is there anything else involved in the scope of work that you would  
19 need to install aside from cables, outlets, and switches?

20 Roberto: No.

21 See Audio of Formal Hearing - December 20, 2021, Testimony of Eric Roberto (1:30:33 to  
22 1:31:16).

23 21. Mr. Dela Cruz's testimony mirrored that of Mr. Roberto:

24 Johnson: So you're familiar with the scope of work then under the IFB?

25 Dela Cruz: Yes.

26 Johnson: Okay. And you said earlier that it's essentially—and please correct  
27 me if I'm wrong—plugging in cables, I guess, from a switch to the  
28 wireless access point?

29 Dela Cruz: Yes.

30 Johnson: Now, the wireless access points, do they become permanent parts of  
31 the structure?

32 Dela Cruz: No, they do not.

33 Johnson: How about the cables?

34 Dela Cruz: I don't believe so. We've had some, I mean G4S does our cable  
35 maintenance, right. They repair it. They change it out.

36 Johnson: So, they can be removed and replaced?

37 Dela Cruz: Yes.

38 Johnson: And the switches, do they become a permanent part of the structure?

39 Dela Cruz: No, they do not.

1 Johnson: Okay. To remove a wireless access point, would that substantially  
harm the structure?  
2 Dela Cruz: I don't believe so.  
3 Johnson: To remove it, would it render the structure unusable?  
4 Dela Cruz: No.  
5 Johnson: Same question with respect to the cables. Removing them, does that  
substantially harm the structure?  
6 Dela Cruz: No.  
7 Johnson: Does it—would it render the structure unusable?  
8 Dela Cruz: No.  
9 Johnson: And the switches, removing the switches, would that substantially  
harm the structure?  
10 Dela Cruz: No.  
11 Johnson: Would it render the structure unusable?  
12 Dela Cruz: No.  
13 Johnson: To do any of this work, would you need to build a whole new  
building at all?  
14 Dela Cruz: No.  
15 Johnson: Would you need to tear a building down?  
16 Dela Cruz: No.  
17 Johnson: Would you need to tear walls down?  
18 Dela Cruz: No.

19 *See* Audio of Formal Hearing - December 21, 2021, Testimony of Vincent Dela Cruz (28:19 to  
20 29:40).

21 22. When asked about the work by the Public Auditor, Mr. Dela Cruz provided a brief  
22 description of the work the IFB involved:

23 I mean, if you think about the way the access points are, technically they're just  
24 kind of devices. I mean, I assume there's Wi-Fi here. We can just put it on the  
25 table up here and obviously we don't want the students touching it so you kind of  
26 just put it on—they have clips—that you can just clip it on to the to the drop  
27 ceilings.

28 *See* Audio of Formal Hearing - December 21, 2021, Testimony of Vincent Dela Cruz (30:51 to  
29 31:16). Mr. Dela Cruz's description clearly describes the installation of finished products that do  
30 not become a permanent, fixed part of the structure.

31 23. Similarly, Mr. Coco of TFT testified that removing everything TFT would install  
32 at the end of the IFB would not cause any damage to the school structure nor would it render the  
33 school structure unusable:

1 Johnson: So, at the end of this project, if TFT were to finish this project be  
2 awarded this project and finish this project. If TFT were to remove  
3 everything that it were to install in GDS public schools, would that  
4 cause any damage to the structures?

5 Coco: No.

6 Johnson: Would it render the structures unusable?

7 Coco: No.

8 *See Audio of Formal Hearing - December 21, 2021, Testimony of Daniel Coco (57:58 to 58:35).*

9 On cross examination, Mr. Coco went on to emphasize that no conduit installed would become a  
10 permanent part of the school structure either:

11 Walsh: I'm actually even asking something even simpler like you were  
12 describing the need to run wire with conduit. Right. We're gonna  
13 put up some plastic conduit you remember that little discussion  
14 earlier? Yes. Is that conduit put up pursuant to provision of a bid  
15 that contemplates them coming down later? Are those conduits  
16 going up to stay?

17 Coco: No those it depends on where the conduit is, but none of the conduit  
18 is permanent. And the conduit can be removed and relocated. Or if  
19 it's in the ceiling, it can be adjusted and removed and put somewhere  
20 else. Nothing is permanent.

21 *See Audio of Formal Hearing - December 21, 2021, Testimony of Daniel Coco (30:51 to 31:16).*

22 **C. THE CONTRACTORS LICENSE BOARD HAS NEVER ISSUED A DECISION AS TO WHETHER  
23 A CONTRACTORS LICENSE BOARD LICENSE IS REQUIRED TO PERFORM THE WORK  
24 DESCRIBED IN THE IFB**

25 24. The Contractors License Board (the "CLB") issued a letter titled "Findings &  
26 Decisions" on November 1, 2021. *See CLB Findings & Decisions (November 1, 2021).*

27 25. In the letter, the CLB made three statements under a subheading titled "Decision".  
28 The first statement essentially quoted the language of 21 G.C.A. § 70108(a), which provides that  
no person within the purview of the chapter shall act, assume to act, or advertise as a contractor  
without a license obtained from the CLB. The second statement provided that the CLB would find  
TFT in violation of 21 G.C.A. § 70108(a). The letter did not explain how or why the CLB decided  
that TFT was in violation of 21 G.C.A. § 70108(a). The third statement explained that the  
complaint was open. *See CLB Findings & Decisions (November 1, 2021).*

1           26.     At no point in the “Findings & Decision” does the CLB issue an opinion or  
2 decision that any type of CLB license is required to perform the work described in the IFB.

3           27.     Nida Bailey, Investigation Supervisor for the Guam Contractors License Board  
4 testified at the hearing. During her direct examination, she provided her opinion that as to whether  
5 a CLB license would be required to perform the work described in the IFB. However, on cross  
6 examination, she admitted that it is the CLB who makes those decision, not her:  
7

8           Johnson:     And you said during your direct examination that the board decides  
                                  the cases right?

9           Bailey:        Yes.

10          Johnson:     You don't decide the cases do you?

11          Bailey:        I don't decide them.

12           *See* Audio of Formal Hearing - December 20, 2021, Testimony of Nida Bailey (2:53:09 to  
13 2:53:29).

14           28.     Thus, the CLB has never issued a decision as to whether a CLB license is required  
15 to perform the work described in the IFB.

16 **D.     THE CONTRACTORS LICENSE BOARD HAS NEVER HELD A HEARING OR ISSUED A FINAL**  
17 **DECISION ON THE QUESTION OF WHETHER TFT MUST HAVE A CONTRACTOR'S**  
18 **LICENSE**

19           29.     The November 1, 2021 “Findings & Decisions” issued by the CLB states, under  
20 the subheading “Decisions”, that “[y]our Complaint is open.” *See* CLB Findings &  
21 Decisions (November 1, 2021). During her testimony, Ms. Bailey explained that this means that  
22 the “Findings & Decisions” was not a final decision:

23           Bailey:        I believe on the decision that was signed by the director. We did not  
24 close the case, because according to Mr. Mesa, the project is not  
25 awarded yet.

26           Johnson:     So it's not a final decision?

27           Bailey:        The final decision would be probably when the project will be  
28 awarded.

*See* Audio of Formal Hearing - December 20, 2021, Testimony of Nida Bailey (2:33:31 to  
2:33:58).

1 **E. WHETHER TFT HAS A BUSINESS LICENSE ISSUED BY THE GUAM DEPARTMENT OF**  
2 **REVENUE AND TAXATION IS NOT PROPERLY BEFORE THE PUBLIC AUDITOR**

3 30. On August 10, 2021, G4S protested GDOE's intent to award the IFB to TFT.  
4 GDOE's protest was made on the basis that TFT "does not possess a Guam Contractor's License  
5 and has not submitted evidence of a valid **Guam Contractor's License** to perform work dictated  
6 by GDOE IFB 026-2021." *See* G4S Procurement Protest Letter (August 10, 2021) (emphasis  
7 added).

8 31. G4S's August 10, 2021 procurement protest did not address the topic of business  
9 licenses issued by the Guam Department of Revenue and Taxation. *See* G4S Procurement Protest  
10 Letter (August 10, 2021).

11 32. Guam's procurement law provides that a "protest shall be submitted in writing  
12 within fourteen (14) days after such aggrieved person knows or should know of the facts giving  
13 rise thereto." 5 G.C.A. § 5425(a).

14 33. To date, G4S has never filed a procurement protest setting forth TFT's alleged lack  
15 of a business license issued by the Guam Department of Revenue and Taxation as a basis for the  
16 protest.

17 34. To date, GDOE has never issued a decision on a procurement protest filed by G4S  
18 setting forth TFT's alleged lack of a business license issued by the Guam Department of Revenue  
19 and Taxation as a basis for the protest.

20 35. Jurisdiction of the Public Auditor with respect to procurement appeals is limited by  
21 5 G.C.A. § 5425(e). That authority is limited to appeals from decisions issued pursuant to 5 G.C.A.  
22 § 5425(e) by the Chief Procurement Officer, the Director of Public Works, the head of a procuring  
23 agency, or a designee of one of those officers.

24 36. Because G4S has never filed a procurement protest setting forth TFT's alleged lack  
25 of a business license issued by the Guam Department of Revenue and Taxation as a basis for the  
26  
27  
28

1 protest and because no decision has been issued in writing by GDOE on such a protest, the issue  
2 is not properly before the Office of Public Accountability.

3 37. Even if the question were properly before the Public Auditor, G4S never submitted  
4 any evidence to show that TFT does not have a business license.

5 38. G4S's Exhibit 10, a copy of a Guam Department of Revenue Master Record print-  
6 out for TFT, shows that TFT was originally issued a business license on April 11, 2012 and that  
7 its current license is set to expire on April 30, 2022. Therefore, TFT currently holds a valid  
8 business license, issued by the Guam Department of Revenue and Taxation.  
9

10 39. Further, Daniel Coco of TFT testified that TFT applied for its most recently renewal  
11 on time, but that it received its license from the Guam Department of Revenue and Taxation later  
12 than usual. *See* Audio of Formal Hearing - December 21, 2021, Testimony of Daniel Coco (49:31  
13 to 51:00).  
14

#### 15 CONCLUSIONS OF LAW

16 1. G4S's protest was untimely. Guam procurement law allows an aggrieved party to  
17 file a protest, but requires that the "protest shall be submitted in writing within fourteen (14) days  
18 after such aggrieved person knows or should know of the facts giving rise thereto." 5 G.C.A. §  
19 5425(a). On May 18, 2022, the bidders were all made aware that GDOE would not require proof  
20 that a bidder held a C-68 Specialty Contractor's License with its bid submission. G4S did not file  
21 its protest within fourteen (14) days of May 18, 2022. Instead, G4S filed its protest on August 10,  
22 2021. Therefore, pursuant to 5 G.C.A. § 5425(a), G4S's procurement protest was untimely.  
23

24 2. Pursuant to 21 G.C.A. § 70101(c), the Guam contractors law shall not apply to:

25 (c) A person who sells *or* installs any finished products, materials *or* articles *or*  
26 merchandise which are *not* actually fabricated into and *do not* become a permanent  
27 fixed part of the structure, *or* to the construction, alteration, improvement *or* repair  
28 of personal property;

1 21 G.C.A. § 70101(c) (emphasis in original). Several witnesses, including witnesses for G4S (the  
2 appellant), GDOE (the procuring agency), and TFT (an interested party and intended awardee)  
3 testified that the IFB required the winning bidder to install finished products and materials which  
4 would not become a permanent part of a structure. They further testified that removal of said  
5 products and materials would not render the school structures unusable or cause substantial  
6 damage to the structures. Because the IFB required the winning bidder to install finished products  
7 and materials which would not become a permanent part of a structure and because the removal of  
8 those finished products and materials would not render the school structures unusable or cause  
9 substantial damage to the structures, the exemption in 21 G.C.A. § 70101(c) applies and none of  
10 the provisions of the Guam contractors law apply to work performed under the IFB.  
11

12 3. Jurisdiction of the Public Auditor with respect to procurement appeals is limited by  
13 5 G.C.A. § 5425(e). That authority is limited to appeals from decisions issued pursuant to 5 G.C.A.  
14 § 5425(e) by the Chief Procurement Officer, the Director of Public Works, the head of a purchasing  
15 agency, or a designee of one of those officers. G4S has never filed a procurement protest setting  
16 forth TFT's alleged lack of a business license issued by the Guam Department of Revenue and  
17 Taxation as a basis for the protest. In addition, no decision has been issued in writing by GDOE  
18 on such a protest. Therefore, G4S's argument that TFT is not a responsible bidder due to a lack  
19 of a business license issued by the Guam Department of Revenue and Taxation is not properly  
20 before the Public Auditor. In any event, TFT has a current, valid business license set to expire on  
21 April 30, 2022.  
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24 4. TFT's bid met the requirements and criteria set forth in the IFB and was the lowest  
25 bid. Therefore, the contract must be awarded to TFT because TFT was the lowest responsible  
26 bidder whose bid met the requirements and criteria set forth in the IFB. 5 G.C.A. § 5211(g).

27 5. G4S's appeal is hereby DENIED in its entirety.  
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This is a Final Administrative Decision. The Parties are hereby informed of their right to appeal from a Decision by the OPA to the Superior Court of Guam, in accordance with Part D of Article 9, of 5 G.C.A. § 5702, and shall be made available for review on the OPA Website www.opaguam.org.

**SO ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Benjamin J.F. Cruz**  
**Public Auditor of Guam**

SUBMITTED BY:

**BLAIR STERLING JOHNSON & MARTINEZ**  
A PROFESSIONAL CORPORATION

BY:   
\_\_\_\_\_  
**R. MARSIL JOHNSON**  
*Attorneys for Party in Interest*  
*Technologies for Tomorrow, Inc.*

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RE TFT APPEAL OF G4S OPA-PA-21-007.DOCX