

Suite 401 DNA Building
238 Archbishop Flores St.
Hagåtña, Guam 96910



FAX

To:	Jon Nathan Denight General Manager Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8816	From:	Doris Flores Brooks Guam Public Auditor Office of Public Accountability
		Pages:	16 (including cover page)
CC:	Joyce C.H. Tang, Esq. Civille & Tang, PLLC 330 Hernan Cortez Avenue Suite 200 Hagatna, Guam 96910 Phone: (671) 472-8868/9 Fax: (671) 477-2511	Date:	June 3, 2016
		Phone: Fax:	(671) 475-0390 x. 208 (671) 472-7951

Re: OPA-PA-16-005 Notice of Receipt of Appeal

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Comments:

Please acknowledge receipt of this transmittal by re-sending this cover page along with your firm or agency's receipt stamp, date, and initials of receiver.

Thank you,
Jerrick Hernandez
Auditor
jhernandez@guamopa.com

This facsimile transmission and accompanying documents may contain confidential or privileged information. If you are not the intended recipient of this fax transmission, please call our office and notify us immediately. Do not distribute or disclose the contents to anyone. Thank you.



OFFICE OF PUBLIC ACCOUNTABILITY
Doris Flores Brooks, CPA, CGFM
Public Auditor

June 3, 2016

Mr. Jon Nathan Denight
General Manager
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

VIA FACSIMILE: (671) 646-8861

Re: Notice of Receipt of Appeal – OPA-PA-16-005

Dear Mr. Denight,

Please be advised that TLK Marketing Co., Ltd. (TLK Marketing) filed an appeal with the Office of Public Accountability (OPA) on June 1, 2016 regarding the Guam Visitors Bureau's (GVB) response to TLK Marketing's protest relative to Request for Proposal No.: GVB RFP No. 2016-006; a procurement solicitation for Tourism Destination Marketing Representation Services in the Republic of Korea for GVB. OPA has assigned this appeal case number OPA-PA-16-005.

Immediate action is required of GVB pursuant to the Rules of Procedure for Procurement Appeals, found in Chapter 12 of the Guam Administrative Regulations (GAR). Copies of the rules, the appeal, and all filing deadlines are available at OPA's office and on its website at www.opaguam.org. The notice of appeal filed with OPA is enclosed for your reference.

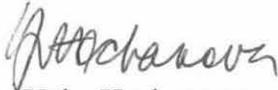
Please provide the required notice of this appeal to the relative parties with instructions that they should communicate directly with OPA regarding the appeals. You are also responsible for giving notice to the Attorney General or other legal counsel for your agency. Promptly provide OPA with the identities and addresses of interested parties and a formal entry of appearance by your legal counsel.

Pursuant to 2 GAR, Div. 4, Ch. 12, §12104(3), please submit one complete copy of the procurement record for the procurement solicitation above, as outlined in Title 5, Chapter 5, §5249 of the Guam Code Annotated, to OPA by **Friday, June 10, 2016**, five work days following receipt of this notice of appeal; and one copy of the Agency Report for each of the procurement solicitations cited above, as outlined in 2 GAR, Div. 4, Chap. 12, §12105, by **Friday, June 17, 2016**, ten work days following receipt of this notice of appeal.

When filing all other required documents with our office, please provide one original and two copies to OPA, and serve a copy to TLK Marketing. In addition, OPA respectfully asks that GVB provide one original and two copies of the procurement record and agency report as the Guam Procurement Law and Regulations require only one copy. The three procurement record copies requested by OPA are distributed as follows: Copy-1: Master File; Copy-2: Public Auditor; and Copy-3: Hearing Officer.

Thank you for your prompt attention to this matter. Please contact Jerrick Hernandez at 475-0390 ext. 208, or jhernandez@guamopa.com, should you have any questions regarding this notice.

Sincerely,



Yuka Hechanova
Audit Supervisor

Enclosure: First thirteen pages of Notice of Appeal – OPA-PA-16-005

Cc: Joyce C.H. Tang, Attorney for TLK Marketing

ORIGINAL

1 JOYCE C.H. TANG
2 JOSHUA D. WALSH
3 **CIVILLE & TANG PLLC**
4 330 Hernan Cortez Avenue Ste. 200
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RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

DATE: June 01, 2016

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FILE NO OPA-PA: 16-005

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

11 In the Appeal of

13 TLK Marketing,

14 Appellant.

DOCKET NO. OPA-PA-_____

NOTICE OF APPEAL

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1 TLK MARKETING CO., LTD. (“TLK”) hereby appeals a decision rendered by the Guam
2 Visitors Bureau (“GVB”), an agency of the Government of Guam, on May 24, 2016, denying the Bid
3 Protest raised by TLK regarding RFP No. GVB RFP No. 2016-006 seeking proposals from
4 “professional and experienced companies” to be GVB’s marketing representative in Korea. TLK
5 requests that this appeal be consolidated with its pending appeal before the Public Auditor, OPA-PA-
6 16-003 (“Protest 1 Appeal”).

7
8 **I. APPELLANT INFORMATION**

9 Name: TLK Marketing Co., Ltd.
10 Mailing Address: Rm 616 Koryo Bldg.,
11 24, Sinmunro 1-Ga, Jongro-Gu,
12 Seoul, Korea 110-796
13 Business Address: *same address indicated above*
14

15 For purposes of this appeal, please direct correspondence to TLK’s counsel, Joyce C.H. Tang,
16 Esq. (jtang@civilletang.com) and Joshua Walsh, Esq. (jdwalsh@civilletang.com), Civile & Tang,
17 PLLC, 330 Hernan Cortez Avenue Suite 200, Hagatna, Guam 96910. Telephone: 671/472-8868;
18 Facsimile: 671/477-2511.
19

20 **II. APPEAL INFORMATION**

21 A. Purchasing Agency: Guam Visitors Bureau
22 B. Contract No: GVB RFP No. 2016-006
23 C. Date of Contract: Solicitation issued on November 25, 2015
24 D. This appeal is made from the GVB’s denial of TLK’s April 21, 2016 protest issued on May
25 24, 2016.
26 E. The name of competing bidders known to appellant are: PROMAC, EDELMANN, and HIC,
27 INC.
28

1 III. RELEVANT PROCEDURAL HISTORY

2 The Guam Visitor’s Bureau (“GVB”) issued the RFP No. 2016-006 on November 25, 2015
3 seeking proposals from “professional and experienced companies” to be GVB’s marketing
4 representative in Korea. *See*, GVB RFP No. 2016-006 (“RFP”), attached as **Exhibit A**. In order for
5 an Offeror to qualify, the RFP requires, among other things, that the Proposer establish that it is a
6 “qualified professional tourism destination marketing agency (“Agency”) with a minimum of 5 years
7 extensive and consistent experience working with the Republic of Korea travel trade, close
8 relationship with the Korean government and the US Embassy....” *See*, §1.1, RFP, attached as
9 **Exhibit A**. The term of the contract under the RFP is for an initial term of one year, with two
10 additional one year options to renew, for a maximum contract period of three years. On March 10,
11 2016, TLK received a letter from GVB notifying TLK that GVB’s evaluation committee “reviewed
12 and evaluated the proposals and has selected another company as the best qualified offeror.” *See*,
13 Correspondence, March 10, 2016, attached as **Exhibit B**. On the same day, TLK received a letter
14 from GVB terminating its current month-to-month contract.

15 Within fourteen (14) days of learning that HIC was ranked as the best offeror, TLK initiated
16 its first agency level protest (“Protest 1”) on March 24, 2016 pursuant to 2 GAR Div. 4 §9101.¹ On
17 the same day, TLK filed a Sunshine Act Request with GVB seeking documents related to the
18 procurement. *See*, 3/24/16 Sunshine Act Request, attached as **Exhibit C**. On April 7, 2016, GVB
19 produced responsive documents. *See*, 4/7/16 Transmittal Letter, attached as **Exhibit D**. These
20 documents contained information which would form the basis of TLK’s second agency level protest
21 (“Protest 2”), which is the subject of the present appeal.

22 Within fourteen (14) days of receiving GVB’s Sunshine Act Response, on April 21, 2016,
23 TLK timely filed Protest 2 with GVB. *See*, Protest 2, attached as **Exhibit E**. The four new grounds
24 for protest set forth in the April 21, 2016 letter are: (1) GVB colluded with HIC, Inc. to violate the
25

26
27 ¹ On April 8, 2016, GVB issued its decision denying Protest 1. TLK appealed the denial of
28 Protest 1 on April 22, 2016 in OPA-PA-16-003. Because these appeals arise out of the same RFP,
and involve the same facts, TLK requests that the OPA consolidate the present appeal with OPA-
PA-16-003.

1 RFP and Guam Procurement Law by withholding information relating to the ranking and the award
2 of the Contract to TLK and other Offerors; (2) GVB failed to obtain Board approval to negotiate
3 with HIC and to award the contract as required under §3.10 of the RFP; (3) HIC Failed to disclose
4 Karl Pangelinan’s consulting relationship with HIC; and (4) HIC misrepresented its experience by
5 relying on an unrelated entity, SD Pharm’s, experience.

6 On May 24, 2016, GVB issued its decision denying Protest 2, which was transmitted to TLK
7 counsel by US Mail, and received on May 25, 2016. *See*, Denial of Protest, attached as **Exhibit F**.

8 **IV. STATEMENT OF GROUNDS FOR APPEAL**

9 **A. TLK’s Protest 2 was Timely Filed**

10 TLK’s timely filed Protests 2 on April 21, 2016, respectively. At the time Protests 1 and 2
11 were filed, GVB had not awarded the Contract to HIC. Protest 2 was timely filed because TLK was
12 not aware of the factual basis of the four new grounds for protest until it received GVB’s responses to
13 TLK’s Sunshine Act Requests on April 7, 2016, *See*, 4/7/16 Transmittal Letter, attached as **Exhibit**

14 **D.** Because Protest 1 and Protest 2 were timely filed, the 5 GCA §5425(g) automatic stay applies.

15 **B. GVB Colluded with HIC, Inc. to Violate the RFP and Guam Procurement Law** 16 **by Withholding Information Regarding the Ranking and Award of the Contract** 17 **to Deprive the Offerors of Their Rights Under the Guam Procurement Law**

18 On March 4, 2016, Gina Kono, a Marketing Officer II with GVB notified Mr. Don Park (HIC,
19 Inc.) by e-mail that HIC was selected as the highest-rated most qualified offeror, and attached
20 contract negotiation documents. *See*, 3/04/16 email, attached as **Exhibit G**. However, GVB *did not*
21 notify TLK or the two other offerors of the ranking and selection of HIC, Inc. as the “highest rated
22 and most qualified offeror.” TLK, along with the three other Offerors, received a “Notice of Non-
23 Selection” from GVB six (6) days later, on March 10, 2016. GVB treated HIC preferentially by
24 giving HIC information regarding the ranking, and by delaying and improperly withholding this
25 information from the other Offerors for at least six (6) days, which TLK believes was intended to cut
26 off the rights of parties to file a meaningful protest.
27
28

1 GVB's internal communications obtained by TLK through its Sunshine Act requests confirm
2 that GVB was intentionally withholding this information to cut off protest rights. On March 9, 2016,
3 Ms. Kono contacted HIC urging Mr. Park to "urgently respond to...GVB RFP2016-006 Retainer Fee
4 Negotiation communication...." Ms. Kono reiterated that: "GVB General Manager would like to
5 finalize the RFP and finalize all the necessary paperwork and communications to the other offerors."
6 In closing, she said:

7 BTW, I was contacted by someone mentioning that HIC is communicating
8 with the Korea media announcing that they have successfully been
9 awarded the GVB Marketing Representative contract. **Please refrain
10 from publicly mentioning this until we have finalized the negotiations
and signed a contract. We do not want any protest from the other
offerors....**

11 *See*, 3/09/16 email exchange, attached as **Exhibit H**. (Emphasis added.)
12

13 Mr. Park's response was, in part:

14 I heard that Anna received only one phone call from one of the newspaper
15 company, and she said that there is nothing she can talk about [sic] it now.
16 I promise [sic] you that we have not mentioned about the results of the
RFP, and also will not mention it until the contract is all done.

17 *See*, 3/09/16 email exchange, attached as **Exhibit H**.

18 Additional evidence of GVB's collusion with HIC, GVB sent two letters to HIC on March 10,
19 2016:

20 (a) The *Notice of Intent to Award*, notifying HIC that it was "selected as the highest rated
21 and most qualified offeror" with a copy of the summary of evaluation and that GVB will be
22 contacting HIC to begin negotiations.²
23

24 (b) The *Notice of Award*, notifying HIC that it had been awarded the contract, enclosing a
25 copy of the contract for HIC's signature. The contract was enclosed with the letter. HIC signed the
26

27 ² On March 10, 2016, Ms. Kono wrote to Mr. Park attaching a copy of the Notice of Intent to
28 Award letter. Ms. Kono notes in a second email sent to Mr. Park the same day attaching a copy of
"GVB's Notice of Intent to Award letter in regards to the GVB RFP 2016-006. I was to send this
letter with our previous negotiation email [contract] I sent yesterday."

1 contract on March 11, 2016. See 3/10/16 Email Giving Notice of Award, attached as **Exhibit I.**⁴

2 Neither TLK nor the other Offerors received notice that HIC was selected as the “highest
3 rated and most qualified offeror” until March 10, 2016, when GVB sent TLK the “Notice of Non-
4 Selection”, notifying HIC that GVB had “selected another company as the best qualified Offeror,”
5 attaching a copy of the evaluation summary.
6

7 Section 3.32 of the RFP required GVB to notify “all Offerors of the results of the award.
8 Written notice of award will be public information and made a part of the contract file.” To this date,
9 GVB has not provided the Notice of Award to TLK or the other Offerors. TLK believes that not
10 complying with §3.32 of the RFP requiring notice of award to other Offerors was an intentional act,
11 in furtherance of GVB goal of avoiding the automatic stay, and to cut of the rights and remedies
12 available to protestors before the contract is awarded.
13

14 **C. GVB Violated §3.10 of the RFP When it Failed to Obtain The Required
15 Board Approvals**

16 The RFP expressly requires approval of the Board after determination of who is the “best-
17 qualified Offeror.” See, **Exhibit A** at 32. Section 3.10 also requires that “[i]f compensation,
18 contract requirements, and contract documents can be agreed upon with the best-qualified Offeror,
19 *and subject to Board approval*, the contract shall be awarded to that Offeror. Written notice of
20 award shall be public information and made a part of GVB’s procurement file.” (emphasis added).

21 *Id.*

22 As discussed in TLK’s April 21 protest, there was no award, because the HIC Contract had
23 not been approved by the Board *after* determination of who is the “best-qualified Offeror” and *after*
24 negotiation and reaching agreement regarding the contract terms and price with the best-qualified
25

26
27 ⁴ On March 10, 2016, Ms. Kono sent a Notice of Award letter to Don Park by email,
28 together with a contract asking him to “review, accept by signing, and then send the contract back
as soon as possible.”

1 Offeror. During the February 25, 2016 GVB Board Meeting, the board “authorize[d] the GVB
2 General Manager as Chief Procurement Officer to enter into negotiation and contract with the highest
3 rated and most qualified Offeror for GVB RFP 2016-006: Tourism Destination Marketing
4 Representation Service in the Republic of Korea.” See, **Exhibit J** (Partial Transcripts).

5
6 The transcript of the February 25th board meeting confirms that the results of the evaluation
7 team had not been tallied, and that Mr. Denight did not present the ranking of the best-qualified
8 offerors or the recommendations or results of the evaluation team to the Board of Directors for
9 consideration and approval. Without the necessary board approvals, there can be no award.

10 Also, Guam Procurement Law requires the Agency to negotiate a contract with the best
11 qualified offeror for the required services at compensation determined in writing to be fair and
12 reasonable. 2 GAR §3114(l)(1). Furthermore, at the conclusion of the negotiations, a “Memorandum
13 of Evaluation and Negotiation” must be prepared setting forth the basis for the award. 2 GAR
14 §3114(m). Specifically, the Memorandum of Evaluation and Negotiation should contain the
15 following information:
16

17 (m) **Memorandum of Evaluation and Negotiation.** At the conclusion of negotiations
18 resulting in the award of the contract, the head of the agency conducting the
19 procurement or a designee of such officer *shall* prepare a memorandum setting forth
the basis of award including:

20 (1) how the evaluation factors stated in the Request for Proposals were applied to
determine the best qualified offerors; and

21 (2) the principal elements of the negotiations including the significant considerations
22 relating to price and the other terms of the contract.

23 All memoranda shall be included in the contract file and be available for public
24 inspection. (emphasis added).

25 *Id.*

26 A review of the Procurement Record confirms that GVB did not prepare a Memorandum of
27 Negotiation after negotiations with HIC were concluded. TLK has filed a Motion for GVB to
28 Supplement the Procurement Record by providing, among other things, the Memorandum of

1 Negotiation. *See, Motion for GVB to Supplement Procurement Record*, May 27, 2016. A
2 Memorandum of Negotiation protects the integrity of the procurement process by requiring the
3 Agency to explain and disclose, in writing, the principal elements of the negotiations with the best
4 qualified offeror, significant considerations relating to how the price and terms were determined, and
5 why the contract is fair and reasonable. Without the Memorandum of Evaluation, there is no record
6 of the negotiations and what, if any, significant considerations were considered, and most
7 importantly, there can no basis for determining whether this is a fair and reasonable contract.

8 The required board approvals needed for the GVB to negotiate with HIC and to award the
9 contract to HIC were not obtained, therefore, the contract is void.

10 **D. HIC Failed to Disclose In the Affidavit Disclosing Ownership and Commission**
11 **Karl Pangelinan’s Involvement in this RFP.**

12 After receiving the Sunshine Act responses from GVB, TLK discovered that not only was
13 Karl Pangelinan a consultant for HIC, but that he presented HIC’s proposal to the evaluators and the
14 evaluators made numerous comments and gave significant weight and points to HIC because of Mr.
15 Pangelinan’s involvement as a consultant. This information was not available TLK before April 7,
16 2016, when GVB provided responses to the Sunshine Act Requests.

17
18 Nowhere in HIC’s Proposal is Mr. Pangelinan’s relationship disclosed. He is not a member
19 of the HIC Team; and, the Affidavit Disclosing Ownership and Commission submitted under penalty
20 of perjury, that no one received “commission, gratuity, or other compensation for procuring or
21 assisting in obtaining business related to the bid or proposal.”

22
23 Because Mr. Pangelinan was a consultant to HIC and assisted HIC with obtaining the business
24 related to the bid, he should have been disclosed as a consultant. TLK did not know that HIC failed
25 to disclose Mr. Pangelinan’s as part of the HIC team, and that because of Mr. Pangelinan’s
26 involvement, the evaluation team gave significant weight and points to HIC. When the ranking
27 difference is separated by two (2) points, with TLK receiving a score of 364 and HIC receiving a
28 score of 366, Mr. Pangelinan’s involvement affected the outcome of the rankings, placing HIC as the

1 highest ranked over TLK by a narrow margin of two (2) points.

2 Notably, Mr. Pangelinan was General Manager for GVB until his resignation, which was
3 effective on January 31, 2015. The RFP was published in the newspaper and made available on
4 November 24, 2015. The deadline for submission of proposals was February 8, 2016. Mr.
5 Pangelinan was barred from contracting with HIC until one year after leaving GVB, which at earliest
6 would have been February 1, 2016. Any involvement with the RFP prior to February 1, 2016, would
7 be a violation of Guam's procurement code as codified at 5 GCA 5632(b) and 5632(c).

9 HIC's failure to disclose Mr. Pangelinan's consultant contract is a violation of the RFP and
10 the Guam Procurement laws and regulations. Mr. Pangelinan involvement with HIC, if it predated
11 February 1, 2016, was a violation of Guam Procurement Code as well.

12
13 **E. HIC Misrepresented Its Experience by Relying on SD Pharm's Experience to Meet
the 5 Year Experience Requirement.**

14 HIC failed to disclose in its Proposal that HIC was registered as a company in Korea on
15 August 31, 2011, which means at the time of the submission of the Proposal (February 5, 2016), it
16 had only been established for 4 years and 5 months. GVB response to this allegation is that: (1) the
17 claim was not timely raised because TLK "has been aware of the substance of HIC's proposal for
18 more than the allotted time to protest"; and (2) based on GVB's review of HIC's proposal, HIC does
19 qualify for the award of the contract. See, 5/24/2016 Ltr., attached as **Exhibit F**.

21 First, Page 10 of HIC's Proposal sets forth the Corporate History of HIC:
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Corporate History

2006

- Founded "SD Pharm" (In Incheon)
- Signed marketing services contracts with Yuhan Corporation, Jeil Pharmaceutical Co., Ltd and Daehan Pharmaceutical Co., Ltd.

2007

- Signed marketing services agreement with LG Life Sciences

2008

- Signed marketing services agreement with CJ

2012

- Signed marketing services agreement and right of publicity contract with KP&PA

2013

- Signed Exchange Agreement of College-Industry Cooperation with the Catholic University of Korea

2015

- Entered into an agreement as GVB's Korea PR Agency

The Corporate History of HIC states 2006 as the year in which HIC's business commenced.

The reference to 2006 as HIC's commencement date is a false statement because the 2006 reference is for the separate unrelated company called "SD Pharm." No information is provided in HIC's proposal regarding SD Pharm. It is undisputed that HIC actually came into existence on August 31, 2011. The reference to "Founded 'SD Pharm'" is misleading. HIC does not disclose what the relationship is between SD Pharm and HIC and why SD Pharm's experience should be considered in determining the qualifications of this Offeror.

TLK did not receive a copy of HIC's proposal until April 7, 2016, with GVB's responses to the Sunshine Act Requests. Thus, it could not have been aware of HIC's reference and use of SD Pharm to meet the five (5) year experience requirement. TLK could not have known before April 7, 2016, that HIC had not been in existence for 5 years at the time the Proposal was submitted, and the misleading statements made in reference to SD Pharm in order to meet the 5 year minimum experience requirement. GVB's timeliness objection, therefore, must be rejected.

1 GVB should be required to explain how HIC is able to meet the five (5) year experience
2 requirements.

3 **E. TLK Will Be Irreparably Harmed if GVB is Allowed to Usurp the OPA's**
4 **Authority and Circumvent the Guam Procurement Laws.**

5 Guam law provides that if Appellant TLK is successful in its protest, TLK “shall be entitled to
6 the reasonable costs incurred in connection with the solicitation and protest, including bid preparation
7 costs, excluding attorney’s fees....” 5 GCA §5425(h). GVB’s pushing forward with the procurement
8 award to HIC hampers any remedy TLK may have to become an awardee of the solicitation, since the
9 Territory may be able to merely ratify and affirm HIC’s contract regardless of the outcome of the
10 instant appeal. 5 GCA § 5425(a)(1)(2). As more Korean tourism marketing and visitor events are
11 organized by HIC, TLK becomes less and less likely of having a meaningful outcome to its appeal.
12

13 Since TLK will only be able to recover the costs of its bid if the stay is not enforced and its
14 protest appeal is sustained by the OPA, TLK will be irreparably injured. Irreparable injury is defined
15 as injury for which there is no adequate remedy at law. *Shin v. Fujita Kanko Guam, Inc.*, CVA 07-
16 002, 2007 WL 4348300 (Guam Dec. 6, 2007); *Reilly's Wholesale Produce v. United States*, 73 Fed.
17 Cl. 705, 716-17 (Fed. Cl. 2006). The Federal Claims court has held that where an aggrieved offeror
18 can only gain the costs of bid preparation in a suit for damages, and not anticipated profits, such a bid
19 protester is irreparably harmed. *See Bannum, Inc. v. United States*, 60 Fed. Cl. 718, 730 (Fed. Cl.
20 2004) *citing Essex Electro Eng'rs, Inc. v. United States*, 3 Cl.Ct. 277, 287 (1983), *aff'd*, 757 F.2d 247
21 (Fed.Cir.1985). This is the exact situation faced by TLK, and the OPA should confirm the application
22 of the stay.
23
24

25 **V. RELIEF REQUESTED BY TLK**

26 Appealing Offeror TLK Requests a ruling from the OPA as follows:

27 1. That agencies of the Government of Guam may not usurp the procurement process and
28 the protections of 5 GCA 5425(g) by negotiating and entering into a contract with a selected offeror

1 prior to informing other offerors that they have not been selected for negotiation and award;

2 2. For a ruling that all offerors responding to a Request for Proposal or other similar
3 procurement vehicle be informed at the same time that a selection was made by an Agency;

4 3. That the ranking of HIC as the highest ranked offeror for GVB RFP No. 2016-006 be
5 set aside;

6 4. A declaration that the Contract negotiated and executed between GVB and HIC be
7 declared void *ab initio* and set aside;

8 5. A determination that as the first ranked responsive offeror, GVB should immediately
9 begin negotiations with TLK and award the contract to TLK;

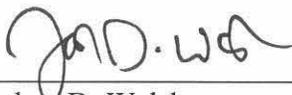
10 6. For an order consolidating TLK's Protest 1 and Protest 2 Appeal before the OPA;

11 7. For a hearing on TLK's Appeal of Protest 2, and for that hearing to be combined with
12 the Appeal of Protest 1;

13 8. For an award of reasonable attorney's fees and costs of this protest and appeal; and

14 9. For such other relief that the OPA may determine is just and proper.
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18 Dated: June 1, 2016

19 By: 

20 Joshua D. Walsh
21 *Attorneys for Appellant*
22 *TLK Marketing*
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VERIFICATION

I, HENRY LEE, am the president of Appellant TLK MARKETING and I am authorized to make this verification. I have read the foregoing Notice of Appeal and, based on information and belief and to the best of my knowledge, the facts stated therein are true and correct. I declare under penalty of perjury under the laws of Guam that the foregoing is true and correct. This verification was executed on the 1st day of June, 2016.

By: 
HENRY LEE
President
Appellant TLK Marketing

TRANSACTION REPORT

JUN/03/2016/FRI 11:32 AM

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		Pages:	16 (including cover page)
CC:	Joyce C.H. Tang, Esq. Civille & Tang, PLLC 330 Hernan Cortez Avenue Suite 200 Hagatna, Guam 96910 Phone: (671) 472-8868/9 Fax: (671) 477-2511	Date:	June 3, 2016
		Phone: Fax:	(671) 475-0390 x. 208 (671) 472-7951

Re: OPA-PA-16-005 Notice of Receipt of Appeal

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Thank you,
Jerrick Hernandez
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To:	Jon Nathan Denight General Manager Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8816	From:	Doris Flores Brooks Guam Public Auditor Office of Public Accountability
		Pages:	16 (including cover page)
CC:	Joyce C.H. Tang, Esq. Civile & Tang, PLLC 330 Hernan Cortez Avenue Suite 200 Hagatna, Guam 96910 Phone: (671) 472-8868/9 Fax: (671) 477-2511	Date:	June 3, 2016
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