



September 26, 2012

HAND DELIVERY

Mrs. Doris Flores Brooks  
Public Auditor  
Office of Public Accountability  
Government of Guam  
4<sup>th</sup> Floor DNA Building  
Hagatna, GU 96915

**Re: Protest of ARRA Funded Procurement – GDOE IFB No. 14-2012**

Dear Mrs. Flores Brooks:

This is a protest by Pacific Data Systems (“PDS”) regarding the procurement actions described by Guam Department of Education (GDOE) in its Notice of Bid Status and Intent to Award dated September 20, 2012, and received by PDS on September 21, 2012. A copy of the GDOE Notice of Bid Status and Intent to Award is attached hereto as Exhibit 1. Because the source of the funding for this procurement is from the American Recovery Reinvestment Act (ARRA), this protest is being made directly to the Office of Public Accountability in accordance with 5 G.C.A. §5425.1.

**Background:**

Invitation For Bid (IFB) No. 014-2012 was published by GDOE on June 29, 2012. A copy of IFB No. 14-2012 is attached hereto as Exhibit 2. The purpose of this IFB is to use ARRA funds to procure notebook/laptop/desktop computers for Students, Teachers, and other users at GDOE with these systems to be installed through-out GDOE schools and offices. Approximately 3,127 computers are involved in the procurement including various other equipment including monitors, backup power systems, computer carts, and professional services. The procurement involves the acquisition, configuration, delivery, and continuing service through a 3-year warranty program and non-warranty service plan for all items in the bid. A total of 9 bid items are to be procured on an “all or none basis”. No pre-bid meeting was held by GDOE to review the IFB specifications with bidders prior to bid turn-in. GDOE responded to bidders questions via Amendment #1 on 07/26/2012 and two other amendments were issued delaying the turn-in date of the bid and clarifying Energy Star requirements for bid item #8 Backup Battery System (Amendment #2 and #3 respectively). Copies of all amendments are included in the attached Exhibit 2.

On August 15, 2012, GDOE publicly opened bid submissions from three bidders; Pacific Data Systems, Softchoice, and Compacific. A complete copy of the PDS bid is attached hereto as Exhibit 3. A copy of the bid abstract that was provided to the Bidders by GDOE at the bid opening is attached hereto as Exhibit 4. The results of the total bid amounts for each bidder are summarized below:

| Bidders               | Amount of Bids (total of all 9 items on the Bid Form) |
|-----------------------|---|
| Pacific Data Systems: | \$2,487,000   |
| Softchoice:           | \$2,538,000   |
| Compacific:           | \$2,799,000   |

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On September 20, 2012, GDOE issued a Notice of Bid Status and Intent to Award that disqualified the PDS bid submission as non-responsive due to alternations that PDS made to the bid form for Item #4 Non Warranty Service (see Exhibit 5 for a copy of the PDS bid form). The Notice of Bid Status and Intent to Award also explained how GDOE “corrected” mistakes made by the other two bidders and referenced 2 GAR Div 4 §3109(m)(4)(C) as providing the authority for GDOE to correct the mistakes on these bidders submissions. The GDOE “corrections” dealt with the quantity for Bid Form Item #4 – Non Warranty Service; the original bid form had no value in the quantity area of the form for this item nor was there any reference to any quantity requirement for this item included anyway in the IFB. The GDOE “correction” assigned a value of 2,988 as the quantity for this line item and then extended the unit prices bid by the new quantity supplied by GDOE. The extended total was then added by GDOE to the Total amount of the Bidders offer. The result of the “corrections” made by GDOE was to significantly alter the amount of the Softchoice and Compacific bids by over \$200,000. The public bid opening amounts and GDOE “corrected” bid amounts are compared below:

| <u>Bidders</u>        | <u>Original Bid Amount</u> | <u>After GDOE “Corrections”</u> |
|-----------------------|----------------------------|---------------------------------|
| Pacific Data Systems: | \$2,487,000                | <b>disqualified</b>             |
| Softchoice:           | \$2,538,737                | <b>\$2,771,801</b>              |
| Compacific:           | \$2,799,361                | <b>\$3,050,353</b>              |

The GDOE Notice of Bid Status and Intent to Award states that the above “corrected” amounts were used by GDOE in its evaluation to determine the lowest responsive and responsible bidder for award. The GDOE evaluation, done on the “corrected” bid results shown above, concluded that the award of the bid should be made to Softchoice.

As of this date, PDS does not believe that a formal award has been made and is unaware if purchase order has been issued in this procurement. PDS has made a Freedom of Information Act request for various bid documents related to this procurement and reserves its rights to file any other procurement actions as may be available to PDS under law or regulation.

**PDS Protest:**

This timely protest is now made by PDS for the following reasons:

**1. The PDS bid submission conforms in all material respects to the Invitation for Bids and should not have been disqualified by GDOE.**

As the attached Exhibit 3 shows, the PDS bid submission is a fully responsive submission that conforms in all material aspects to the requirements of the GDOE IFB (5 GCA §5201). All issues in this protest revolve around bid item #4 Non Warranty Service. The GDOE IFB required that the bidder provide a service program to provide non warranty repairs for laptop equipment being procured. This requirement was to meet the need for any repairs or servicing that may be required outside of the extended three (3) year service warranty that is included with each of the laptop systems.

As a service organization with over 40 years of experience fixing computers and other electronic equipment, PDS is well qualified to provide these technical services to GDOE. PDS designed a fully compliant Non Warranty service program for IFB No. 014-2012 and

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provided the program details in the Technical Response of the PDS submission (see Exhibit 6 for an extract of the applicable parts of the PDS response related to this Non Warranty service requirement and the PDS service plan).

As a review of the PDS non warranty service program details will show, Non Warranty service can cover a broad range of repair and service situations. Some repairs can be very simple (even free); some are more complicated and time consuming involving expensive parts, etc. Depending on the service situation, GDOE may have elected for the service to be done at the schools or the PDS service location. GDOE's requirements called for a Non Warranty service program that met its IFB minimum requirements but was not limited to just these minimum requirements. The objective of the PDS Non Warranty service program is to meet GDOE's minimum requirements and to also provide GDOE with a plan that could fit all situations for this type of service and to insure that the significant investment being made in the laptop systems can be maintained for many years to come.

PDS attempted to clarify the Non Warranty service requirements by including this as one of our questions submitted to GDOE on July 16, 2012 (see Exhibit 7, question #13 on the second page). The GDOE response to the PDS question contained in Amendment #1 issued on July 26, 2012, provided PDS with additional clarification indicating that GDOE wanted a Non Warranty service program that was flexible and would cover almost all Non Warranty service contingencies. Based on this feedback and PDS experience providing maintenance for these types of systems, PDS developed a program that was composed of 8 service elements and including required reporting obligations. PDS also noted that GDOE did not include any quantity on the bid form for this item and as such PDS reasonably understood this to mean that GDOE was seeking a list of prices for various services that would be provided to GDOE on an "as needed basis" over the term of the contract.

All of the PDS Non Warranty service elements were priced differently; some PDS service would be provided on a no charge basis, while others services are provided at a fixed repair rate including parts and labor, others dealt separately with parts and labor. In addition, PDS included an annual training program to train GDOE staff to perform their own laptop repairs in-house offering a way for GDOE to significantly reduce and control these costs in the future. Since GDOE had not defined any quantity for Bid Form Item #4 Non Warranty service, PDS understood that providing multiple services under this item would have no effect on the GDOE bid evaluation and initial purchase/award; but would provide GDOE with prices for Non Warranty service that would be purchased in the future as the need arose for these services.

Contrary to statements made by GDOE in its Notice of Bid Status and Intent to Award, the GDOE IFB instructions required PDS to provide itemized price information for its Non Warranty service program and the only way for PDS to provide this pricing information was to make alterations to the IFB Bid Form. In two sections of the IFB General Information and General Instructions, GDOE instructed bidders to provide itemized pricing and to do so on the Bid Submission Form provided by GDOE.

Under Section 2 – General Information, General Instructions & Project Scope – 2.1.3.N Cost Breakdown the IFB states as follows:

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**N. Cost Breakdown**

*The proposal should clearly identify an overall cost for the entire project and the breakdown of items to include the hardware costs (hardware costs should indicate the type of equipment to be purchased, the number of each type of equipment to be purchased, the unit cost of each piece of equipment, and the total cost for the type of equipment), deployment costs. All BID forms are required to be completed and signed upon submission. (emphasis added)*

And again under Section 2 – General Information, General Instructions & Project Scope – 2.2 General Instructions – 2.2.5 Bid Submission Form the IFB states as follows:

**2.2.5 Bid Submission Form**

**Cost Submission.** *Bids should include itemized pricing for all products and services being proposed in response to this IFB. At a minimum, the Cost Submittal should contain line item cost for each product proposed in response to this IFB, line item costs for each component part (if the cost of the component part is offered as a separate cost from the core item), and the cost for installation of all relevant and required equipment. Bids should be submitted in accordance with the attached Bid Form. (emphasis added)*

Based on the above referenced IFB instructions, GDOE feedback in Amendment #1, and the fact that GDOE has not specified any quantity for Item #4 Non Warranty Service, PDS was justified to make the Bid Form changes in order to fully itemize the costs of the PDS Non Warranty Service as required by the IFB. Since the Bid Form Item #4 had no quantity specified, the changes that were made by PDS did not impact the total amount of the PDS bid and were not prejudicial to any other bidder or the procurement process. For these reasons, GDOE should rescind any findings of non-responsiveness in the PDS bid and reevaluate its award decision based on this finding.

- 2. Even if it is determined that the PDS Bid Form modifications were not proper, these changes were minor informalities and should have been waived by GDOE in order to serve the best interests of the Government of Guam.**

As the attached Exhibit 5 shows, the alterations made by PDS to the Bid Form were only to itemize the pricing details of the Item #4 Non Warranty Service being provided by PDS. As noted above, this detail was required by the GDOE IFB General Information and Instructions. Though PDS believes that these alterations were required by the IFB and necessary for PDS to comply with the GDOE bid, if the OPA should find otherwise, then PDS believes these alternations represent issues of minor informalities that can be waived by an appropriate procurement finding under 2 GAR §3109(m)(4)(B).

Clearly the PDS bid submission represents a bid which conforms in all material respects to the Invitation for Bids (reference 5 GCA §5201) and, based on the results of the public bid opening, represents the lowest bid of the three bids received. The OPA has ruled in a previous Appeal (OPA-PA-08-004) that agencies should do further analysis of potential cost savings and benefits to the Government and taxpayers before rejecting a bid as non-responsive. Specifically the OPA found the following:

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*Our review of the Procurement Record indicates that relatively little analysis was done by GPA before deciding to award the contract to TEMES. Had more substantial analysis been done, it might have shown that the savings to GPA and thus the taxpayers and clients, would have been enough to overcome the lack of responsiveness label given to the response of O&M in its bid. An agency can sometimes waive deficiencies if the omission or irregularity is not significant. MCM Construction, Inc. v. City and County of San Francisco (1998) 65 Cal. App. 4<sup>th</sup> 359<sup>1</sup>*

If the PDS Bid Form alterations are considered to be improper, then the OPA should make an appropriate finding that in the best interests of the Government, these alternations will be treated as minor informalities and allowed since the alterations do not prejudice other bidders (due to the null/zero quantity specified by GDOE for this bid item), and that selection of the PDS bid will allow the Government to realize significant cost savings.

**3. Bidders did not make any “mistakes” on their Bid Form submissions and no correction of Bid submissions can be justified by GDOE.**

Bidders were not required and are not allowed to guess at how to calculate the quantity of the items being bid on. The IFB contained no instructions or requirements detailing how the Bidders were to do this for bid Item #4 Non Warranty Service. 2 GAR §3109(c)(1) states that the bidder shall only provide a bid price on the Bid form for the items being bid; there is no mention of the Bidders calculating or determining the quantities to be bid. To require the bidders to calculate or guess at the quantities to be bid for any bid line item without providing specific instructions on how this should be done would be highly prejudicial and a threat to the integrity of the procurement process.

Contrary to logic and procurement regulation, GDOE makes the following assertion in its Notice of Bid Status and Intent to Award issued on September 20, 2012 (copy attached as Exhibit 1):

*“The IFB Bid Form requires both an individual unit and lump sum price for Non Warranty services for laptops (see Item 4 on the Bid Form). Both Compacific and Softchoice failed to extend the unit price to the number of units to produce the lumps sum price for this category. Pursuant to 2 GAR Div 4 §3109(m)(4)(C), GDOE has construed this failure as a mistake where the intended correct bid is evident and has corrected the lump sum price for each bid by taking the total number of laptops (the sum of the quantities for Item 1 – Teacher Laptops and Item 2 – Student Laptops) and multiplying that number by the unit price for Non Warranty service.”*

The above explanation by GDOE is the only instruction ever provided by GDOE for how the quantity and bid total for Item #4 Non Warranty Service was to be calculated. There is no information provided in the IFB that would support GDOE’s assertion that the “intended correct bid is evident”. Quite to the contrary, the evidence supports exactly the opposite conclusion, no quantity is defined and no instructions are provided to determine a valid

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<sup>1</sup> In the Appeal of O&M Energy, S.A., Appellant, OPA Appeal No: OPA-PA-08-004 at page 3

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quantity within the IFB. Only now, post bid submission and opening, does GDOE seek to add instructions relative to the quantity for Item #4 of the Bid Form.

In the GDOE Notice of Bid Status and Intent to Award, GDOE has declared the bidders made a “mistake” which GDOE has now corrected in order to reform the bidders’ offers to the new way GDOE would like to evaluate bid Item #4. It is clear that what GDOE mischaracterizes as a “mistake” is nothing more than a fabrication on GDOE’s part in an effort to concoct a way to change the bids for Item #4 Non Warranty Service and through this change to influence the total amount of the bid offered for each bidder.

The facts are that GDOE provided no explanation of how the quantity for Bid Form Item #4 Non Warranty Service was to be determined by the bidders in the IFB. Furthermore, GDOE did not provide a quantity for Item #4 as part as the bid form as it did for other items on the bid form. Therefore, all bidders correctly treated the blank quantity on the GDOE IFB Bid form as exactly what it was, a null value that could not be extended to create a total for this bid item number. Thus, no total amount for Item #4 Non Warranty service could be calculated and added to the Total Bid Price by any of the bidders. And since this bid item had no effect on the Total Bid Price of the bidder’s offer it should not be treated by GDOE with any weight in the evaluation process of the bid.

Does the issue of no quantity being specified for Item #4 Non Warranty Service create a serious defect in this IFB and render the procurement terminally flawed? PDS does not think so since these non-warranty repair prices are for contingency services that would only be used in situations where the laptops experience failures that were not covered by the 3-year extended warranty included with the laptops. Non warranty failures would typically be caused by drops, spills, misuse, water damage, fire, etc. As a maintenance organization with over 40 years of experience repairing computers and with almost 10 years of experience providing maintenance service to GDOE, PDS can say with great confidence that with proper care and supervision, the need for non warranty services would only be a fraction of the quantity (2,988) that GDOE has tried to have retroactively and improperly included in this bid. PDS estimates that about 150 of the laptops over the term of the agreement will likely need some type of non-warranty repair services.

In addition, IFB Section 2 – General Information, General Instructions & Project Scope 2.4 Award, 2.4.2 Method of Award, states that quantities included in the IFB are “estimates only” and that actual quantities will change over the term of the contract. Hence, it is clear that although GDOE may not have specified any quantity for Item #4, this IFB language means that GDOE can use the unit bid prices provided by the Bidders in Item #4 Non Warranty Service to order the quantity of actual services required by GDOE over the term of the contract. This approach is in close keeping with GDOE’s original nomination of this IFB 014-2012 as an “Indefinite Quantity” Bid and which is clearly in the best interests of the Government and is a far more practical and economical way of ordering these services required in Item #4 Non Warranty Service than that proposed by the GDOE “corrections” made in the Notice of Bid Status and Intent to Award.

The modifications and corrections made by GDOE must be vacated and the bids reevaluated based on the requirements and criteria included in the IFB.

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**4. GDOE Award Evaluation defined in GDOE Notice of Bid Status and Intent to Award is in violation of Guam Procurement Regulations.**

IFB Section 2 – General Information, General Instructions & Project Scope 2.4 Award, 2.4.2 Method of Award, states the following:

*“The initial order requirements will be based on the minimum quantity.”*

As noted previously, the minimum quantity specified by GDOE for IFB Bid Form Item #4 Non Warranty Service was defined as “blank” or no value for the quantity part of the bid form. Others items of the bid had minimum quantities clearly defined. No instructions were provided with the IFB that provided directions to the Bidders on how to calculate the quantity for this bid form item and thus the logical conclusion that was drawn by all bidders was that there would be no minimum quantity for Bid Form Item #4.

2 GAR §3109(n)(1) Bid Evaluation and Award states the following:

*(1) General. The contract to be awarded “to the lowest responsible and responsive bidder” whose bid meets the requirements and criteria set forth in the Invitation for Bids. See 5 GCA §5211(g) (Competitive Sealed Bidding, Award) of the Guam Procurement Act. The Invitation for Bids shall set forth the requirements and criteria which will be used to determine the lowest responsive bidder. **No bid shall be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bids. (emphasis added)***

In the GDOE Notice of Bid Status and Intent to Award issued on September 20, 2012 (copy attached as Exhibit 1), GDOE made modifications to Bid Form submissions and bid amounts that had been submitted by bidders. In so doing, GDOE used new requirements and criteria that were not part of the original IFB, these changes are in direct contradiction to 2 GAR §3109(n)(1) as quoted above. Specifically, GDOE inserted a quantity of 2,988 for Bid Form Item #4 Non Warranty Service and then multiplied this quantity times the unit price offered by the Bidder. The new extended total for Bid Form Item #4 Non Warranty Service was then added to the Total Bid Price for the Bidder. After making these invalid modifications to the Bidders submissions using new requirements and criteria, GDOE then performed an evaluation of the modified submissions and made a determination that the bid should be awarded to Softchoice (after GDOE disqualified the low bid by PDS).

The award evaluation process used by GDOE to make an award to the Softchoice bid is in violation of the referenced procurement regulations and must be vacated in order to preserve the integrity of the procurement process.

**5. GDOE’s lacks the procurement authority to perform the type of “corrections” defined in the GDOE Notice of Bid Status and Intent to Award.**

As noted in the previous protest point, the GDOE Notice of Bid Status and Intent to Award issued on September 20, 2012 (copy attached as Exhibit 1), showed modifications made by GDOE to Bid Form submissions and bid amounts that had been submitted by bidders using new requirements and criteria that were not part of the original IFB issued by GDOE. GDOE

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cited 2 GAR Div 4 §3109(m)(4)(C) as the procurement regulation that provided GDOE with the authority to make the bid modifications described above; which GDOE referred to as “corrections”. A clear reading of this section of the regulations will show that this regulation must be carefully applied and may only be applied to “mistakes where the intended correct bid is evident”. One of the examples given in the regulation is to correct errors such as “errors in extending unit prices”.

PDS believes that there have been no such mistakes in the submission for this Bid and that the aforementioned “corrections” made by GDOE are invalid and an attempt by GDOE to improperly interpret the procurement regulations to provide a justification for the manipulation of bidder submissions. Not only are the actions taken by GDOE a serious threat to the integrity of the procurement process and not in the best interests of the Government, but these actions create serious questions regarding GDOE’s understanding of and adherence to Guam Procurement laws and regulations. GDOE’s corrections should be forbidden and the bids reevaluated based on the requirements and criteria included in the IFB according to applicable Guam Procurement laws and regulations.

**6. Item No. 4 on the Bid Form may not be Considered in Making the Bid Award.**

It is conspicuous that only Item #4 on the bid form did not provide for a quantity, given that the other line items on the bid form did provide for a quantity. There is good reason for this, since there is no way to know how many of the laptop computers will actually require non warranty service over the three years of the contract. As discussed above, PDS estimates that the number of non-warranty repairs will be around 150, but the point is that the exact figure cannot be known in advance, and thus cannot be a basis for the award.

As discussed above, it was a violation of the procurement law for GDOE to unilaterally and without warning insert the quantity of 2,988 for Bid Form Item #4. GDOE’s action is also absurd, since there is no way that all of the laptop computers will require non warranty repairs. It is also unclear what GDOE intends by its modification of the bid form. For example, on the Softchoice bid, GDOE makes it appear that Softchoice will actually be awarded an additional \$233,064. This is not only absurd, but a gross waste of ARRA funds. If, for example, 150 laptops require non-warranty repairs over the three year contract, this means that Softchoice would receive \$1,553.76 per repair (almost 3x times the amount of a brand new laptop!).

PDS will not assume that GDOE intended such an extravagant waste of ARRA funding. It is far more reasonable to assume that if award is made to Softchoice, the award will be what Softchoice bid, namely \$2,538,737. Thereafter, Softchoice would be required to perform non warranty service at \$78.00 per laptop service. This construction is reasonable since it does obligate the bidders to commit to specific non warranty service charges, and GDOE can hold the entity receiving the award to that charge in the event the need arises.

It is also apparent that neither Softchoice nor Compacific intended that the amounts stated by them for non warranty repairs (\$78 and \$84, respectively) would increase the amount of the award. Their understanding was the same as PDS. However, if Softchoice is granted the award as GDOE proposes, and the \$233,064 is considered by GDOE to increase the amount of the award, this will not only be a gross waste of money, but will also be an unexpected and inappropriate windfall to Softchoice. This must not be allowed to happen.

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The non warranty repair charges stated by the three bidders for Bid Form Item #4 may not be included in the calculation of the low bid. This means that PDS was the low bidder as demonstrated above, and must be granted the award.

### **Summary:**

This protest boils down to how GDOE has evaluated Bid Form Item #4 Non Warranty Service. Though the GDOE IFB includes only a small reference to this requirement (in comparison to the other 8 bid items), and GDOE defined no quantity for this item on the bid form, and the need for these services will likely be very small over the contract term, GDOE has still made this bid item the focus of its award evaluation. PDS feels that this emphasis is misplaced and ignores the realities of the bid and the importance of the other bid items. It is difficult for PDS to reconcile the importance of this bid item post bid opening with the complete lack of detail and attention given to this item in the development of the IFB and request for clarifications made by PDS in its bid questions.

PDS believes a fresh look at this procurement and the decisions made by GDOE by the OPA will determine that, though the Non Warranty Service is an item of the procurement, the failure by GDOE to specify quantities for this bid item significantly reduces the importance of this item in the evaluation of the bid and the part that this item plays in the determination of the lowest responsive and responsible bidder to which the bid should be awarded. There is no doubt that each bidder must provide a non-warranty service plan with its bid along with the costs of this plan, however since no quantities were specified by GDOE for these services, meeting these basic requirements (a service plan with prices) should have been the only evaluation factors for this part of the IFB. In consideration of this, the PDS bid submission should be determined to be fully compliant and the lowest responsive and responsible bidder.

If the OPA determines that the Non Warranty services should be heavily weighted in the bid evaluation, as done by GDOE, then the OPA must also find that GDOE has not provided sufficient documentation in the GDOE IFB to enable the bidders to craft a fully responsive bid due the ambiguities of the GDOE IFB Bid Form and documentation. The OPA must also find that GDOE corrections are invalid and cannot be used by GDOE in a failed attempt to fix its own errors. Thus, no valid award can be made and the bid would have to be cancelled and rebid in order for GDOE to resolve the ambiguities in the Non Warranty service requirements of the bid.

Given the presentation of the facts contained in this protest, PDS does not feel it is possible for the OPA to affirm the actions or award that GDOE has made in this procurement. To do so would ratify GDOE's gross abuses of the Guam's procurement law and regulations while setting a dangerous precedent for future procurements and threaten the integrity of the procurement process.

### **Actions desired from OPA:**

PDS seeks the following actions from the OPA through its adjudication of this protest:

1. That an immediate stay of any further actions in the procurement be issued by the OPA to GDOE in order to prevent GDOE from finalizing any award in this procurement and, if an award has been made, to prevent any further action by the bidder in fulfillment of the award.

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This stay will allow time for the OPA to undertake a “*de novo*” review of the GDOE procurement, decisions made by GDOE, and the protest issues that PDS has identified herein.

2. A hearing before the OPA at which PDS would have the opportunity to present evidence and call witnesses.
3. A decision from the OPA that does the following:
  - a. Vacates the GDOE disqualification of the PDS bid.
  - b. Vacates the GDOE award of the bid to Softchoice.
  - c. A finding that the PDS bid be determined to be the lowest responsive and responsible bid for this procurement and award to PDS of this procurement is in the best interest of the Government of Guam.
  - d. Orders GDOE to make the bid award to PDS.
4. If the OPA determines it cannot award this bid to PDS for any reason, then PDS requests that the OPA order GDOE to compensate PDS for its reasonable costs involved in its preparation of the solicitation, including bid preparation costs, and costs involved in making this protest (Reference 5 GCA §5425(h)).

Sincerely,

A handwritten signature in black ink, appearing to read 'John Day', is written over a horizontal line.

John Day  
President

XC: Marcus Pido – GDOE Supply Management Administrator  
Bill Mann – Attorney for PDS

Attachments:

- Exhibit 1: GDOE Notice of Intent to Award dated September 20, 2012
- Exhibit 2: GDOE IFB No. 014-2012 dated June 29, 2012
- Exhibit 3: GDOE IFB No. 014-2012 Bid Abstract dated August 15, 2012
- Exhibit 4: PDS Bid response to GDOE IFB No. 014-2012 dated August 15, 2012
- Exhibit 5: PDS Bid Form to GDOE IFB No. 014-2012
- Exhibit 6: Extract of PDS IFB response related to Non Warranty service plan
- Exhibit 7: Copy of PDS IFB questions

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