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 PROCUREMENT APPEALS  
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Attorneys for Appellant  
 G4S Secure Solutions (Guam) Inc.

**BEFORE THE PUBLIC AUDITOR  
 PROCUREMENT APPEALS  
 TERRITORY OF GUAM**

In the Matter of	)	<b>Docket No. OPA-PA-15-004</b>
	)	
G4S Secure Solutions (Guam) Inc.,	)	<b>APPELLANT'S COMMENTS</b>
	)	<b>IN RESPONSE TO</b>
Appellant.	)	<b>SUPPLEMENTAL AGENCY</b>
	)	<b>REPORT</b>
and	)	
	)	
General Services Agency,	)	
	)	
Purchasing Agency.	)	
_____	)	

**I. INTRODUCTION**

Pursuant to the Stipulation and Order approved on May 1, 2015, appellant G4S Secure Solutions (Guam) Inc. ("G4S") responds to GSA's Supplemental Agency Report filed on May 8, 2015 as follows.

**II. BACKGROUND**

To summarize G4S's position from prior submissions, G4S submitted a bid for security guard services for three locations. The bid form asked for a "unit price" and an "extended amount". G4S interpreted "unit price" as the price for one location for one month, and entered the figure of

*In the Matter of G4S and GSA*  
OPA-PA-15-004  
Appellant's Comments on Supplemental Agency Report

\$8,165.99. G4S interpreted "extended amount" as the price per location for a full year, and entered the amount of \$97,991.90. After the bid opening, G4S realized that the purchasing agency, General Services Agency ("GSA") might be interpreting "extended price" as the combined price for all three locations for an entire year. G4S promptly notified GSA that its bid was for "\$8,165.99 x 3 locations x 12 months = \$293,975.64".

GSA 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.

It was impossible for G4S to provide the services at all three locations for a year for that amount because, as both parties acknowledge, the amount is insufficient for G4S to even pay the minimum required wage for this procurement. G4S protested GSA's position, as set forth in the "Revised" Notice, that G4S was required to provide the services for \$97,991.90. GSA denied the protest, and G4S appealed.

G4S pleaded in the alternative in its appeal. G4S contends that either (a) its interpretation of the term "unit price" was correct, but the term was misinterpreted and misapplied by GSA; or (b) G4S's interpretation of term was mistaken, in which case a correction should be permitted; or (c)

G4S made an error in extending the unit price which can be corrected. A party may plead claims in the alternative. See Donovan v. Royal Logging Co., 645 F.2d 822, 828-29 (9<sup>th</sup> Cir. 1981) (pleading in the alternative did not render administrative complaint insufficiently particular); Quichocho v. Macy's Department Stores, Inc., 2008 Guam 9, ¶155 (pleading in the alternative allowed under Guam R. Civ. Pro.). Without repeating arguments already made in its appeal and its comments on the original Agency Report, G4S notes again that each alternative leads to the same result, G4S being awarded the procurement at the correct price of \$293,975.64.

### **III. SUPPLEMENTAL AGENCY REPORT AND G4S'S RESPONSE**

GSA makes one new, or at least one more explicitly stated, argument in its Supplemental Agency Report. GSA contends that if G4S's bid is treated as a bid to provide a full year of security guard services at all three locations for the amount of \$97,991.90, it is not possible for G4S to pay the required wages at that amount. G4S agrees. GSA also now contends that G4S should not be awarded the contract at the \$97,991.90 figure. Again, G4S agrees. This is just a variation of one item of relief that G4S sought, i.e., a determination that it was not required to provide the services at the low amount in the "Revised" Notice. G4S and GSA disagree as to the remaining issue.

G4S contends that it should be awarded the contract at the correct amount set forth in the March 3, 2015 Notice of Intent to Award. GSA now contends that G4S's bid should be rejected outright as unresponsive because the \$97,991.90 figure is insufficient for compliance with the applicable United States Department of Labor Wage Determination. G4S would reiterate that this

*In the Matter of G4S and GSA*  
OPA-PA-15-004  
Appellant's Comments on Supplemental Agency Report

discrepancy does not mean that G4S intentionally submitted a bid based on payment of 1/3 of the required wage. Rather, it merely proves that the \$97,991.90 figure could not have been meant for all three locations but was for only one location, and thus GSA's actual bid price for all three locations for a full year is \$293,975.64. As GSA concedes, this is still the lowest bid and will save the government a few thousand dollars.

**IV. CONCLUSION**

GSA's Supplemental Agency Report does not refute G4S's position. The Supplemental Agency Report actually concedes one item of relief that G4S seeks on this appeal, that being G4S's request for a ruling that it 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. With respect to the remaining issues, G4S again respectfully requests that the Office of Public Accountability overrule GSA's denial of G4S's protest, and rule that G4S should 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.

Respectfully submitted,

DOOLEY ROBERTS & FOWLER LLP

Date: May 12, 2015

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