



Jerrick Hernandez <jhernandez@guamopa.com>

In the Appeal of Johndel International, Inc. dba JMI-Edison, OPA-PA-21-010

Annette Jean C. Roberto <ajroberto@bsjmlaw.com>

Wed, Nov 24, 2021 at 4:00 PM

To: "Jerrick Hernandez (jhernandez@guamopa.com)" <jhernandez@guamopa.com>

Cc: "Joshua D. Walsh (jdwalsh@rwtguam.com)" <jdwalsh@rwtguam.com>, "Joseph Razzano (jrazzano@rwtguam.com)" <jrazzano@rwtguam.com>, "William Brennan (wbrennan@arriolafirm.com)" <wbrennan@arriolafirm.com>, "attorneys@arriolafirm.com" <attorneys@arriolafirm.com>, "R. Marsil Johnson" <rmarsjohnson@bsjmlaw.com>

Dear Mr. Hernandez:

Please see attached **Interested Party Aircraft Service International, Inc. dba Menzies Aviation's Motion for Summary Judgment** for e-filing in the above-referenced matter.

Should you have any questions or concerns, please let us know. Kindly confirm receipt via return e-mail.

Regards,

AJ Roberto

Secretary to R. Marsil Johnson, Esq.

Annette Jean ("AJ") C. Roberto

Legal Assistant



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2 attachments

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1251K

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 9 *Attorneys for Party in Interest*
 10 *Aircraft Service International, Inc.*
 11 *dba Menzies Aviation*

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

14 In the Appeal of)	Docket No. OPA-PA-21-010
)	
15 Johndel International, Inc. dba. JMI-)	INTERESTED PARTY
16 Edison,)	AIRCRAFT SERVICE
)	INTERNATIONAL, INC. DBA
)	MENZIES AVIATION'S
17 Appellant.)	MOTION FOR SUMMARY
)	JUDGMENT

18 Interested Party **AIRCRAFT SERVICE INTERNATIONAL, INC. DBA MENZIES AVIATION**
 19 (“Menzies”), hereby submits its Motion for Summary Judgment in the above-captioned Office of
 20 Public Accountability Procurement Appeal concerning Guam International Airport Authority
 21 (“GIAA”) Request for Proposals RFP No. RFP-005-FY21 (the “RFP”).

22 The bases for Menzies’ Motion for Summary Judgment are that Contractors License Board
 23 (“CLB”) Specialty Licenses are only required for entities who perform construction work; that no
 24 CLB Specialty License subclassifications apply to the operation, maintenance, troubleshooting,
 25 and repair work included in the scope of the RFP; and that, even if licenses were required, Menzies
 26 and its staff held the necessary licenses, because Menzies holds a valid Guam Business License
 27 and Menzies’ employee, Reynaldo T. Retiro, is a master electrician who holds a valid Specialty
 28 License issued by the CLB.

1 **ARGUMENT**

2 **A. CLB SPECIALTY LICENSES ARE ONLY REQUIRED FOR ENTITIES THAT PERFORM**
3 **CONSTRUCTION WORK AND RFP DOES NOT INVOLVE CONSTRUCTION WORK**

4 The Guam Contractors Law defines a “Specialty Contractor” as “a contractor whose
5 operations as such are the performance of construction work requiring special skill **and** whose
6 principal contracting business involves the use of specialized building trades or crafts.” 21 G.C.A.
7 § 70106(d) (emphasis added). This rule is a “conjunctive” rule, because the requirements for a
8 “Specialty Contractor” are joined with an “and.” This means that to be a specialty contractor, a
9 contractor must meet all qualifications defined under 21 G.C.A. § 70106(d). Thus, the company
10 or individual must have operations that are the performance of construction work requiring special
11 skill **and** its principal contracting business must involve the use of specialized building trades and
12 crafts. If one of those factors is not met, then a company or individual cannot be considered a
13 “Specialty Contractor” and thus need not have a “Specialty Contractor” license.
14

15 Menzies does not offer or perform construction work. Further, the RFP does not involve
16 construction services. It only involves the operation, maintenance, troubleshooting, and repair of
17 the baggage conveyance system. None of these activities have anything to do with construction
18 of the airport structure or of any other thing whatsoever.

19 Therefore, because Menzies does not offer or perform construction work it cannot be
20 considered a “Specialty Contractor” as the term is defined in the Guam Contractor Law.
21 Furthermore, because the RFP does not involve construction work, a “Specialty Contractor”
22 license is not required for a party that performs work under the RFP.
23

24 **B. NO SPECIALTY LICENSE SUBCLASSIFICATION EXISTS FOR BAGGAGE CONVEYANCE**
25 **SYSTEM SERVICES**

26 Even if the work done by Menzies or the work specified in each RFP qualified under the
27 definition of a “Specialty Contractor”, no specialty license subclassification exists for baggage
28 conveyance system services. The CLB Rules and Regulations contain 68 separate specialty license

1 subclassifications and 48 temporary classifications. 25 G.A.R. § 12106(a)(4) None of these
2 subclassifications or temporary classifications refer to baggage conveyance system services and
3 none of these subclassifications and temporary classifications appear to encompass an area of work
4 under which baggage conveyance system services would fall.

5 For example, the C-15 specialty license for Electronic System Contractors, if one were to
6 read the title alone, could address a baggage conveyance system, which runs on electricity:
7

8 (C-15) *Electronic System Contractor*: A specialty contractor whose contracting
9 business is the execution of contracts requiring the ability to intelligently install,
10 maintain, repair and service electronic equipment and electronic controls **for public
address, intercommunication, master antenna and music distribution systems.**
Electronic controls include those controls in conjunction with other specialty
contracting work.

11 25 G.A.R. § 12106(a)(4)(C-15) (emphasis added). However, the language emphasized above
12 makes it clear that the only systems the C-15 subclassification is meant to encompass are “public
13 address, intercommunication, master antenna and music distribution systems.” Baggage
14 conveyance system services have nothing to do with public address or music distribution.
15 Therefore, this category does not apply.
16

17 The only other subclassification that could arguably include baggage conveyance system
18 services is C-25, which addresses Institutional and Commercial Equipment Contractors:

19 (C-25) *Institutional and Commercial Equipment Contractor*: An Institutional and
20 Commercial Equipment Contractor is a specialty contractor whose contracting
21 business is the execution of contracts requiring the ability to **install** laboratory
22 equipment, food services equipment, folding and sliding partitions, stationary metal
23 partitions and such other equipment and materials as are by custom and usage
accepted in the construction industry as institutional and commercial equipment
work. Excluded is the work done by classification C-13 Electrical and C-37
Plumbing Contractors.

24 25 G.A.R. § 12106(a)(4)(C-25) (emphasis added). However, this subclassification is limited to
25 contracts to **install** institutional and commercial equipment. Therefore, even if a baggage
26 conveyance system services fall within the definition of “institutional and commercial equipment”,
27
28

1 a contractor license under this subclassification would only be required if the company or
2 individual involved is engaged in **installation** work, not operation or repair work.

3 The limitation of subclassification C-25 to installation work only is not a superficial or
4 meaningless distinction. Had the CLB intended to include operation or repair in the
5 subclassification, it could have done so as it did under other subclassifications. For example,
6 subclassification C-15, which is quoted above, includes the words “install, maintain, repair and
7 service.” 25 G.A.R. § 12106(a)(4)(C-15). Additionally, subclassification C-19 (Fire and Burglar
8 Alarm Contractor) also includes installation, maintenance, and repair work.¹

10 As a matter of statutory construction, courts are unwilling to read words into one section
11 of a statute or administrative rule, especially where other sections of the same law have included
12 such language. This principal of statutory construction is called “expressio unius est exclusio
13 alterius”, Latin for “express mention of one thing excludes all others.” *People v. Gomia*, 2017
14 Guam 13, ¶ 11 (“The legislature’s inclusion of homicide, *and only homicide*, as the type of offense
15 for which a minor under the age of sixteen may be tried in an adult criminal proceeding leads us
16 to conclude that the legislature intentionally excluded all other types of offenses.”). Courts reason
17 that it is not the role of the courts to stretch the law to fit circumstances for which the law does not
18 expressly provide. Only the legislature has the authority to change the law. *Id.* at ¶ 13 (“This court
19 is constrained by that language. It is not within the province of the courts to stretch the law to
20 apply to circumstances clearly not provided for by the legislature; to the contrary, decisions of
21 whether to extend the law to cover circumstances such as this lie solely within the authority of the
22 legislature.”).

27 ¹ “(C-19) *Fire and Burglar Alarm Contractor*: A Fire and Burglar Alarm Contractor is a specialty contractor whose
28 contracting business is the execution of contracts requiring the ability to intelligently **install, maintain and repair**
fire and burglar alarm systems.” 25 G.A.R. § 12106(a)(4)(C-19) (emphasis added).

1 The baggage conveyance system at GIAA was custom built by its manufacturer: Siemens
2 Postal, Parcel, & Airport Logistics LLC (“Siemens”) under GIAA-FY14-04-1. *See* Exhibit “A”
3 (Attachment No. 2: As-Built Drawings). Siemens has used Johndel International, Inc. dba. JMI-
4 Edison (“JMI”) as its subcontractor for installation under a separate contract with GIAA.² *See*
5 Exhibit “B” (JMI Procurement Protest Letter, dated September 21, 2021, p. 1). As a result, there
6 is no need for the party awarded the contract under the RFP to install a baggage conveyance
7 system. In fact, the RFP specifically calls for the bidders to contract with Siemens to provide only
8 for “operation, maintenance, troubleshooting and repair” work, not installation work:
9

10 XII. CONTRACT WITH MANUFACTURER (SIEMENS)

11 The Contractor should have a contract with the manufacturer, Siemens, for the
12 operation, maintenance, troubleshooting and repair works for both Inbound and
13 Outbound Baggage Handling System. The annual fee for Consultation and
14 Technical assistance by Siemens should be included in the cost proposal of the
15 Offeror.

16 *See* Exhibit “A” (Preliminary Scope of Services, Page 7 of 8).

17 The RFP only involves the operation, maintenance, troubleshooting, and repair of the
18 baggage conveyance systems. No installation is included in the scope of work for the RFP.³
19 Therefore, the C-25 Specialty Subcontractor Subclassification, if it applies to baggage conveyance
20 system services at all, does not apply to any work on baggage conveyance systems other than
21 installation.

22 Ironically, JMI’s Procurement Protest letter supports this argument. In its letter, JMI states
23 that “JMI Edison, as a sub-contractor to Siemens, provided comprehensive electrical and
24 mechanical installation and repair works for that same system, which was completed in June

25 ² “JMI Edison, as a sub-contractor to Siemens, provided comprehensive electrical and mechanical installation and
26 repair works for that same system, which was completed in June 2017, and was an offeror on the current RFP.” *See*
27 Exhibit “B” (JMI Procurement Protest Letter, dated September 21, 2021, p. 1).

28 ³ The word “install” appears only once in the RFP in a reference to the company who installed the FM 200 fire
suppression system, stating that “Although it is now considered a misconception that it depletes the level of oxygen
in the room where it is discharged, for safety reasons, the fire protection company that installed it wants the occupants
to vacate the room.” (RFP Attachment No. 3: Baggage Conveyance System Fire Protection System Safety Plan (w/
Drawings).

1 2017.” *See* Exhibit “B” (JMI Procurement Protest Letter, dated September 21, 2021, p. 1). By its
2 own admission, JMI performed installation and repair work on the GIAA baggage conveyance
3 system in 2017, which was during the pendency of the previous contract between GIAA and
4 Menzies for baggage conveyance system services. Clearly, GIAA put out one contract for
5 installation work of the baggage system and another contract for operation, maintenance,
6 troubleshooting, and repair of the baggage system. JMI, as a subcontractor to Siemens, is required
7 to hold a CLB C-25 Specialty License for the installation work it does. In contrast, the work done
8 by Menzies does not involve installation and thus clearly falls outside the scope of the C-25 license
9 requirement.
10

11 **C. THE RFP DOES NOT IDENTIFY THE NEED FOR A SPECIFIC LICENSE**

12 The RFP does not explicitly require any specific type of license issued by the CLB. It does
13 require that the bidders be licensed to do business in Guam and maintain any licenses required to
14 perform services under the contract, but it does not specify any specialty license that proposers
15 must hold:
16

- 17 • “Offerors must show evidence of their license authorizing the Offeror to provide the
18 solicited services in Guam at the time of contract signing.” *See* Exhibit “A” (The RFP,
19 Basic Information, page 1 of 5).
- 20 • “It is the policy of GIAA to award proposals to Offerors duly authorized and licensed
21 to conduct business in Guam.” *See* Exhibit “A” (The RFP, General Terms and
22 Conditions, page 3 of 8).
- 23 • “Offerors shall, at their own expense, procure all permits, certificates and licenses and
24 shall give all notices and necessary reports required by law for the execution of the
25 work.” *See* Exhibit “A” (The RFP, General Terms and Conditions, page 3 of 8).
- 26 • “Must show evidence that it is licensed to conduct business on Guam.” *See* Exhibit “A”
27 (The RFP, Preliminary Scope of Services, page 3 of 8).

28 To show that it was licensed to conduct business in Guam, Menzies included a copy of its Guam
Business License in its proposal. *See* Exhibit “C” (Menzies Guam Business License from Menzies
Proposal). This license expires on March 31, 2022.

1 Past RFPs issued by GIAA, when they require specialized licenses, have included
2 specialized licensing requirements. For example, GIAA issued RFP-004-FY20 in 2020, seeking
3 “Architectural Engineering and Surveying Services.” That RFP specifically required that offerors
4 be licensed with the Guam Board of Professional Engineers, Architects, and Land Surveyors:

5 **6. LICENSING**

6 Offerors must be licensed to conduct business in Guam at the time of submission
7 of their proposals. Offers are required to submit with their proposals a copy of their
8 current Certificate of Authorization (“COA”) issued by the Guam Board of
Professional Engineers, Architects, and Land Surveyors (“PEALS Board”) for each
discipline for which it is offering services.

9 *See Exhibit “D” (RFP-004-FY20, Basic Information, Page 2 of 5).*

10 GIAA’s decision not to include a CLB license requirement in the RFP indicates that GIAA
11 itself does not believe that a CLB license is required to perform under each RFP.

12 **D. MENZIES EMPLOYS A MASTER ELECTRICIAN, WHO HOLDS A CLB SPECIALTY
13 LICENSE**

14 Menzies employee Reynaldo T. Retiro is a master electrician and holds a master electrician
15 license issued by the CLB. Mr. Retiro works at a “Maintenance Technician – Electrician.” His
16 certificate number is ME-0720-0036 and his license expires on June 30, 2022. To the extent that
17 any work under the RFP would require the use of someone who holds an electrician specialty
18 contractor license, Mr. Retiro is certainly qualified and licensed to perform those services. A copy
19 of Mr. Retiro’s CLB license was included in Menzies proposal. *See Exhibit “E” (Retiro CLB
20 License from Menzies Proposal).*

22 Menzies itself does not need to hold a CLB Specialty License, because (as stated above),
23 it is not involved in construction work and the RFP does not involve construction work or
24 installation of institutional and commercial equipment.

25 **CONCLUSION**

26 Menzies respectfully requests that the OPA grant summary judgment in favor of Menzies
27 and hold, as a matter of law, that the licenses held by Menzies and its staff, which were referenced
28

1 in its proposal, mean that Menzies' bid satisfied the requirements of the RFP and that award should
2 be made to Menzies, who was the most qualified responsible and responsive bidder.

3 DATED this 24th day of November, 2021.

4 BLAIR STERLING JOHNSON & MARTINEZ
5 A PROFESSIONAL CORPORATION

6
7 BY: 
8 **R. MARSIL JOHNSON**
9 *Attorneys for Party in Interest Aircraft Service*
10 *International, Inc. dba Menzies Aviation*

11
12 **ATTACHMENTS:**
13 **EXHIBIT "A" – "E"**

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Exhibit “A”

ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

RFP NO. RFP-005-FY21

MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS

BASIC INFORMATION

1. Services Required

In accordance with the Guam Procurement Laws and Regulations, the Antonio B. Won Pat International Airport Authority, Guam ("GIAA"), a public corporation and autonomous instrumentality of the Government of Guam, is soliciting proposals from qualified professional firms and/or individuals to develop, implement, and provide management and infrastructure support services to GIAA's baggage conveyance systems.

2. Description of the Work Involved

The Preliminary Scope of Services, which describes the work to be accomplished, is contained herein as Attachment 1. Upon final selection of the best qualified Offeror, the Preliminary Scope of Services may be modified and refined during contract negotiations.

3. Time and Duration of the Work Involved

It is anticipated that the selected Contractor(s) will commence providing services as soon as practicable. The term of the agreement shall be for three (3) years with two (2) one (1)-year options to extend at the sole discretion of GIAA, not to exceed a total of five (5) years and subject to the availability of funding. GIAA is not obligated to renew the agreement and does not have to give reasons if GIAA elects not to renew.

4. Type of Contract

A professional services agreement will be consummated between the awardee and GIAA in the form of Attachment 2. Offerors must show evidence of their license authorizing the Offeror to provide the solicited services in Guam at the time of contract signing. Time is of the essence in performing these services. Inordinate delays, as determined by GIAA, in obtaining its Guam license by the time of contract signing may result in the selected Offeror being determined non-responsive. The Executive Manager or designee may then enter into negotiations with the next most qualified Offeror.

The agreement will provide that the contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefor. The agreement further provides that, in the event that funds are not available

should be communicated in writing to the Single Point of Contact within the time frame allocated for the submission of questions. Offerors should act promptly and allow sufficient time for a reply to reach them in the form of an amendment to the RFP, which will be forwarded to all prospective Offerors and its receipt by the Offeror should be acknowledged in the proposal.

10. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request received from Offeror(s) prior to the submission deadline. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been submitted.

11. METHOD OF AWARD

GIAA reserves the right to waive any informalities or irregularities in proposals received when such waiver is in the best interest of GIAA. GIAA shall have the right to award, amend, or reject proposals in whole or in part. **It is the policy of GIAA to award proposals to Offerors duly authorized and licensed to conduct business in Guam.**

12. PAYMENT

Payment shall be made using a method mutually agreed upon by GIAA and the successful Offeror.

13. TAXES

Specific information on taxes may be obtained from the Director of the Department of Revenue and Taxation. The awardee will be responsible for payment of all applicable taxes.

14. LICENSING

Offerors are cautioned that GIAA will not consider for award any proposal submitted by a Offeror who has not complied with the Guam Licensing Law. **Offerors shall, at their own expense, procure all permits, certificates and licenses and shall give all notices and necessary reports required by law for the execution of the work.** Specific information on licenses may be obtained from the Director of the Department of Revenue and Taxation.

15. AFFIDAVITS AND ASSURANCES

Each Offeror is required to submit the affidavits and assurances attached relating to the following matters. Failure to include said affidavits and assurances shall render a proposal non-responsive.

III. MINIMUM QUALIFICATIONS: At the minimum, the successful Offeror shall have the following qualifications:

- Must have extensive knowledge (minimum of 5 years) in the mechanical aspect of the Baggage Conveyance system or similar systems.
- Must have a minimum of 5 years' experience in the maintenance and repairs of Baggage Conveyor System.
- Must employ or demonstrate the capacity to employ individual(s) with the technical expertise and certifications necessary to carry out the operation, maintenance and repairs of the Baggage Conveyor System, and with the knowledge of the requirements and specifications of the Baggage Conveyor System.
- **Must show evidence that it is licensed to conduct business on Guam.**

IV. CONTRACTOR REQUIREMENTS: All Offerors must submit an outline of their management plan and the support services program to be provided. The management plan and the support services program shall meet the objectives of GIAA as identified in Section II. The following are items required of the Offeror and its subcontractors (if any):

A. Management Plan:

1. Management Plan must identify key personnel that will be assigned to this project.
2. Key personnel must have experience, technical expertise, training, certifications and knowledge in the responsibilities to be assigned.
3. The plan shall provide the specific details of the experience, certifications, license, etc. of key individual(s) assigned to this project.
4. The number of personnel assigned to this project, by shift, shall be identified.
5. Management Plan shall include the firm's Training Program, Safety Program and inventory Program.

B. The Support Services Program must:

1. Be sufficiently staffed with trained or certified technical personnel.
2. Include complete inspection and the scheduled preventive maintenance services to be provided. Include the relevant manufacturer's schedule of recommended preventative and regular maintenance, if any. The frequency of the inspection and the maintenance service shall be consistent with the requirements of the equipment, or it shall be established so the reliability and proper operation characteristics of the equipment are not degraded.
3. Include handling of incidental servicing, minor repairs and emergency service of equipment. Services shall include, but not be limited to, the provision of qualified labor; supervision, transportation, establishment of maintenance records, all parts, tools, equipment and cleaning.
4. Must have good recording system. Maintenance records shall include service date; work performed, spare parts used, identification of technical personnel and recommendations.

X. OPERATION AND MAINTENANCE OF INBOUND CONVEYOR SYSTEM

- A. Carousels 1 to 5 plus IOI oversized conveyor pier
- B. Baggage Conveyors including motors, belts, supports, etc.
- C. Motor Controls Panels MCP-1 to MCP-5
- D. Power supply conduits and cables from MCP to motors and devices.
- E. Operating software

***Note:** See also Item no. 1, Inbound Baggage System, paragraph IX, System Overview, under Preliminary Scope of Services.

XI. OPERATION AND MAINTENANCE OF OUTBOUND CONVEYOR SYSTEM

- A. Motor Control Panels MCP-1 to MCP-15
- B. Operating Software
- C. Power Supply conduits and cables from MCPs to motors and devices.
- D. Conveyors Motors, belts, supports, etc.
- E. Luggage sensors for pier assignment
- F. Encoding of the baggage tags
- G. Conveyor system server

***Note:** Item no. 2, Outbound Baggage System, paragraph IX, System Overview, under Preliminary Scope of Services.

Drawings

- a. Layout for Inbound baggage conveyor system
- b. Layout for Outbound baggage conveyor system

***Note:** Complete detailed drawings will be provided to the awarded Contractor.

XII. CONTRACT WITH MANUFACTURER (SIEMENS)

The Contractor should have a contract with the manufacturer, Siemens, for the operation, maintenance, troubleshooting and repair works for both Inbound and Outbound Baggage Handling System. The annual fee for Consultation and Technical assistance by Siemens should be included in the cost proposal of the Offeror.

XIII. HOUSEKEEPING AND UPKEEP

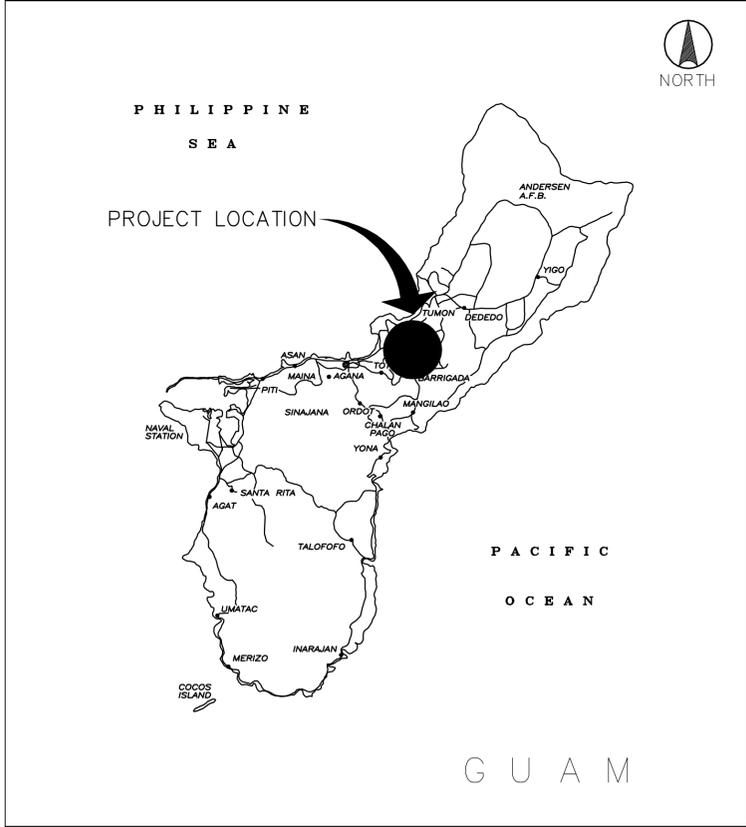
Offeror shall be responsible for the cleaning and upkeep of the carousels and conveyors and surrounding areas.

ATTACHMENT No.2:
As-Built Drawings

A.B. WON PAT INTERNATIONAL AIRPORT

355 CHALAN PASAHERU, ROUTE 10A
TAMUNING, GUAM 96931

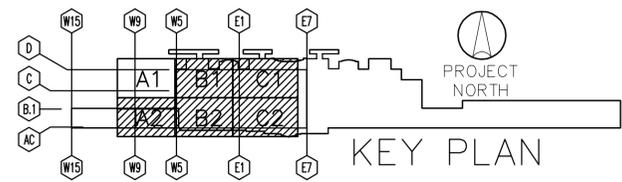
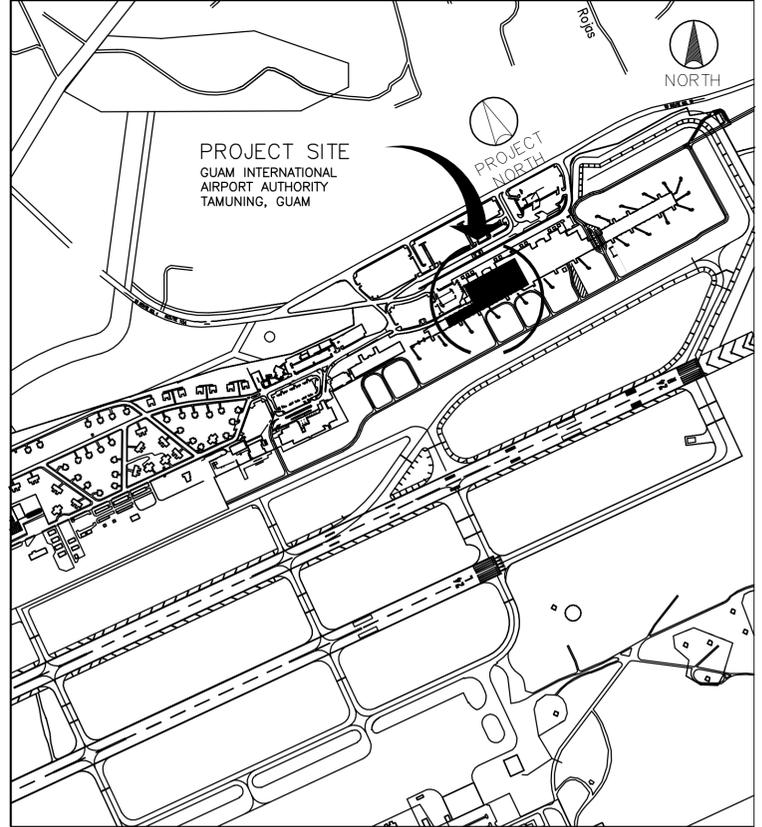
LOCATION MAP



TSA OPTIMIZATION EFFORT
"AS BUILT" DRAWINGS
05/25/2017

Siemens Postal, Parcel & Airport Logistics LLC
2700 Esters Blvd, Suite 200B, DFW Airport TX 75261
SIEMENS PROJECT: 2744
CUSTOMER PROJECT: GIAA-FY14-04-1

VICINITY MAP



KEY PLAN

Global network of innovation

SIEMENS

Exhibit “B”



Johndel International, Inc. dba:

JMI-EDISON

www.jmiguam.com

130 Siket Street Harmon Industrial Park Tamuning, Guam 96913

Tel: 1-671-646-6400/646-8186 Fax: 649-5685

PROCUREMENT PROTEST
GIAA RFP NO. RFP-005-FY21
Management & Infrastructure Support Services
to GIAA's Baggage Conveyance Systems

September 21, 2021

Mr. John M. Quinata
Executive Manager
A.B. Won Pat International Airport Authority
Guam Administration Office, 3rd Floor
355 Chalan Pasaheru, Tamuning, GU 96913

Dear Mr. Quinata:

On September 17, 2021, the Guam International Airport Authority ("GIAA") provided our attorneys with the procurement record generated in Request for Proposals GIAA RFP 005-FY21 ("RFP"). That RFP was seeking proposals from firms "...to provide professional management and infrastructure support services for GIAA's baggage conveyance systems." **JMI Edison, as a sub-contractor to Siemens, provided comprehensive electrical and mechanical installation and repair works for that same system,** which was completed in June 2017, and was an offeror on the current RFP.

On August 31, 2021 GIAA provided notice that another offeror, Aircraft Service International, Inc. DBA: ASIG ("ASIG"), was ranked as the best qualified offeror, and will therefore be given the opportunity to negotiate with GIAA, and subsequently be awarded the contract. We directed our attorneys to obtain the records regarding that selection, however GIAA asked for an extension up to September 17th to provide the documents asked for. Without an ASIG record to review, JMI contacted the Contractor's Licensing Board ("CLB") on September 13th, and learned on September 17th, that ASIG does not hold a valid Contractor's License. Also, the procurement record provided by GIAA was incomplete and contained no substantive documents regarding ASIG's proposal.

More, it appears that ASIG has never held a Guam contractor's license despite providing technical expertise and contractor services to GIAA for over 5 years. It appears from the CLB records that ASIG is non-responsive to the RFP since ASIG does not have the valid licenses to perform the RFP as specified. Furthermore, ASIG is a non-responsible offeror since it cannot legally perform what the RFP seeks, and has inappropriately accepted fees from GIAA despite not having the proper licenses needed to earn those fees in the first place. The CLB is aware of ASIG's unlicensed operations, and will be initiating an investigation into the matter in the near future.

These facts, the impending award to ASIG, and the requirement that JMI bring these reasons for its grievement under the procurement law to GIAA's attention in a timely manner leave us no choice but to lodge this protest with your agency.



Johndel International, Inc. dba:

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130 Siket Street Harmon Industrial Park Tamuning, Guam 96913

Tel: 1-671-646-6400/646-8186 Fax: 649-5685

To be certain, the grounds for our protest are summarized here:

1. Intended Awardee ASIG was non-responsive to the RFP, as the RFP requires a Specialty Contractor License with the Guam Contractors License Board;
2. Intended Awardee ASIG is a non-responsible offeror, as ASIG is unlicensed on Guam to perform the work it has offered to do for GIAA, and has impermissibly taken payments for work previously done for GIAA despite not having the necessary licenses; and
3. Because GIAA was delayed in preparing the procurement record to provide our attorneys and has not provided JMI with a either full copy of the proposals submitted by ASIG or the entire record of this procurement kept by GIAA, JMI is compelled to protest what it views as an incomplete and improperly kept record of procurement.

JMI has had a mutually respectful and beneficial relationship with GIAA for many years, and this protest is being lodged as part of a sincere effort to call the airport's attention to a failing in its evaluation and of its intended award to ASIG. GIAA is about to enter into a contract with a contractor that, under the terms of the RFP specifically, and Guam law generally, cannot legally perform. More, that contractor, as an improperly licensed entity, would be receiving funds from the airport that it could not legally invoice for.

As a reputable local 43 year-old company, we believe GIAA should only enter into contracts with responsible and responsive companies. JMI's Guam connections run deep, and our history and familiarity with the airport's systems makes us uniquely suited to perform the services the airport needs under the RFP. We respectfully ask that you review the matter of our protest, and once you confirm that ASIG is indeed unlicensed, issue the award of the RFP to JMI-Edison as the next responsible and responsive offeror.

As this is a pre-award procurement protest of GIAA RFP-005- FY21, this protest serves as a statutory trigger for an Automatic Stay regarding the continued procurement of the IFB. As you know, Guam law mandates that GIAA freeze this procurement in place, and shall not proceed further with the solicitation or with the award of the contract until this protest and all potential appeals are resolved.

Sincerely yours,

Ed Ilao, P.E.
President
JMI-EDISON

Cc: Henry M. Cruz
Supply Management Administrator

Exhibit “C”

Our Government of Guam, Department of Revenue and Taxation Business License expires on March 31st, 2022.

	DEPARTMENT OF REVENUE AND TAXATION GOVERNMENT OF GUAM P.O. Box 23607 Barrigada, Guam 96921 www.guamtax.com	BUSINESS LICENSE	SERIAL #	2203382
			R	
	Foreign corporation	Service		
	EXPIRES: March 31, 2022	ACCOUNT NO. 13-200500425-01		
ISSUED TO:	AIRCRAFT SERVICE INTERNATIONAL, INC.	FEE	50	00
DOING BUSINESS AS:	MENZIES AVIATION	PENALTY	0	00
TYPE OF LICENSE:	AVIATION SUPPORT SERVICES	TOTAL FEE	50	00
BUSINESS LOCATION:	LOT 2112-B1-R-1 #790 S MARINE CORPS DR STE B TAMUNING GUAM			
MAILING ADDRESS:	P O BOX 7418 TAMUNING GUAM			
TELEPHONE: HOME	642-5244	96931 BUSINESS	642-5245	03/18/2021

**KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL.**



PAID
Renewed via
GuamTax.com



Dafne Mansapit-Shimizu
DIRECTOR OF REVENUE AND TAXATION



Exhibit “D”

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

**REQUEST FOR PROPOSAL
RFP-004-FY20**

**ARCHITECTURAL, ENGINEERING
AND SURVEYING SERVICES**

**P.O. BOX 8770
TAMUNING, GUAM 96931**

**THOMAS C. ADA
Executive Manager**

Date of Issue:
May 5, 2020

order is subject to certification of funds. There may be no work orders issued under the contract. There is no guarantee of the issuance of any work order(s) or any amount of work under the contract.

Each successfully negotiated work order shall be incorporated into and made a part of the contract. Each work order shall identify the project, describe the services to be performed, the term and/or completion date, and the negotiated fee, which shall be based on the negotiated rates set forth in the contract. The negotiated fee for a work order shall be a fair and reasonable firm fixed fee or cost-plus-fixed fee.

The agreement will provide that the contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefor. The agreement further provides that, in the event that funds are not available for any succeeding fiscal period, the remainder of the agreement shall be cancelled; however, this does not affect GIAA's or Architect/Engineer's rights under any termination clause in the agreement. In the event of cancellation, Architect/Engineer shall be reimbursed the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services performed under the agreement. GIAA must notify Architect/Engineer on a timely basis that the funds are, or are not, available for the continuation of the agreement for each succeeding fiscal period.

6. LICENSING

Offerors must be licensed to conduct business in Guam at the time of submission of their proposals. Offerors are required to submit with their proposals a copy of their current Certificate of Authorization ("COA") issued by the Guam Board of Professional Engineers, Architects, and Land Surveyors ("PEALS Board") for each discipline for which it is offering services.

7. SUBMITTAL DATE

All proposals **must be received** at the receptionist desk at the GIAA Administration Office, or by email to the Single Point of Contact **no later than the submission deadline set forth in the Schedule of Events.**

8. FORM OF SUBMITTAL

All proposals must be submitted in writing. Proposals should be prepared simply and economically providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

All proposals must be in the following form:

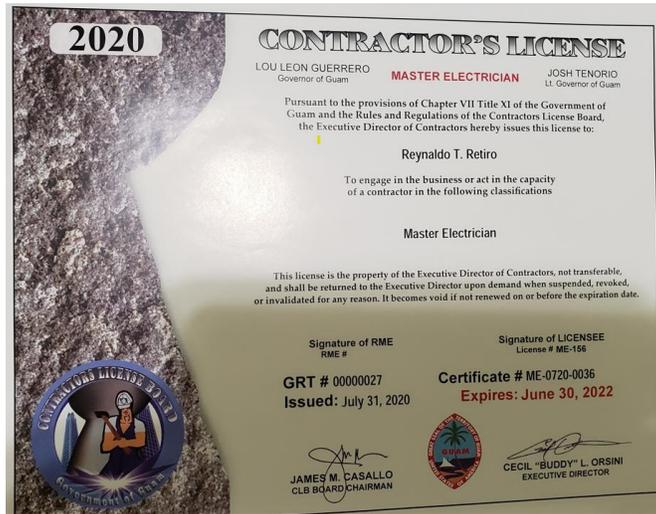
- A. **By Hand Delivery or Courier Service.** Offerors must provide one (1) original, one (1) copy, and one (1) electronic file (.pdf format) of the proposal on USB flash drive. Proposals must be submitted in a sealed package to the address

Exhibit “E”

Maintenance Technician - Electrician:

Reynaldo Retiro:

Mr. Retiro is a Military Sealift Command (DOD) veteran with impeccable service record. Reynaldo has more than four decades of mechanical and electrical engineering experience and almost 2 years of experience working on the GIAA's Baggage Conveyance Systems. Jason re-joined Menzies Aviation in October 2019 as Electrician on the baggage systems after serving as a Chief Electrician with the DOD, Jason had previously worked for ASIG between 1997 – 2004 providing technical support on the Baggage Handling System and passenger boarding bridges. Jason holds a Contractors Master Electrician License, Universal Technician Refrigeration and Air Conditioning Certification, Master of Arts of Science in Industrial Education, Master of Arts in Teaching Vocational Education.



4. The number of personnel assigned to this project, by shift, shall be identified.

The following tables are an example of the current staffing schedule for the Menzies Aviation team members. In agreement with the Authority, we are presently operating with reduced hours due to reduced flight activity:

DAY SHIFT

POSITION	THU	FRI	SAT	SUN	MON	TUE	WED
Control Room	0900-1600	0900-1700	OFF	OFF	0700-1300	0900-1700	0900-1700
Encoder	0300-0900	OFF	0400-1200	0300-1100	0200-0900	0400-1000	0300-1000
Lead Tech	0700-1500	0700-1500	0900-1700	OFF	0700-1500	0700-1500	0700-1500
Technician	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	OFF	OFF

SWING SHIFT

POSITION	THU	FRI	SAT	SUN	MON	TUE	WED
Control Room	1700-2200	OFF	1500-2300	1500-2300	1500-2300	1500-2300	1500-2200
Encoder	OFF	1500-2100	1900-0300	1800-0200	1600-2100	1900-0300	OFF
Lead Tech	1500-2300	OFF	OFF	1500-2300	1500-2300	1500-2300	1500-2300
Technician	1500-2300	1500-2300	1500-2300	1500-2300	OFF	OFF	1500-2300

