



Jerrick Hernandez <jhernandez@guamopa.com>

Notice of Appeal

GPE INC <guampacific@gmail.com>

Tue, Oct 19, 2021 at 3:50 PM

To: Jerrick Hernandez <jhernandez@guamopa.com>

Cc: "Camacho, Anthony" <arcamacho@triton.uog.edu>, "Gumataotao, Emily" <eggumataotao@triton.uog.edu>

Dear Mr. Hernandez,

Please see attachments regarding NOTICE OF APPEAL and confirm receipt of this email.

Very Respectfully
Sedfrey M. Linsangan
President
Guam Pacific Enterprise, Inc.
Tel: (671) 649-6994/7/8



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 **NOTICE OF APPEAL.pdf**
9819K



**Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL**

PART I- To be completed by OPA

In the Appeal of)
) **NOTICE OF APPEAL**
Guam Pacific Enterprises Inc.)
(Name of Company), APPELLANT) Docket No. OPA-PA _____
)

PART II- Appellant Information

Name: Guam Pacific Enterprises Inc.
Mailing Address: P.O. Box 23128 Barrigada
Guam 96921
Business Address: #202 Harmon Industrial
Park, Guam
Email Address: guam.pacific@gmail.com
Daytime Contact No: 649-6997-8-4
Fax No.: 649-6988

PART III- Appeal Information

- A) Purchasing Agency: University of Guam
- B) Identification/Number of Procurement, Solicitation, or Contract: LOG Bid No. B21-10
- C) Decision being appealed was made on Oct. 18 (date) by:
____ Chief Procurement Officer ____ Director of Public Works Head of Purchasing Agency

Note: You must serve the Agency checked here with a copy of this Appeal within 24 hours of filing.

- D) Appeal is made from:
(Please select one and attach a copy of the Decision to this form)
- Decision on Protest of Method, Solicitation or Award
 Decision on Debarment or Suspension
 Decision on Contract or Breach of Contract Controversy
(Excluding claims of money owed to or by the government)
Determination on Award not Stayed Pending Protest or Appeal

E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:

Jand B Modern Tech _____
Wang Bros. LLC _____
Decomo Pacific _____

PART IV- Form and Filing

In addition to this form, the Rules of Procedure for Procurement Appeals require the submission together with this form of additional information, including BUT NOT LIMITED TO:

1. A concise, logically arranged, and direct statement of the grounds for appeal;
2. A statement specifying the ruling requested;
3. Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for appeal unless not available within the filing time in which case the expected availability date shall be indicated.

Note: Please refer to 2 GAR § 12104 for the full text of filing requirements.

PART V- Declaration Re Court Action

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of Public Accountability will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of Public Accountability within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 19 day of Oct., 2021.

By: 
APPELLANT

or

By: _____
Appellant's Duly Authorized Representative
(Address)
(Phone No.)

Concise Statement

Bid was held on May 20, 2021. It was awarded to Docom@ on June 7, 2021. Then the Bid Status was made on July 1, 2021. But it was not emailed to my company. I was following up in June, July and August many times but no response about the status of the Bid. On Sept. 2, 2021, Ms. Gemataotao emailed me that it was an oversight on her part. I disagree, since everyday that you open your computer the Draft is showing on Red Words.

Please see Exhibits 1-6.

My main argument is Docomas offer is not designed, not compliance to the Intention and Background of the Bid for classrooms, offices, auditoriums

and other indoor spaces located in the College of Liberal Arts and Social Science. Please see Exhibit 7, catalog or and specs of Aura Air that specifies that it's only use or purpose is for home only. Please see Exhibit 8, our offer which is designed and ideal for use in offices, classrooms, conference rooms, daycares, restaurants, bathrooms, boats and locker rooms.

VOG did not adhere to several Guam Procurement laws. (Please Exhibit 9) The author of the bid are Ms. Emily Gumataog and Mr. John Del Castillo that are not Engineers, Architects, Designer and Draftsman for public contracts.

(Violation of Section 5266 Chapter 5, 56CA)

That is the reason why they select the

wrong product or purifier that does not served the purpose because they are not qualified to prepare and evaluate the bid. If the right people author the bid then there will be no protest.

Then, the other violation is the Buy American Act. Aura Air is made in Israel not in USA. I will reply to this issue within 7 days together with the \$25.00 fee. Please see review for Aura Air that indicated Trading Air Pollution for Noise Pollution in your home. (Exhibit 10)


I am requesting that the ruling provides that VOG procurement erred in the administration of Bid process consistent with the Guam Procurement laws. That VOG should take out or dismantle the wrong purifiers because it is a health hazards to

Students and workers and the public.

If UOG has still the funds to buy the right purifiers then they can solicit through the Daily RFQ without resorting to time consuming Bids because we are still in Emergency. If they do not have the funds then it is better not to have the wrong purifiers.

I am also requesting that all procurement staff of UOG undergo training or work session in order to improve their skills and knowledge on rules, laws governing procurement.

Dated: Oct. 19, 2021

Respectfully Submitted
by ~ 

Setfrey M Linsangan
Pro Se

June 7, 2021

DOCOMO PACIFIC
Eleonor B.U. Lujan-Toves
890 S. Marine Corps Drive
Tamuning, GU 96913
Email: Elujan-toves@docompacific.com

RE: NOTICE OF AWARD - UOG BID B21-10 "AIR PURIFIER SYSTEM and REPLACEMENT FILTERS"

Dear Sir/Madam:

This letter is to certify that **DOCOMO PACIFIC** is being awarded the University of Guam **BID B21-10**. As a result of our evaluation of the above referenced IFB a purchase order will be forthcoming.

A representative from the respective unit will be in contact with you upon issuance of the purchase order.

If you have any questions, please feel free to contact me at 735-2925 or email at uog.bids@triton.uog.edu.

Thank you and Congratulations!

Sincerely,


Emily G. Gumataotao
Supply Management Administrator

Please acknowledge receipt and return via email to uog.bids@triton.uog.edu.

(Please print name and sign)

(DATE)

cc: CLASS

T: +1 671.735.2925 F: +1 671.735.3010 W: www.uog.edu E: uog.bids@triton.uog.edu

Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.

5

Exh. 1

BID STATUS

July 1, 2021

Guam Pacific Enterprise Inc.
Sedfrey M. Lingsanga
President/Owner
Ph: 671-649-6994

Subject: **UOG Invitation for Bid No. B21-10, AIR PURIFIER SYSTEM and REPLACEMENT FILTERS**
Bid Open: May 20, 2021

- / / Cancelled (in its entirety), or partially cancelled due to:
- () Insufficient funds;
 - () Change of specifications; or
 - () Insufficient number of bidders
- /X/ Rejected due to:
- () Late submission of bid;
 - () No bid security or insufficient bid security amount submitted; as required by General Terms and Conditions;
 - () Not meeting the delivery requirement as stated in the IFB
 - () Non-conformance with the specifications
 - () Inability to provide future maintenance and services to the equipment;
 - High price; or
 - () Other:

/X/ Bid is recommended for award to: **Docomo Pacific, Inc.**


Emily G. Gumataotao
Supply Management Administrator

Please Acknowledge Receipt and email back to uog.bids@triton.uog.edu.

VENDOR

(Print name & signature) Date

T: +1 671.735.2925 F: +1 671.735.3010 W: www.uog.edu E: uog.bids@triton.uog.edu

Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.

6

Exh. 2

Bid 21-10

 **GPE INC** <guampacific@gmail.com>

Thu, 26 Aug, 16:19
(12 days ago)

To Emily

Hi Emily,

Please advise the status of Bid 21-10. We have not received any update so that we can pick up our Cashiers Check Bid bond if not favored.

Respectfully,
Sedfrey M. Linsangan
Guam Pacific Enterprise, Inc.
Tel: (671) 649-6994/7/8

7

Exh. 3

Bid Number 21-10

GPE INC <guampacific@gmail.com>

Mon, 30 Aug, 09:16
(8 days ago)

to Emily

Good morning Emily,
I was told last week that you will email me a notice regarding the award of the Air Purifier.
But up to now I have not received your email.

Hope you can email it today.

V.R.

Sedfrey M. Linsangan
Manager
Guam Pacific Enterprise, Inc.
Tel: (671) 649-6994/7/8

8

Exh. 4

e: B21-10 GUAM PACIFIC ENTERPRISE INC

Inbox

2 Sept 2021, 11:07 (5 days ago)

UOG Procurement Bids

to me, Procurement

Håfa Adai & Good Morning Sed,

Apologize for the delay and oversight on my part. I prepped the Bid Status as of July 1, 2021 and thought I had sent it out, but realized it was stuck in my drafts folder.

See bid status and copy of Notice of Award to winning bidder.

Hope you will still consider participating in future bids for the university.

Thank you & Stay safe!

Si Yu'os ma'åse' & Have a nice day!,



UNIVERSITY OF
GUAM
UNIBETSEDÁT GUÅHAN

Respectfully,

Emily G. Gumataotao

SUPPLY MANAGEMENT ADMINISTRATOR
PROCUREMENT | ADMIN & FINANCE

Office: 671-735-2925

Fax: 671-735-3010

uog.bids@triton.uog.edu

Exh. 5

Compose

Inbox 3,109

Starred

Snoozed

Important

Sent

Drafts 134

Categories

Social 1,519

Updates 9,523

Forums 19

Promotions 11,313

Personal 43

Statement of Account a...

Statement of Acct Sept. ...

TIME STATION 7,307

Meet

New meeting

Join a meeting

Hangouts

G GPE +

UOG Bid No, B21-10



GPE INC <guampacific@gmail.com>

to Emily, uogbids

Dear Procurement Team,

This is a Notice of Protest relative to the subject Bid number.

Respectfully,

Sedfrey M. Linsangan

President

Guam Pacific Enterprises Inc.

649-6997-8-4

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Guam Pacific Enterprise, Inc.

Tel: (671) 649-6994/7/8



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Reply

Reply to all

Forward

No recent chats

Start a new one

Exh. 6

10

Free USA delivery

Products ▾

Technology

Company



Shop ▾



AURA AIR

Up to 600 sq.ft | 55 sq.mr spaces

\$499.00

Quantity

1	+
	-

BUY NOW



14-day trial period



1-year warranty



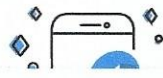
Free delivery. Arrives in 5 business days



Connects to Alexa or Google Assistant

Bundles

// Exh. 7



Products ▾

Technology

Company



Shop ▾

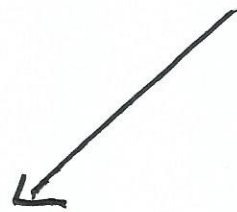


One Aura Air device
desinfects spaces
up to 600 sq.ft | 55
sq.mr

Smart control and
personalization
options using Aura
App

Connects to Alexa
or Google Assistant

Aura Air Specs



The professional pure air producer for your home, capturing and
disinfecting 99.9% of viruses, bacteria, VOCs and allergens.



IN THE BOX

PURIFICATION

DETECTION

Exh 7

DESIGN

Products ▾

Technology

Company



Shop ▾



Air exchanges per hour

2.5

Recommended room size

600 ft²/55 m²

Max noise level

64 dB

Battery

No

Wireles communication

WiFi

Connectivity

Alexa

Goggle Assistent

IFTTT

CERTIFICATIONS

APP

Manual

Reports

VISIT PRODUCT SUPPORT →

Exh 7

HALO·ROVE™

Commercial Air Purification System
By RGF Environmental



H₂O₂



UV Light



CFM

The HALO-ROVE™ Commercial Air Purification System

The HALO-ROVE™ utilizes RGF's patented Photohydroionization® (PHI-CELL®) technology to substantially reduce airborne and surface bacteria, viruses, odors, mold and VOCs (chemical odors). The HALO-ROVE™ is designed as a standalone, portable active air purifier capable of treating up to 1,000 square feet.



Why Use RGF's Photohydroionization® Technology?

Photohydroionization® (PHI) is an active air treatment technology. Active air treatment is the process of reducing air and surface contaminants by recreating safe, natural levels of hydrogen peroxide (H₂O₂) in occupied areas.

RGF's patented PHI-CELL® technology combines a photocatalytic process and a multiwavelength UV source to create active air purification. The combination of UV light and a hydrated quad-metallic catalyst drives a reaction that produces low level, airborne H₂O₂. RGF's PHI-CELL® air treatment systems are operating safely in over four million installations globally.



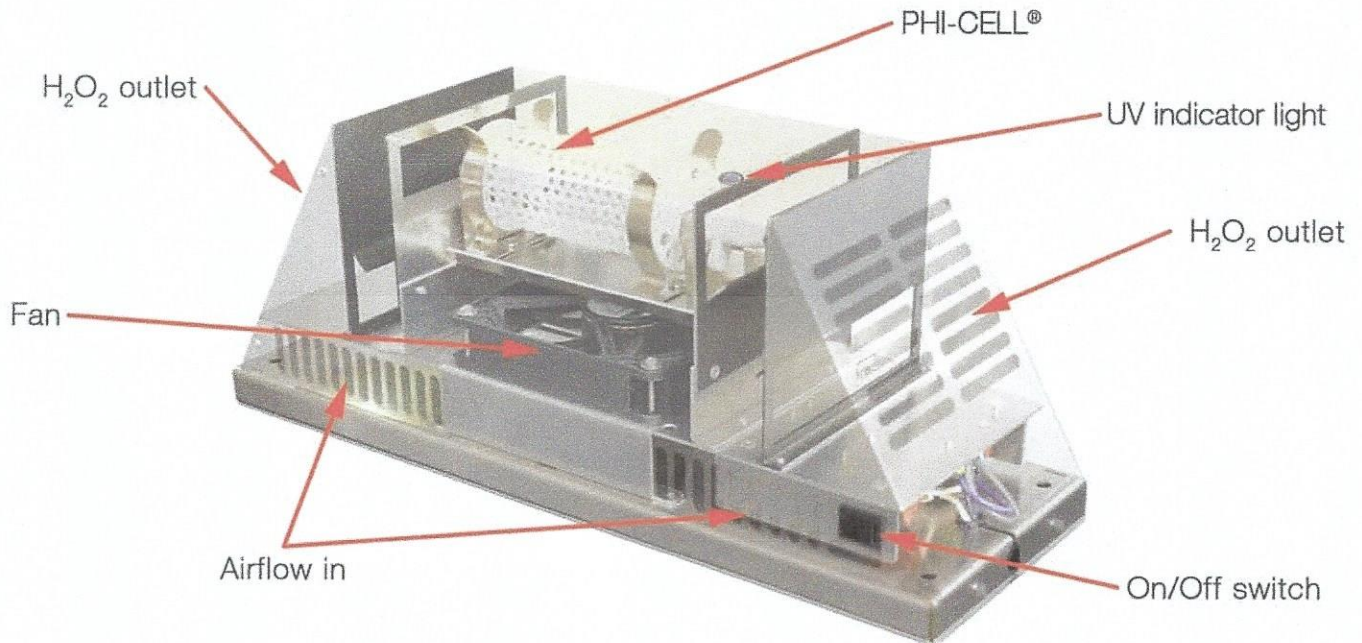
Scan to
learn more.

14

Exh. 8

HALO-ROVE™ – Commercial Air Purification System

The HALO-ROVE™ quietly circulates air around the space while creating and distributing low-level airborne hydrogen peroxide (H₂O₂). Testing shows significant reductions in viruses, bacteria, mold, and odor within minutes of operation, resulting in safe, clean air within the treated space.



Ideal for use in:

- Offices
- Classrooms
- Conference rooms
- Daycares
- Restaurants
- Bathrooms
- Boats
- Locker rooms

ITEM#	REPLACEMENT CELL	ELECTRICAL	WATTS	DIMENSIONS	SHIP WT.
CAPS-CMTR-120-R	PHIC-CAPS-CMTR	120 VAC	12	18"W x 6.25"H x 6.25"D	5 lbs.

- Materials: Stainless steel housing
- PHI-CELL® Replacement: Recommended after 18,000 – 25,000 hrs.
- Warranty: 1 year

15



DIVISIONS



ISO 9001:2015 CERTIFIED COMPANY

1101 West 13th Street (Port of Palm Beach Enterprise Zone) Riviera Beach, Florida 33404

www.rgf.com

Doc# SPEC-0550 Rev B

Exh. 8

PIP-MAX™

Portable Air Purification System
By RGF Environmental



Scan to
learn more.



UV Light



Pre-filter



H₂O₂



Ionization



CFM

Alternate Offer



The PIP-MAX™ portable air purification system utilizes RGF's patented REME-HALO® technology reducing air pollutants such as bacteria, microbials, viruses, mold smoke, and VOCs. Leveraging bi-polar ionization the PIP-MAX™ provides the added benefit of reducing airborne allergens, dust and particulates. Plugging directly into the existing wall outlet, the PIP-MAX™ can be installed in any room and offers an additional power outlet on the unit housing. Quickly and reliably resolve all your air quality issues with the portable PIP-MAX™ active air purification system.

FEATURES

- REME-HALO® technology
- Bi-polar ionization
- Easy installation
- Tamper proof
- Low maintenance
- High/Low Fan Switch
- Built-in electrical outlet
- 2 year warranty

APPLICATIONS

- Homes
- Hotel rooms
- Restaurants
- Public restrooms
- Smoking lounges
- Offices
- Locker rooms
- Schools / Colleges

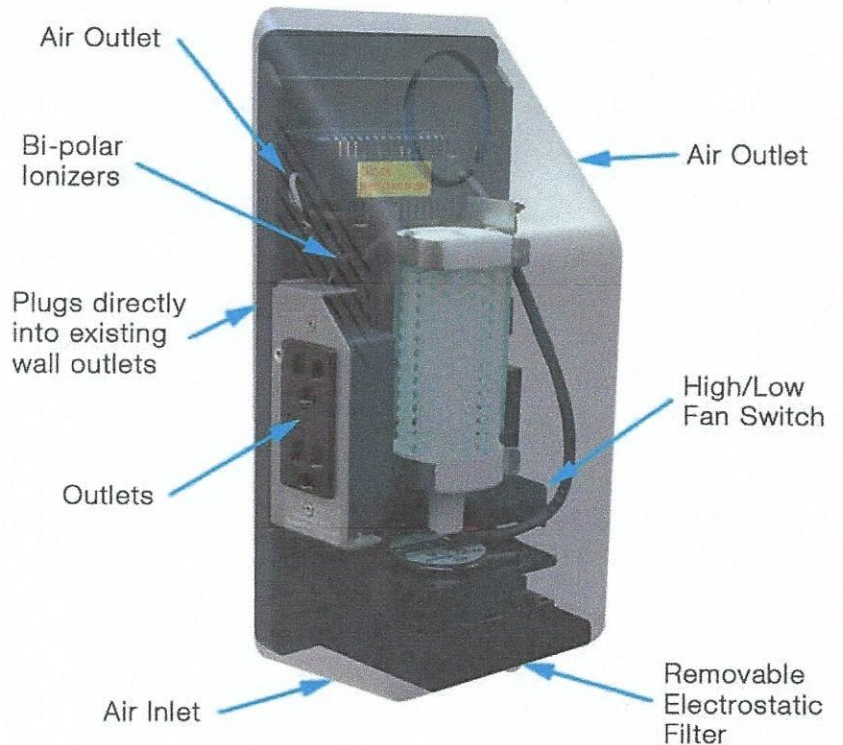
16

Exh. 8

PIP-MAX™ Portable Air Purification System

Why Use RGF's REME-HALO® Technology?

The PIP-MAX™ utilizes a PHI-CELL® to reduce bacteria, virus and odors in combination with an automatic, self-cleaning bi-polar ion generator to coagulate ultrafine airborne particles making them easier to remove from the air. Indoor air quality is greatly improved with the PIP-MAX™ installed in your home or business.



Model #	PIP-MAX
Dimensions	6.25"L x 3.75"D x 10"H
Electrical	110 VAC 50 watts
Controls	On / Off / Low / High
Weight	2 lbs.
Material	Aluminum / Polymers
Advanced Oxidation	Less than .04 ppm
Replacement PHI Cell	(1) PHIC-5A-PIP
Replacement Pre-filter	(1) FL-PIP-01
Coverage	Up to 800 sq ft.
Warranty	2 Years (U.S. only)



UV Light



Pre-filter



H₂O₂



Ionization



CFM

17

RGF
ENVIRONMENTAL GROUP, INC.

DIVISIONS

RGF ENVIRONMENTAL SYSTEMS

AFL

RGF-BioControls

Element Air

RGF China Division

RGF MARINE

Exh. 8

ISO 9001:2015 CERTIFIED COMPANY

1101 West 13th Street (Port of Palm Beach Enterprise Zone) Riviera Beach, Florida 33404

www.rgf.com

5 GCA GOVERNMENT OPERATIONS
CH. 5 GUAM PROCUREMENT LAW

informed of such within twenty-four (24) hours of such conviction.

(c) Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b).

(d) Any contractor found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-024:2 ((Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2006).

ARTICLE 4
SPECIFICATIONS

- § 5260. Definitions.
- § 5261. Duties of the Policy Office.
- § 5262. Duties of the Chief Procurement Officer and Director of Public Works.
- § 5263. Exempted Items.
- § 5264. Relationship With Using Agencies.
- § 5265. Maximum Practicable Competition.
- § 5266. Specifications Prepared by Architects and Engineers.
- § 5267. Publication of Source of Specifications.
- § 5268. Salient Features.
- § 5269. Purchase of Drugs by Generic Names.
- § 5270. Government to Purchase Drugs from Manufacturer.
- § 5271. Prescription of Drugs by Generic Name.

§ 5260. Definitions.

As used in this Chapter Specification means any description of the physical or functional characteristics, or of the nature of a supply,

18

Exh. 9

5 GCA GOVERNMENT OPERATIONS
CH. 5 GUAM PROCUREMENT LAW

service, or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

SOURCE: GC § 6965. MPC § 4-101.

§ 5261. Duties of the Policy Office.

The Policy Office shall promulgate regulations governing the preparation, maintenance, and content of specifications for supplies, services and construction required by the Territory.

SOURCE: GC § 6965.1. MPC § 4-202.

§ 5262. Duties of the Chief Procurement Officer and Director of Public Works.

(a) The Chief Procurement Officer shall prepare, issue, revise, maintain and monitor the use of specifications for supplies and services required by the Territory.

(b) The Director of Public Works shall prepare, issue, revise, maintain and monitor the use of specifications for construction required by the Territory.

SOURCE: GC § 6965.2. MPC § 4-202 modified.

COMMENT: This Section is changed to reflect the split between construction and other procurement.

§ 5263. Exempted Items.

→ Specifications for supplies, services or construction items procured under § 5120 of this Chapter, or exempted pursuant to § 5121 of this Chapter, may be prepared by a purchasing agency in accordance with the provisions of this Article and regulations promulgated hereunder.

SOURCE: GC § 6965.3. MPC § 4-203.

§ 5264. Relationship With Using Agencies.

The Chief Procurement Officer and the Director of Public Works shall obtain expert advice and assistance from personnel of Using Agencies in the development of specifications and may delegate in writing to a using agency the authority to prepare and utilize its own specifications.

SOURCE: GC § 6965.4. MPC § 4-204.

19

75

Exh-9

§ 5265. Maximum Practicable Competition.

All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the Territory's needs, and shall not be unduly restrictive.

SOURCE: GC § 6965.5. MPC § 4-205.



§ 5266. Specifications Prepared by Architects and Engineers.

The requirements of this Article regarding the purposes and nonrestrictiveness of specifications shall apply to all specifications, including, but not limited to, those prepared by architects, engineers, designers and draftsmen for public contracts.

SOURCE: GC § 6965.6. MPC § 4-206.



§ 5267. Publication of Source of Specifications.

The specifications contained in any invitation for bids or request for proposals, and any amendment thereto, for the procurement of supplies shall identify the person responsible for drafting the specifications and any persons, technical literature or manufacturer's brochures relied upon by the responsible person in drafting the specifications.

SOURCE: GC § 6965.7 added by P.L. 18-044:21 (Nov. 14, 1986).



§ 5268. Salient Features.

(a) Specifications shall not include requirements, such as but not limited to restrictive dimensions, weights or materials, which unnecessarily restrict competition, and shall include only the essential physical characteristics and functions required to meet the Territory's minimum needs.



(b) Purchase descriptions shall not specify a product having features which are peculiar to the products of one manufacturer, producer or distributor unless it has been determined in writing by the Director of the using agency that those particular features are essential to its requirements and specifying the reason that similar products lacking those features would not meet minimum requirements for the item.

Exh. 9

5 GCA GOVERNMENT OPERATIONS
CH. 5 GUAM PROCUREMENT LAW

→ (c) Purchase descriptions shall describe the salient technical requirements or desired performance characteristics of supplies or services to be procured without including restrictions which do not significantly affect the technical requirements or performance characteristics.

SOURCE: GC § 6565.8 added by P.L. 18-044:22 (Nov. 14, 1986).

§ 5269. Purchase of Drugs by Generic Names.

As used in § 5257 through § 5259 of this Article, generic drug means the chemical or generic name, as determined by the United States Adopted Names (USAN) and accepted by the Federal Food & Drug Administration (FDA), of those drug products having the same active chemical ingredients.

SOURCE: GC § 6600.4 added by P.L. 16-040:1 (Sept. 25, 1981); P.L. 16-124:2 (Dec. 30, 1982) renumbered this section as GC § 6965.7. Codified by the Compiler as 5 GCA § 5269.

§ 5270. Government to Purchase Drugs from Manufacturer.

Whenever possible, the Department of Administration, the Department of Public Health and Social Services, the Guam Memorial Hospital Authority, the Guam Behavioral Health and Wellness Center, and the Department of Education shall purchase drugs, generic or otherwise, directly from the manufacturer so as to ensure and maximize economy.

SOURCE: GC § 6600.5 added by P.L. 16-040:1 (Sept. 25, 1981); P.L. 16-124:2 (Dec. 30, 1982) renumbered this section as GC § 6965.8. Codified by the Compiler as 5 GCA § 5270.. Amended by P.L. 30-175:2 (July 16, 2010).

2009 NOTE: P.L. 28-045:10 (June 6, 2005) changed the name of the Department of Education to the Guam Public School System. P.L. 30-050:2 (July 14, 2009) reverted the name of the Guam Public School System to the Department of Education.

2013 NOTE: P.L. 32-024:2 (May 6, 2013) renamed the Department of Mental Health & Substance Abuse to the Guam Behavioral Health and Wellness Center. Reference to the Department of Mental Health & Substance Abuse changed to Guam Behavioral Health and Wellness Center pursuant to P.L. 32-024:4.

§ 5271. Prescription of Drugs by Generic Names.

21

Exh. 9

REVIEW (/REVIEWS)

Aura Air review: Trades air pollution for noise pollution



This wall-mounted air purifier boasts some great technology, but it's much too loud for us to recommend with any enthusiasm.

(<https://www.facebook.com/sharer/sharer.php?u=https%3A%2F%2Fwww.techhive.com%2Farticle%2F3620412%2Faura-air-review.html>)

(<https://twitter.com/intent/tweet?url=https%3A%2F%2Fwww.techhive.com%2Farticle%2F3620412%2Faura-air-review.html&via=TechHive&text=Aura+Air+review%3A+Trades+air+pollution+for+noise+pollution+>)

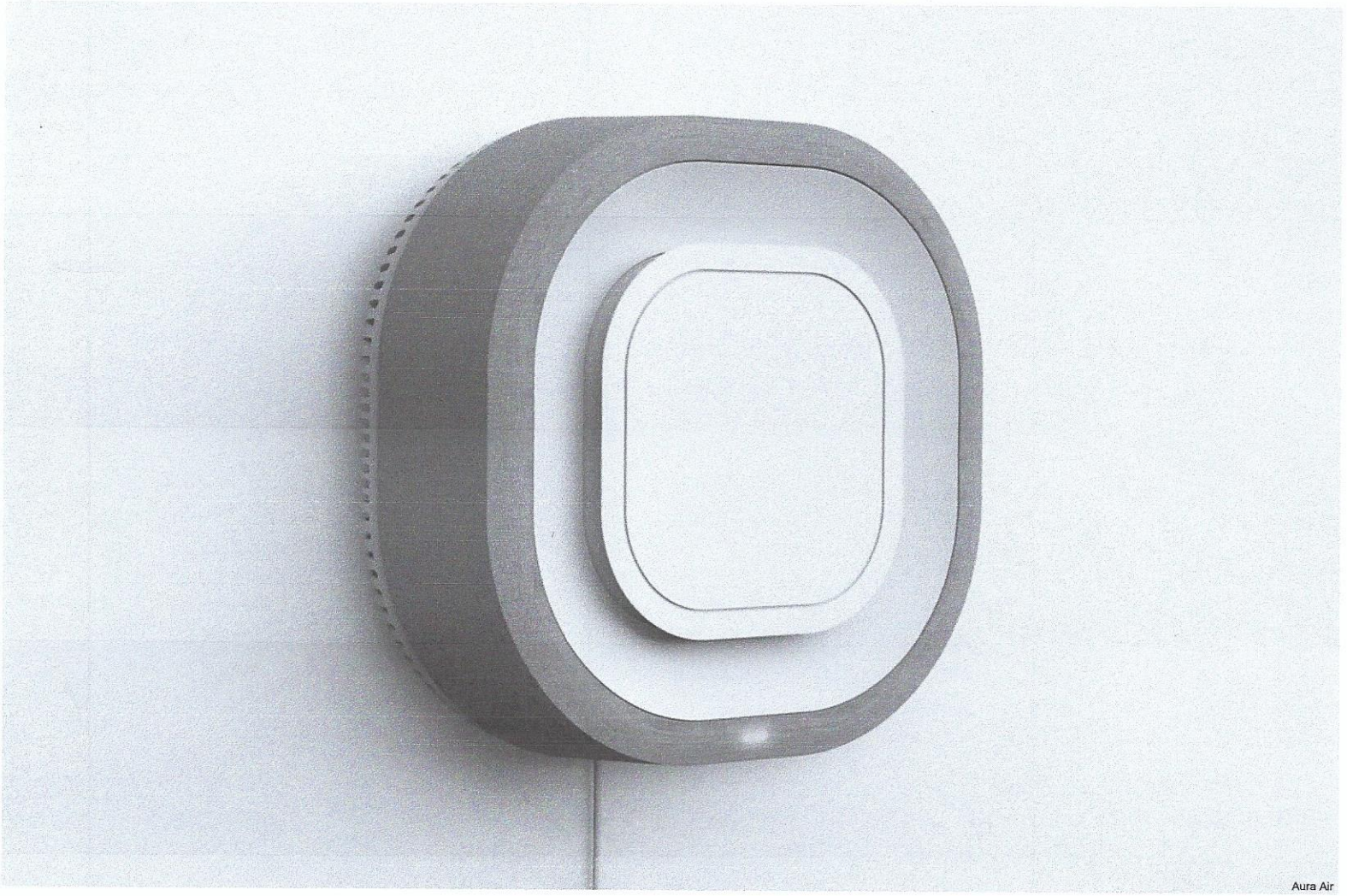
(<http://www.linkedin.com/shareArticle?url=https%3A%2F%2Fwww.techhive.com%2Farticle%2F3620412%2Faura-air-review.html&title=Aura+Air+review%3A+Trades+air+pollution+for+noise+pollution+>)

(<http://reddit.com/submit?url=https%3A%2F%2Fwww.techhive.com%2Farticle%2F3620412%2Faura-air-review.html&title=Aura+Air+review%3A+Trades+air+pollution+for+noise+pollution+>)

(<mailto:?Subject=Aura Air review: Trades air pollution for noise pollution&Body=Check%20out%20this%20article%20from%20TechHive%3A%20https%3A%2F%2Fwww.techhive.com%2Farticle%2F3620412%2Faura-air-review.html>)

(/author/Michael-Brown/) By Michael Brown (/author/Michael-Brown/)

Executive Editor, TechHive
MAY 31, 2021 3:00 AM PDT



Aura Air

TODAY'S BEST TECH DEALS

Picked by TechHive's Editors

22

Exh. 10



Start streaming in 4K HDR with the Roku Ultra LT for \$49 ([/article/3633176/start-streaming-in-4k-hdr-with-the-roku-ultra-lt-for-49.html](https://www.techhive.com/article/3633176/start-streaming-in-4k-hdr-with-the-roku-ultra-lt-for-49.html))

[/article/3633176/start-streaming-in-4k-hdr-with-the-roku-ultra-lt-for-49.html](https://www.techhive.com/article/3633176/start-streaming-in-4k-hdr-with-the-roku-ultra-lt-for-49.html))

[streaming-in-4k-hdr-with-the-roku-ultra-lt-for-49.html](https://www.techhive.com/article/3633176/start-streaming-in-4k-hdr-with-the-roku-ultra-lt-for-49.html))



Never lose anything with Samsung's Bluetooth tracker for \$20 (<https://www.pcworld.com/article/3632946/never-lose-anything-with-samsungs-bluetooth-tracker-for-20.html>)

<https://www.pcworld.com/article/3632946/never-lose-anything-with-samsungs-bluetooth-tracker-for-20.html>)



Get Anker's Eufy 15C robovac for \$140 after a massive 44% discount ([/article/3632981/get-ankers-eufy-15c-robovac-for-140-after-a-massive-44-discount.html](https://www.techhive.com/article/3632981/get-ankers-eufy-15c-robovac-for-140-after-a-massive-44-discount.html))

[/article/3632981/get-ankers-eufy-15c-robovac-for-140-after-a-massive-44-discount.html](https://www.techhive.com/article/3632981/get-ankers-eufy-15c-robovac-for-140-after-a-massive-44-discount.html))

[eufy-15c-robovac-for-140-after-a-massive-44-discount.html](https://www.techhive.com/article/3632981/get-ankers-eufy-15c-robovac-for-140-after-a-massive-44-discount.html))



Save \$65 on Samsung's noise-cancelling AirPod rivals ([/article/3633190/save-65-on-samsungs-noise-cancelling-airpod-rivals.html](https://www.techhive.com/article/3633190/save-65-on-samsungs-noise-cancelling-airpod-rivals.html))

[/article/3633190/save-65-on-samsungs-noise-cancelling-airpod-rivals.html](https://www.techhive.com/article/3633190/save-65-on-samsungs-noise-cancelling-airpod-rivals.html))

[samsungs-noise-cancelling-airpod-rivals.html](https://www.techhive.com/article/3633190/save-65-on-samsungs-noise-cancelling-airpod-rivals.html))

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AT A GLANCE

Aura Air

\$499.00 (https://go.redirectingat.com/?id=111346X1569484&url=https%3A%2F%2Fauraair.io%2Fproducts%2Faura-air&sref=https%3A%2F%2Fwww.techhive.com%2Farticle%2F3620412%2Faura-air-review.html&xcust=US_003_3620412_001_1445487_web|xid:fr1631772049328cih)

See It
(https://go.redirectingat.com/?id=111346X1569484&url=https%3A%2F%2Fauraair.io%2Fproducts%2Faura-air&sref=https%3A%2F%2Fwww.techhive.com%2Farticle%2F3620412%2Faura-air-review.html&xcust=US_003_3620412_001_1445487_web|xid:fr1631772049328cih)
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on Aura Air (https://go.redirectingat.com/?id=111346X1569484&url=https%3A%2F%2Fauraair.io%2Fproducts%2Faura-air&sref=https%3A%2F%2Fwww.techhive.com%2Farticle%2F3620412%2Faura-air-review.html&xcust=US_003_3620412_001_1445487_web|xid:fr1631772049328cih)

The Aura Air air purifier takes a decidedly different approach to scrubbing your home air of airborne pollutants and odors. Unlike competing products that typically sit on the floor, the Aura Air mounts to your wall. And rather than filter air by pulling it through one side of a square or rectangular filter and exhausting out the other, the Aura Air sucks air through a circular filter and exhausts it in *all* directions.

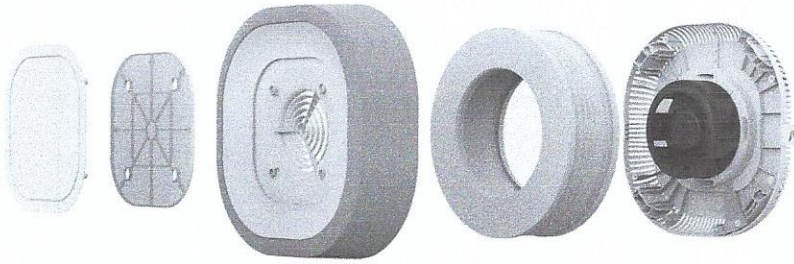
It sounds like a great idea, and the Aura Air does have several strong features. The problem is that it trades air pollution for noise pollution: It's extremely loud, even at its quietest setting.

This review is part of TechHive's coverage of [the best air purifiers](https://www.techhive.com/article/3619524/best-air-purifiers.html) (<https://www.techhive.com/article/3619524/best-air-purifiers.html>), where you'll find reviews of the competition's offerings, plus a buyer's guide to the features you should consider when shopping for this type of product.

A fan at the back of the Aura Air draws air through an intake at the front, where a polymer mesh pre-filter traps large airborne particles such as dust and pollen. The air then passes through a round filter—Aura calls it the Ray Filter—which consists of three layers: a HEPA filter, an activated carbon filter to absorb odors, and a cotton fabric filter impregnated with copper oxide to destroy bacteria and neutralize viruses, fungus, and mold.

23

EXH 10

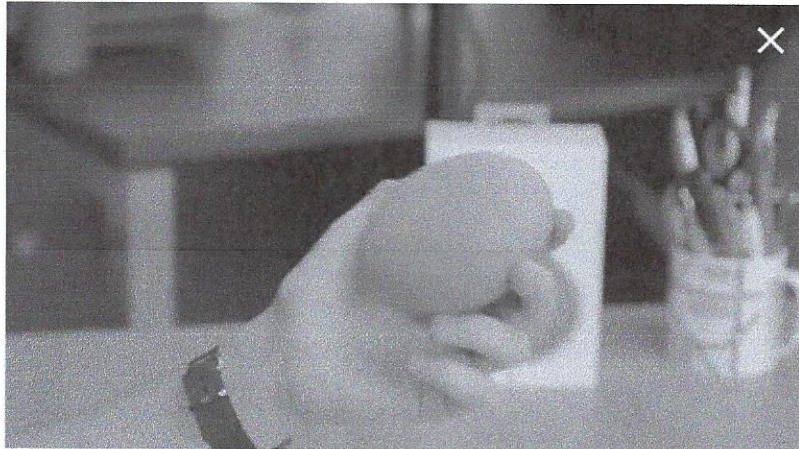


(https://images.idgesg.net/images/article/2021/05/aura-air_product_02-100890405-orig.jpg?auto=webp)

Aura Air

This exploded view of the Aura Air shows its washable pre-filter and disposable, three-layer Ray Filter.

Aura says an ultraviolet-C (UVC) LED inside the Aura Air kills bacteria, viruses, and parasites that get trapped in the Ray Filter filter, and the FDA concurs that UVC light is effective for this purpose, although [this document \(https://www.fda.gov/medical-devices/coronavirus-covid-19-and-medical-devices/uv-lights-and-lamps-ultraviolet-c-radiation-disinfection-and-coronavirus\)](https://www.fda.gov/medical-devices/coronavirus-covid-19-and-medical-devices/uv-lights-and-lamps-ultraviolet-c-radiation-disinfection-and-coronavirus) reports that as of February 1, 2021, “there is limited published data about the wavelength, dose, and duration of UVC radiation required to inactivate the SARS-CoV-2 virus;” that’s the virus that causes COVID-19 disease. Finally, bipolar ionization technology creates positively and negatively charged oxygen ions that can remove airborne pollutants. Where ionizer-based air purifiers can produce high levels of ozone, Aura says its device produces very low levels of that harmful molecule.



[Further reading: [The best indoor air-quality monitors](https://www.techhive.com/article/3356448/best-indoor-air-quality-monitor.html)] (<https://www.techhive.com/article/3356448/best-indoor-air-quality-monitor.html>)

I asked the company to provide CADR (Clean Air Delivery Rate) numbers for tobacco, cooking, and fireplace smoke; for dust; and for pollen, but a representative provided only a single “estimated” CADR of 203, with the qualifications that “this is still being tested” and that the unit’s “max air flow is 350m³ per hour.”

Table of Contents

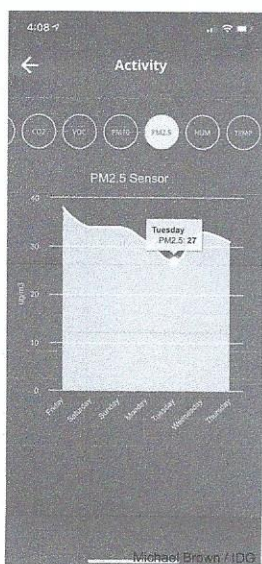
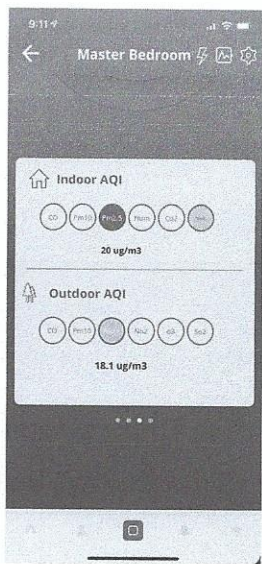
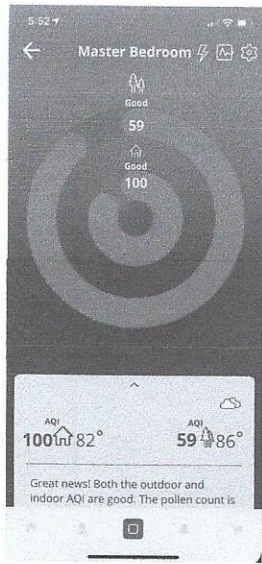


The Aura Air app

(<https://images.idgesg.net/images/article/2021/05/aura-awair-app-100890420-orig.jpg?auto=webp>)

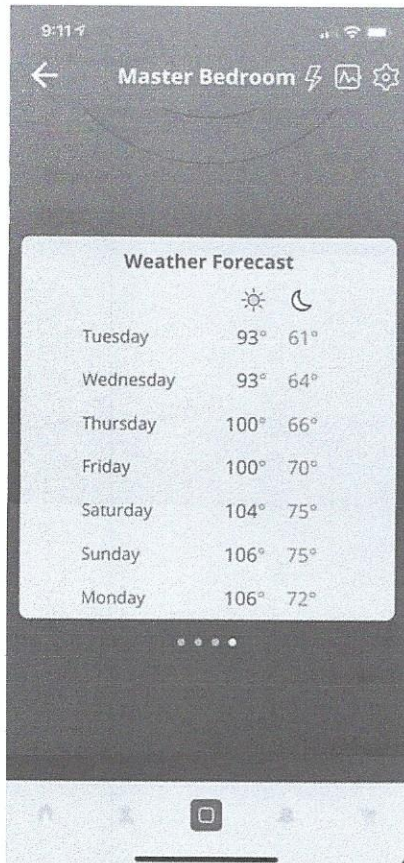
24

Exh. 10



The Aura Air app has its quirks, but it does a very good job of informing you of the air quality inside and around your home.

A collection of sensors inside the Aura Air monitor the quality of air in the room in which it's installed, and the air purifier uses this information to determine how hard it needs to work. Once you connect the device to your Wi-Fi network, this information is also reported to the Aura Air app on your mobile device (the app is available for Android and iOS). The app is generally well designed, apart from the fact that it presents virtually no useful information on its homepage. It displays a thumbnail image of the air filter with the remaining lifespan of the Ray Filter beneath that. You must drill down into the app to get any more useful information.



(<https://images.idgesg.net/images/article/2021/05/aura-air-app-1-100890415-orig.jpg?auto=compress>)

The Aura Air app has an odd way of presenting weather forecasts. This screenshot was taken on a Thursday afternoon, so why does the forecast start on Tuesday? And is that the Tuesday past or the Tuesday to come?

Exh. 10

25

Tapping on the thumbnail displays a circular chart that reports indoor and outdoor air quality indexes (AQIs). Indoor AQI is based on the levels of carbon monoxide (CO), carbon dioxide (CO²), PM2.5 (particulate matter in the 2.5 micron range), PM10 (particulate matter in the 10 micron range), and volatile organic compounds (VOCs).

The outdoor AQI is based on the EPA's national air quality standards and reports on the same pollutants as the indoor AQI, plus the levels of nitrogen oxide (NO²), ozone (O³), and sulfur dioxide (SO²). Both indexes scale from 0 (excellent) to 500 (hazardous). The app provides helpful descriptions of these pollutants, including their impact on human health.

Michael Brown / IDG

Swiping left in the app brings up banal health-maintenance recommendations in six categories (general, allergies, heart, grass, dust, and graminales—that last one being order of flowering grasses).

In the "general" category, for example, the app suggests "refraining from exposure to heavy traffic, smoke, busy roads, polluting factories would be best for your long-term health." The "heart" recommendation, meanwhile, duplicates this advice, adding only that you should "ensure personal medication is readily available and seek medical advice, if necessary." Clicking on "allergens" delivered a terse "No info," "grass" displayed a five-element line graph labeled "very high," "dust" showed a similar graph labeled "very low," and "germinales" simply said "off season."

OUR TOP PICK



(<https://www.techhive.com/article/3610716/nuwave-oxypure-smart-air-purifier-review.html>)

NuWave OxyPure Smart Air Purifier (<https://www.techhive.com/article/3610716/nuwave-oxypure-smart-air-purifier-review.html>)

(<https://www.techhive.com/article/3610716/nuwave-oxypure-smart-air-purifier-review.html>)

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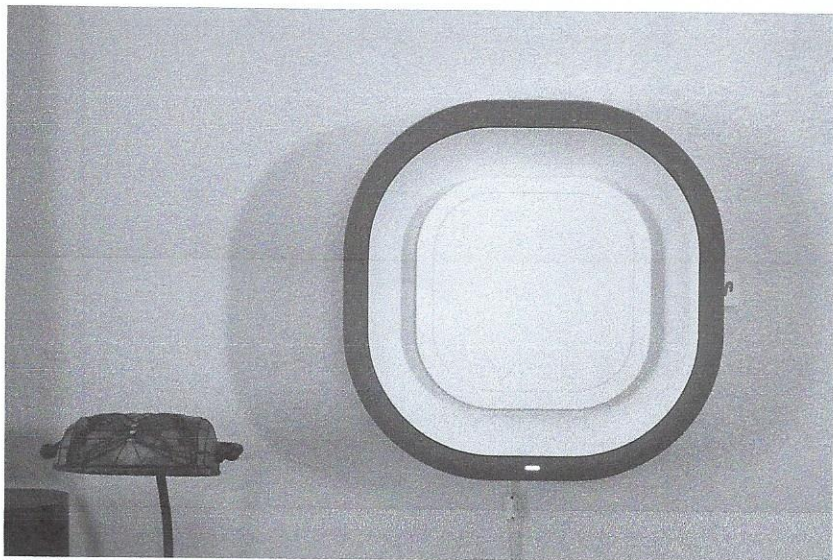
\$599.99 (<http://buy.geni.us/Proxy.ashx?>

TSID=14157&GR_URL=https%3A%2F%2Fwww.amazon.com%2Fdp%2FB07QPW9HL6%3Ftag%3Dtechhivecom-20%26linkCode%3Dogi%26th%3D1%26psc%3D1%26ascsubtag%3DUS-003-3620412-005-1445200-web-20)

See It ([Http://Buy.Geni.U/Proxy.Ashx?TSID=14157&GR_URL=https%3A%2F%2Fwww.Amazon.Com%2Fdp%2FB07QPW9HL6%3Ftag%3Dtechhivecom-20%26linkCode%3Dogi%26th%3D1%26psc%3D1%26ascsubtag%3DUS-003-3620412-005-1445200-Web-20](http://Buy.Geni.U/Proxy.Ashx?TSID=14157&GR_URL=https%3A%2F%2Fwww.Amazon.Com%2Fdp%2FB07QPW9HL6%3Ftag%3Dtechhivecom-20%26linkCode%3Dogi%26th%3D1%26psc%3D1%26ascsubtag%3DUS-003-3620412-005-1445200-Web-20))

on Amazon (Prime Eligible) (http://buy.geni.us/Proxy.ashx?TSID=14157&GR_URL=https%3A%2F%2Fwww.amazon.com%2Fdp%2FB07QPW9HL6%3Ftag%3Dtechhivecom-20%26linkCode%3Dogi%26th%3D1%26psc%3D1%26ascsubtag%3DUS-003-3620412-005-1445200-web-20)

Another swipe left brings up much more useful information from the Aura Air's own sensors: Precise levels of the airborne pollutants that comprise the indoor and outdoor AQI indexes. You can tap on any of these outdoor stats to get a precise reading, but doing this with the indoor stats displays the reading for just a second or two before switching back to VOC levels. I suspect this is a bug in the app, but it's not a particularly annoying one.



(<https://images.idgesg.net/images/article/2021/05/aura-air-front-100890407-orig.jpg?auto=webp>) IDG

Exh. 10

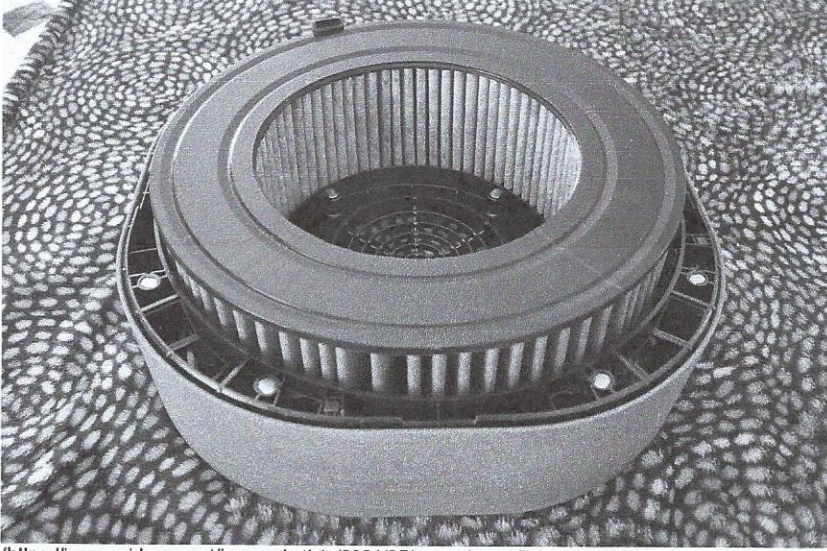
26

The Aura Air lends a whole new meaning to the term “wall wart” (and there’s a big one at the end of the power cord, too).

A final swipe left brings up a very simple and oddly organized weekly weather forecast. Looking at it on a Thursday afternoon, the forecast started with Tuesday’s weather and ended with Monday’s (only the forecast high and low temperatures are reported).

The Aura Air can operate in four modes: silent, low, high, and auto. I used the auto setting for most of this review, which automatically changes operating modes according to the registered indoor AQI. Because the device is so loud, I also enabled night mode. Set the times you typically go to bed and wake up and the Aura Air will turn off its LED indicator and run as quietly as it’s able—which is not all that quiet.

I used the Audiobel app on my iPhone 12 to measure the ambient noise level. I used my 350-square-foot master bedroom as the test space (the Aura Air is rated for a maximum room size of 600 square feet). Audiobel reported ambient noise level four feet from the wall where device would operate to be 39dB.



<https://images.idgesg.net/images/article/2021/05/aura-air-ray-filter-100890410-orig.jpg?auto=webp>

The Aura Air’s Ray Filter looks just like the one you’ll find under the hood of your car.

With the air purifier in auto mode and reporting air quality as “good” (specifically, an AQI of 100 on its 500-point scale, with lower numbers being better), noise levels increased to 48dB. It got even louder when I manually set it on high: 53dB. I unplugged the appliance and waited until the next day to bring a Coway Airmega 250 air purifier into the room, placing it on the floor at the same location (we’ll have a review of Coway’s new product soon).

Exh. 10

27



(<https://images.idgesg.net/images/article/2021/01/aura-air-app-settings-100890417-orig.jpg?auto=webp>)

The app will send you an alert when its polymer-mesh pre-filter should be washed and when its disposable Ray Filter should be replaced (every six months at a cost of \$79).

The Airmega doesn't have an app, but it does have onboard sensors that measure air quality and control its fan speed accordingly. When I measured the Airmega 250's noise level while operating in its auto mode, the meter registered just 39.3dB—almost no change from the ambient level. I needed to put my hand over its vent to confirm that it was still running. When I reported my noise level readings to Aura, a company representative responded that they were “completely normal and meet all sound regulations/standards.”

Bottom line

The Aura Air is an effective air purifier with proven technology for destroying bacteria and viruses that might be present in your home's air. On the downside, it can be exceedingly loud as it goes about that task. And while it boasts an attractive industrial design on its own, it's just about impossible to blend into your home's décor; plus, there's the issue of the dangling power cord to deal with (it's worth noting that most of the photos on Aura's website show no cord at all).

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AT A GLANCE

Aura Air

\$499.00 (https://go.redirectingat.com/?id=111346X1569484&url=https%3A%2F%2Fauraair.io%2Fproducts%2Faura-air&sref=https%3A%2F%2Fwww.techhive.com%2Farticle%2F3620412%2Faura-air-review.html&xcust=US_003_3620412_002_1445487_web|xid:fr1631772049328ehb)

Exh. 10

28

See It
(<https://Go.Id=111346>)



Jerrick Hernandez <jhernandez@guamopa.com>

Fwd: UOG Protest Decision for GPE's September 7, 2021 Protest

GPE INC <guampacific@gmail.com>
To: Jerrick Hernandez <jhernandez@guamopa.com>

Tue, Oct 19, 2021 at 4:39 PM

Please see protest decision by UOG and confirm receipt of this email.

Thank you,
Sed

----- Forwarded message -----

From: **Camacho, Anthony** <arcamacho@triton.uog.edu>
Date: Mon, 18 Oct 2021 at 14:56
Subject: UOG Protest Decision for GPE's September 7, 2021 Protest
To: GPE INC <guampacific@gmail.com>

Dear Mr. Linsangan,

Attached herein is UOG's Protest Decision for your September 7, 2021 Protest concerning UOG-IFB-21-10 (Air Purifier System and Replacement Filters).

Sincerely,


Anthony R. Camacho, Esq.
UOG General Counsel

--

Guam Pacific Enterprise, Inc.
Tel: (671) 649-6994/7/8



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 **Protest Decision for Sept. 7, 2021 Protest Regarding UOG-IFB-21-10 (Air Purifier System and Replacement Filters).pdf**
501K



October 18, 2021

Sedfrey Linsangan
President, Guam Pacific Enterprises, Inc.
Email: guampacific@gmail.com

RE: Protest Decision for September 7, 2021 Protest regarding UOG-IFB-21-10 (Air Purifier System and Replacement Filters)

Dear Mr. Linsangan:

In accordance with Section 9.2.1, University of Guam's Procurement Regulations (UOGPR), I have reviewed your Protest dated September 7, 2021 regarding UOG-IFB-21-10 (Air Purifier System and Replacement Filters) (IFB) and the Notice of Appeal you filed on September 16, 2021 for *In the Matter of Guam Pacific Enterprises, Inc.*, OPA-PA-21-006 (Office of Public Accountability) which was subsequently dismissed without prejudice by Public Auditor on October 4, 2021. In your notice of appeal, you raised the following issues concerning the IFB: (1) The specs of Docomo's offer does not comply with the intention and background as provided in Exhibit A of the bid (page 20) because the offer was specifically for home and not classrooms; (2) The offer that was favored was made in Israel not USA and UOG should be buying American made for federal funding projects to comply with the Buy American Act; (3) UOG violates the provisions in Instruction 12, Method of Award because the product they approved does not conform for class rooms use but only for homes, and it is not in the public interest that UOG will buy or award the bid that does not serve its purpose, see page 5 of the bid document Method of Award; and (4) UOG is the only one charging \$25 for Bid Documents in PDF file and all agencies do not charge \$25 if bidders download the file. The following constitutes UOG's decision for each of these issues.

1. There is no merit to Guam Pacific Enterprises, Inc.'s (GPE) allegation that the specs of Docomo's offer does not comply with the intention and background Exhibit A on page 20 of the IFB. The background portion of Exhibit A on page 20 of the IFB states: "The University of Guam (UOG) is requesting proposals from vendors to provide Air Purifier System and Replacement Filters to detect, disinfect, and purify contaminated air in various classrooms, offices, auditoriums, and other indoor spaces located in the College of Liberal Arts and Social Sciences (CLASS) buildings." It appears that GPE is interpreting this language to mean that the Air Purifier Systems and Replacement Filters must be made specifically for use in classrooms. However, this interpretation is not supported by the IFB. Paragraph 1 of the IFB's General Terms and Conditions on page 7 of the IFB states: "Bidder should comply with specifications outlined." Hence, the bidders were required to comply with the IFB's specifications for the Air Purifier System and Replacement Filters. Those specifications were outlined in Exhibit A on page 20 of the IFB and the specifications do not contain a requirement that the Air Purifier System and Replacement Filters

must be made specifically for classrooms. In fact, the background language of Exhibit A of the IFB, quoted above, specifically states that the Air Purifier System and Replacement Filters would be for offices, auditoriums, and other indoor spaces located in the College of Liberal Arts and Social Sciences (CLASS) buildings. Hence, there was no intention that the Air Purifier System and Replacement Filters would be used solely in classrooms, nor was there a specification that the Air Purifier System and Replacement Filters being solicited must be specifically designed for classrooms. Therefore, based on the foregoing, there is no merit to GPE's allegation that the specs of Docomo's offer does not comply with the intention and background Exhibit A on page 20 of the IFB.

2. There is no merit to GPE's allegation that UOG violated the Buy American Act by awarding the IFB Contract to Docomo. Generally, The Buy American Act of 1933 is a federal law that requires **Federal agencies** to procure domestic materials and products (Bold Emphasis added) if the procurement is intended for public use within the United States, and the items to be procured or the materials from which they are manufactured must be present in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. 41 U.S.C. §8301 and §8302(a)(1). Here, UOG is a public corporation of the Government of Guam and not a Federal agency. 17 G.C.A. §16101. Hence, contracts awarded by UOG under Federal grant programs, such as the contract awarded by the IFB, are not covered by the Buy American Act unless authorizing statutes explicitly provide for application of the act.

The federal grant funding UOG's purchase of air purifier systems and replacement filters from Docomo does not explicitly provide for the application of the Buy American Act of 1933. The Coronavirus Aid, Relief, and Economic Security Act or CARES Act, was enacted by the U.S. Government on March 27th, 2020 and allotted \$2.2 trillion to provide fast and direct economic aid to the American people negatively impacted by the COVID-19 pandemic. Of that money, approximately \$14 billion was given to the U.S. Department of Education's Office of Postsecondary Education as the Higher Education Emergency Relief Fund, or HEERF. On December 27, 2020 the Coronavirus Response and Relief Supplemental Appropriations Act was enacted by the U.S. Government and made an additional \$21.2 billion available to higher education institutions to ensure learning continues for students during the COVID-19 pandemic as HEERF II. The American Rescue Plan Act was enacted by the U.S. Government on March 11, 2021, awarding an additional \$40 billion which will be available through September 30, 2023 as HEERF III. UOG received portions of HEERF, HEERF II, and HEERF III and these federal grants were used to fund the IFB Contract UOG awarded to Docomo. To obtain the federal funds, UOG had to sign a Recipient's Certification and Agreement for an Award for each of the federal grant awards from HEERF thru HEERF III and copies of said agreements are attached herein as Exhibits A, B, and C. These agreements define UOG's obligations and requirements to receive the federal funds and a review of these agreements show that none of them make the Buy American Act of 1933 applicable to the HEERF funds or to UOG's IFB Contract to Docomo. Therefore, based on the foregoing, there is no merit to GPE's allegation that UOG violated the Buy American Act by awarding the IFB Contract to Docomo.

3. There is no merit to GPE's allegation that UOG violated Instruction 12 on page 5 of the IFB because Docomo bid products that do not conform for classrooms use but only for homes. Instruction 12 on page 5 of the IFB states:

“12. METHOD OF AWARD: Bid shall be awarded to the [x] lowest, [] highest, responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. A responsible bidder is one who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. A responsive bidder is one who has submitted a bid which conforms in all material respects to the Invitation for Bids. The University reserves the right to waive any minor information of irregularity in Bids received. The President shall have the authority to award or reject Bids, in whole or in part for any one or more items if he determines it is in the public interest.

Award issued to the [x] lowest, [] highest, responsible and responsive bidder within the specified time for acceptance as indicated in the Bid, results in a binding contract without further action by either party provided the successful bidder executes a formal contract with the University. In case of any error in the extension of prices, unit price will govern. It is the policy of the Government of Guam to award Bids to qualified local vendors.”

As stated in paragraph 1 above, UOG had no intention that the Air Purifier System and Replacement Filters that the IFB solicited for, would be used solely in classrooms, nor was there a specification in the IFB that the Air Purifier System and Replacement Filters being solicited must be specifically designed for classrooms. Further, as stated above, Instruction 12 on page 5 of the IFB requires UOG to award the bid to the lowest, responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB. Here, UOG complied with this instruction by awarding the IFB contract to Docomo because Docomo submitted the lowest bid, because it is a responsible and responsive bidder, and because its bid meets the requirements and criteria set forth in the IFB for the Air Purifier System and Replacement Filters. Therefore, based on the foregoing, there is no merit to GPE’s allegation that UOG violated Instruction 12 on page 5 of the IFB because Docomo bid products that do not conform for classrooms use but only for homes.

4. GPE’s allegation that UOG is charging \$25 is untimely and shall not be considered. Generally, a protest shall be made in writing to the University’s President and shall be filed in duplicate within fourteen (14) working days after the protestor knows or should have known of the facts giving rise thereto and a protest is considered filed when received by the University’s President. Section 9.2.3.1, University of Guam’s Procurement Regulations (“UOGPR”). Protests filed after the fourteen (14) working day period shall not be considered. Id. Here, the IFB was issued on April 26, 2021, and a true and correct copy of UOG’s invoice for GPE’s \$25 payment for the IFB package is attached herein as Exhibit D. Said invoice states that GPE paid \$25 for a digital copy of the IFB’s bid packet on May 11, 2021. GPE did not file its protest until September 7, 2021 which is more than fourteen (14) working days after GPE knew or should have known that it paid \$25 for the IFB package. Therefore, due to GPE’s protest concerning the allegation that UOG charged \$25 for the IFB’s bid packet being untimely, it shall not be considered.

Accordingly, GPE’s September 7, 2021 Protest concerning the IFB is hereby DENIED. In accordance with Section 9.2.7.2, UOGPR, GPE is hereby informed of its right to administrative and judicial review of this Protest Decision.

DATED this 18th day of October, 2021 by:



THOMAS W. KRISE, Ph.D.
President

**Recipient's Funding Certification and Agreement
for the Institutional Portion of the Higher Education Emergency Relief Fund
Formula Grants Authorized by Section 18004(a)(1) of the Coronavirus Aid, Relief, and
Economic Security (CARES) Act**

Sections 18004(a)(1) and 18004(c) of the CARES Act, Pub. L. No. 116-136 (March 27, 2020), authorizes the Secretary of Education ("Secretary") to allocate a maximum institutional portion of the formula grant funds in the amount of \$ \$ 2,282,349.00 (up to 50 percent of the amount authorized under Section 18004(a)(1) of the CARES Act) to University of Guam ("Recipient").

Section 18004(c) of the CARES Act allows Recipient to use up to 50 percent of the funds received to cover any costs associated with significant changes to the delivery of instruction due to the coronavirus so long as such costs do not include payment to contractors for the provision of pre-enrollment recruitment activities, including marketing and advertising; endowments; or capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship (collectively referred to as "Recipient's Institutional Costs"). Section 18004(c) also requires Recipient to use no less than fifty percent of the funds received to provide emergency financial aid grants to students for expenses related to the disruption of campus operations due to the coronavirus (including eligible expenses under a student's cost of attendance such as food, housing, course materials, technology, health care, and child care). This Certification and Agreement solely concerns Recipient's Institutional Costs, as defined above.

To address Recipient's Institutional Costs, and pursuant to the Secretary's authority under the CARES Act and associated with the coronavirus emergency, as stated in Proclamation 9994 of March 13, 2020, "Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak," *Federal Register* Vol. 85, No. 53 at 15337-38 (hereinafter "Proclamation of National Emergency"), the Secretary and Recipient agree as follows:

1. The Secretary will provide Recipient funds for Recipient's Institutional Costs as authorized under Sections 18004(a)(1) and 18004(c) of the CARES Act.
2. As a condition for receiving funds for Recipient's Institutional Costs, Recipient must have entered into the Funding Certification and Agreement for Emergency Financial Aid Grants to Students under the CARES Act. Recipient may, but is not required to, use funds designated for Recipient's Institutional Costs to provide additional emergency financial aid grants to students for expenses related to the disruption of campus operations due to coronavirus. If Recipient chooses to use funds designated for Recipient's Institutional Costs to provide such emergency financial aid grants to students, then the funds are subject to the requirements in the Funding Certification and Agreement for the Emergency Financial Aid Grants to Students under the CARES Act, entered into between Recipient and the Secretary.
3. The Secretary urges Recipient to devote the maximum amount of funds possible to emergency financial aid grants to students, including some or all of the funds earmarked for Recipient's Institutional Costs, especially if Recipient has significant endowment or other resources

at its disposal. The Secretary urges Recipient to take strong measures to ensure that emergency financial aid grants to students are made to the maximum extent possible.

4. In consideration for the funds and as conditions for their receipt, Recipient warrants, acknowledges, and agrees that:

(a) The funds shall be used solely for the purposes authorized in Section 18004(c) of the CARES Act. In accordance with Section 18004(c) of the CARES Act, Recipient shall not use funds for payment to contractors for the provision of pre-enrollment recruitment activities, which include marketing and advertising; endowments; or capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship.

(b) Recipient retains discretion in determining how to allocate and use the funds provided hereunder, provided that funds will be spent only on those costs for which Recipient has a reasoned basis for concluding such costs have a clear nexus to significant changes to the delivery of instruction due to the coronavirus. It is permissible for Recipient to use the funds for Recipient's Institutional Costs to reimburse itself for costs related to refunds made to students for housing, food, or other services that Recipient could no longer provide, or for hardware, software, or internet connectivity that Recipient may have purchased on behalf of students or provided to students.

(c) Consistent with Section 18006 of the CARES Act, Recipient agrees that to the greatest extent practicable, Recipient will pay all of its employees and contractors during the period of any disruptions or closures related to the coronavirus. The Department would not consider the following Recipient's Institutional Costs to be related to significant changes to the delivery of instruction due to the coronavirus, and therefore would not view them as allowable expenditures: senior administrator and/or executive salaries, benefits, bonuses, contracts, incentives; stock buybacks, shareholder dividends, capital distributions, and stock options; and any other cash or other benefit for a senior administrator or executive.

(d) Recipient's Institutional Costs must have been first incurred on or after March 13, 2020, the date of the Proclamation of National Emergency.

(e) Recipient will comply with all reporting requirements including those in Section 15011(b)(2) of Division B of the CARES Act and submit required quarterly reports to the Secretary, at such time and in such manner and containing such information as the Secretary may reasonably require (See also 2 CFR 200.327-200.329). The Secretary may require additional reporting in the future, including but not limited to reporting on the use of the funds for Recipient's Institutional Costs, demonstrating such use was in accordance with Section 18004(c), accounting for the amount of reimbursements to the Recipient for costs related to refunds made to students for housing, food, or other services that Recipient could no longer provide, and describing any internal controls Recipient has in place to ensure that funds were used for allowable purposes and in accordance with cash management principles.

(f) Recipient shall comply with all requirements in Attachment A to this Certification and Agreement.

(g) Recipient shall promptly and to the greatest extent practicable use the funds for Recipient's Institutional Costs by one year from the date of this Certification and Agreement, and document its efforts to do so as part of the reports specified in subsection (e) above.

(h) Recipient shall cooperate with any examination of records with respect to the funds for Recipient's Institutional Costs by making records and authorized individuals available when requested, whether by (i) the U.S. Department of Education and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

(i) Recipient's failure to comply with this Certification and Agreement, its terms and conditions, and/or all relevant provisions and requirements of the CARES Act or any other applicable law may result in Recipient's liability under the False Claims Act, 31 U.S.C. § 3729, *et seq.*; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; 18 USC § 1001, as appropriate; and all of the laws and regulations referenced in Attachment A, which is incorporated by reference hereto.

Digitally signed by Thomas W Krise
Date: 2020.04.24 00:08:42 +10'00'

RECIPIENT or Authorized Representative of Recipient

OPEID Number

DATE

Attachment A to Recipient's CARES Funding Certification and Agreement

Recipient assures and certifies the following:

- Recipient will comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; nondiscrimination; Hatch Act provisions; labor standards; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.
- With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; Recipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and Recipient will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.
- Recipient will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 75, 77, 79, 81, 82, 84, 86, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1840-0842. The time required to complete this information collection is estimated to be 2,853 total burden hours. If you have any comments concerning the accuracy of the time estimate or suggestions for improving this form, please write to: Hilary Malawer, 400 Maryland Avenue, SW. Washington, D.C. 20202.

**Recipient's Certification and Agreement
for an Award under Section 18004(a)(2) of the Higher Education Emergency Relief Fund,
Coronavirus Aid, Relief, and Economic Security (CARES) Act**

Section 18004(a)(2) of the CARES Act, Pub. L. No. 116-136 (March 27, 2020), authorizes the Secretary of Education ("Secretary") to make an award in the amount provided in the column labeled "Total Allocation" on the Table "Allocations for Section 18004(a)(2) of the CARES Act," which is hereby incorporated by reference, to University of Guam ("Recipient").

Section 18004(a)(2) of the CARES Act authorizes the Secretary to make additional awards under parts A and B of title III, parts A and B of title V, and subpart 4 of part A of title VII of the Higher Education Act of 1965, as amended ("HEA"), to address needs directly related to the coronavirus. These awards are in addition to awards made in Section 18004(a)(1) of the CARES Act and have been allocated by the Secretary proportionally to such programs based on the relative share of funding appropriated to such programs in the Further Consolidated Appropriations Act, 2020 (Public Law 116-94).

Pursuant to Section 18004(a)(2) of the CARES Act, Recipient may use this award to defray expenses incurred by Recipient, including lost revenue, reimbursement for expenses already incurred, technology costs associated with a transition to distance education, faculty and staff trainings, and payroll ("Recipient's Expenses"). Recipient also may use this award for grants to students for any component of the student's cost of attendance, as defined under Section 472 of the HEA, including food, housing, course materials, technology, health care, and child care ("Student Grants" or "Student Grant").

Pursuant to the Secretary's authority under the CARES Act and associated with the coronavirus emergency, as stated in Proclamation 9994 of March 13, 2020, "Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak," *Federal Register* Vol. 85, No. 53 at 15337-38 (hereinafter "Proclamation of National Emergency"), the Secretary and Recipient agree as follows:

1. The Secretary will provide Recipient an award for Recipient's Expenses and Student Grants under Section 18004(a)(2) of the CARES Act.
2. Recipient agrees that the amount of the award is the full amount that Recipient may receive under Section 18004(a)(2) of the CARES Act.
3. Although the CARES Act does not require Recipient to use at least 50% of this award for grants to students (as is required under funds received under Section 18004(a)(1) and Section 18004(c) of the CARES Act), the Secretary urges Recipient to devote the maximum possible amount of the award to Student Grants, including some or all of the award that a Recipient may use for Recipient's Expenses, especially if Recipient has a significant endowment or other resources at its disposal. The Secretary urges Recipient to take strong measures to ensure that Student Grants are made to the maximum extent possible.

4. In consideration for the award and as conditions for its receipt, Recipient warrants, acknowledges, and agrees that:

(a) The funds shall be used solely for the purposes authorized in Section 18004(a)(2) of the CARES Act.

(b) Recipient must submit this Certification and Agreement on or before August 1, 2020 through the website, grants.gov (<https://www.grants.gov>).

(c) Consistent with Section 18006 of the CARES Act, Recipient agrees that to the greatest extent practicable, Recipient will pay all of its employees and contractors during the period of any disruptions or closures related to the coronavirus. The Department would not consider the following to constitute Recipient's Expenses and, therefore, would not view them as allowable expenditures: senior administrator and/or executive salaries, benefits, bonuses, contracts, incentives; stock buybacks, shareholder dividends, capital distributions, and stock options; and any other cash or other benefit for a senior administrator or executive.

(d) Recipient's Expenses must have been first incurred on or after March 13, 2020, the date of the Proclamation of National Emergency.

(e) If Recipient is a Historically Black College and University or a Minority Serving Institution, then consistent with Section 18004(d)(2) of the CARES Act, Recipient may use prior awards provided under Titles III, V, and VII of the HEA to prevent, prepare for, and respond to coronavirus. Should Recipient avail itself of this flexibility, it must maintain appropriate records and cost documentation as required by 2 CFR 200.302 and 2 CFR 200.333 to separately account for prior award funds used to prevent, prepare for, and respond to coronavirus.

(f) Recipient will comply with all reporting requirements including those in Section 15011(b)(2) of Division B of the CARES Act and submit required quarterly reports to the Secretary, at such time and in such manner and containing such information as the Secretary may reasonably require (See also 2 CFR 200.327-200.329). The Secretary may require additional reporting in the future under Sections 15011(b)(2) and Section 18004(e), including but not limited to reporting on the use of the award for Recipient's Expenses, demonstrating such use was in accordance with Section 18004(a)(2), accounting for the amount of reimbursements to Recipient for costs related to refunds made to students for housing, food, or other components of the student's cost of attendance that Recipient could no longer provide, and describing any internal controls Recipient has in place to ensure that funds were used for allowable purposes and in accordance with cash management principles. For grants made to students, the Recipient should maintain records on how grants were distributed to students, how the amount of each grant was calculated, and any instructions or directions given to students about the grants. Recipient also should maintain records on the amount of each grant awarded to each student for production only upon the request of a federal agency.

(g) Recipient shall comply with all requirements in Attachment A to this Certification and Agreement.

(h) Recipient shall promptly and to the greatest extent practicable use the award for Recipient's Expenses and Student Grants by one year from the date of this Certification and Agreement, and document its efforts to do so as part of the report specified in subsection (e) above.

(i) Recipient shall cooperate with any examination of records with respect to the award for Recipient's Expenses and Student Grants by making records and authorized individuals available when requested, whether by (i) the U.S. Department of Education and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

(j) Recipient's failure to comply with this Certification and Agreement, its terms and conditions, and/or all relevant provisions and requirements of the CARES Act or any other applicable law may result in Recipient's liability under the False Claims Act, 31 U.S.C. § 3729, *et seq.*; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; 18 USC § 1001, as appropriate; and all of the laws and regulations referenced in Attachment A, which is incorporated by reference hereto.

RECIPIENT or Authorized Representative of Recipient

Thomas W Krise
2020.05.01 12:29:25 +10'00'

OPEID Number



DATE

**Attachment A to Recipient's Certification and Agreement
for an Award under Section 18004(a)(2) of the
Coronavirus Aid, Relief, and Economic Security (CARES) Act**

Recipient assures and certifies the following:

- Recipient will comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; nondiscrimination; Hatch Act provisions; labor standards; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.
- With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; Recipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and Recipient will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.
- Recipient will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 75, 77, 79, 81, 82, 84, 86, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1840-0843. The time required to complete this information collection is estimated to be 2,561 total burden hours. If you have any comments concerning the accuracy of the time estimate or suggestions for improving this form, please write to: Hilary Malawer, 400 Maryland Avenue, SW. Washington, D.C. 20202.

**American Rescue Plan Act of 2021
Supplemental Agreement (ALN 84.425F) ((a)(1) Institutional Portion)**

SUPPLEMENTAL GRANT FUNDS FOR INSTITUTIONS

The terms, conditions, and requirements governing your institution's (Recipient's) use of these supplemental grant funds awarded pursuant to section 2003 of the American Rescue Plan Act of 2021 (ARP) (Pub. L. 117-2) (supplemental award or grant) by the U.S. Department of Education (Department) are governed by section 2003 of the ARP and section 314 of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) (Pub. L. 116-260) and the following terms and conditions of this Supplemental Agreement.

BY DRAWING DOWN THESE GRANT FUNDS, YOU AGREE TO BE BOUND BY THE CONDITIONS SET FORTH ON BEHALF OF THE INSTITUTION YOU REPRESENT, AND YOU WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE INSTITUTION TO THE FOLLOWING CONDITIONS:

Use of Supplemental Grant Funds:

1. Under section 314(c) of the CRRSAA, Recipient, an institution of higher education as defined in section 101 or 102(c) of the Higher Education Act of 1965, as amended (HEA), 20 USC § 1001 or 1002(c), may use these supplemental grant funds for Recipient's Institutional Costs to defray expenses associated with coronavirus (including lost revenue, reimbursement for expenses already incurred, technology costs associated with a transition to distance education, faculty and staff trainings, and payroll) and make additional emergency financial grants to students, which may be used for any component of the student's cost of attendance or for emergency costs that arise due to coronavirus, such as tuition, food, housing, health care (including mental health care), or child care.
2. Under section 2003(5) of the ARP, Recipient must use a portion of their institutional funds received under this supplemental award to (a) implement evidence-based practices to monitor and suppress coronavirus in accordance with public health guidelines and (b) conduct direct outreach to financial aid applicants about the opportunity to receive a financial aid adjustment due to the recent unemployment of a family member or independent student, or other circumstances, described in section 479A of the HEA (20 USC § 1087tt).
3. Recipient may, but is not required to, use funds designated for Recipient's Institutional Costs to provide additional emergency financial aid grants to students. If Recipient chooses to use these grant funds designated for Recipient's Institutional Costs to provide additional emergency financial aid grants to students, then those funds are subject to the requirements described in the ARP Supplemental Grant Funds for Students Agreement.
4. The Secretary urges Recipient to devote the maximum amount of funds possible to emergency financial aid grants to students, including some or all of the funds allocated for Recipient's Institutional Costs. The Secretary urges Recipient to take strong measures

Exhibit C

to ensure that emergency financial aid grants to students are made to the maximum extent possible.

5. Recipient acknowledges that no supplemental grant funds may be used to fund construction; acquisition of real property; contractors for the provision of pre-enrollment recruitment activities; marketing or recruitment; endowments; capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship; senior administrator or executive salaries, benefits, bonuses, contracts, incentives; stock buybacks, shareholder dividends, capital distributions, and stock options; or any other cash or other benefit for a senior administrator or executive.
6. Recipient acknowledges that it may voluntarily decline all or a portion of its ARP (a)(1) institutional funds. The recipient may indicate this by submitting the Voluntary Decline of HEERF form (OMB Control Number 1840-0856) to the Department by August 11, 2021. Recipient further acknowledges if it submits this form, it will be ineligible for the future redistribution of ARP HEERF grant funds to other institutions with greater needs due to the coronavirus.

Grant Administration:

7. Recipient acknowledges that consistent with 2 CFR § 200.305, it must minimize the time between drawing down funds from G5 and paying incurred obligations (liquidation). Recipient further acknowledges that if it draws down funds and does not pay the incurred obligations (liquidates) within 3 calendar days it may be subject to heightened scrutiny by the Department, Recipient's auditors, and/or the Department's Office of the Inspector General (OIG). Recipient further acknowledges that returning funds pursuant to mistakes in drawing down excessive grant funds in advance of need may also be subject to heightened scrutiny by the Department, Recipient's auditors, and/or the Department's OIG. Finally, Recipient acknowledges that it must maintain drawn down grant funds in an interest-bearing account, and any interest earned on all Federal grant funds above \$500 (all Federal grants together) during an institution's fiscal year must be returned (remitted) to the Federal government via a process described here: <https://www2.ed.gov/documents/funding-101/g5-returning-interest.pdf>.
8. Recipient may charge indirect costs to supplemental funds made available under this award consistent with its negotiated indirect cost rate agreement. If Recipient does not have a current negotiated indirect cost rate with its cognizant agency for indirect costs, it may appropriately charge the *de minimis* rate of ten percent of Modified Total Direct Costs (MTDC) under 2 CFR § 200.414. Recipient may also charge reasonable direct administrative costs to the supplemental funds made available under this award.
9. Recipient acknowledges that any obligation under this grant (pre-award costs pursuant to 2 CFR § 200.458) must have been incurred on or after March 13, 2020, the date of the declaration of a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak ([85 FR 15337](#)).

10. Recipient must promptly and to the greatest extent practicable expend all grant funds from this award within the one-year period of performance (2 CFR § 200.77) specified in Box 6 of this Grant Award Notification (GAN).
11. Recipient must, to the greatest extent practicable, continue to pay its employees and contractors during the period of any disruptions or closures related to coronavirus pursuant to section 315 of the CRRSAA.
12. Recipient acknowledges that its failure to draw down any amount (\$1 or more) of its supplemental grant funds within 90 days of the date of this supplemental award will constitute nonacceptance of the terms, conditions, and requirements of this Supplemental Agreement and of these supplemental grant funds. In such event, the Department, in its sole discretion, may choose to deobligate these supplemental grant funds or take other appropriate administrative action, up to and including terminating the grant award pursuant to 2 CFR § 200.340.

Reporting and Accountability:

13. Recipient must promptly and timely provide a detailed accounting of the use and expenditure of the funds provided by this supplemental award in such manner and with such frequency as the Secretary may require.
14. Recipient must comply with all requirements of the Single Audit Act Amendments of 1996, 31 USC § 7501, et seq. (Single Audit Act) and all applicable auditing standards. Considering that the HEERF grant program is a new program not previously audited or subjected to Department oversight, and the inherent risk that comes with a new program, the Department strongly suggests that the HEERF grant program be audited as a major program in the first fiscal year(s) that the institution received a HEERF grant.
15. Recipient acknowledges it is under a continuing affirmative duty to inform the Department if Recipient is to close or terminate operations as an institution or merge with another institution. In such cases, Recipient must promptly notify in writing the assigned education program officer contact in Box 3. Additionally, Recipient must promptly notify the assigned education program officer if the Recipient's Authorized Representative changes.
16. Recipient must cooperate with any examination of records with respect to the advanced funds by making records and authorized individuals available when requested, whether by (a) the Department and/or its OIG; or (b) any other Federal agency, commission, or department in the lawful exercise of its jurisdiction and authority. Recipient must retain all financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of three years from the date of submission of the final expenditure report pursuant to 2 CFR § 200.334.
17. Recipient acknowledges that failure to comply with this Supplemental Agreement, its terms and conditions, and/or all relevant provisions and requirements of the CRRSAA or

ARP or any other applicable law may result in Recipient's liability under the False Claims Act, 31 USC § 3729, et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; 18 USC § 1001, as appropriate; and all of the laws and regulations referenced in the "Applicable Law" section of this Supplemental Agreement, below.

Applicable Law:

18. Recipient must comply with all applicable assurances in OMB Standard Forms (SF) SF-424B and SF-424D (Assurances for Non-Construction and Assurances for Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; nondiscrimination; Hatch Act provisions; labor standards; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders, and regulations.
19. Recipient certifies that with respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or supplementing of Federal grants under this program; Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 CFR part 82, Appendix B).
20. Recipient must comply with the provisions of all applicable acts, regulations and assurances; the following provisions of *Education Department General Administrative Regulations* (EDGAR) 34 CFR parts 75, 77, 81, 82, 84, 86, 97, 98, and 99; the *OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)* in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

B21-10 GUAM PACIFIC ENTERPRISE INC

Pangelinan, April Lynn <pangelinanal@triton.uog.edu>

Hafa Adai,

Please see the email below of your receipt.

Si Yu'os ma'åse',

April L.C. Pangelinan
Cashier II

Administration & Finance

Office: +1 (671) 735-2923

pangelinanal@triton.uog.edu

<https://www.uog.edu/it>

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From: bursar@triton.uog.edu <bursar@triton.uog.edu>
Sent: Tuesday, May 11, 2021 10:05 AM
To: Pangelinan, April Lynn <pangelinanal@triton.uog.edu>
Subject: UOG- Thank you for your payment

Receipt Number: 184711
Customer: MISC
UOG Main Cashiers
Current Date: 05/11/2021

Description	Amount
Non Appn Fa-Bid Fee	\$25.00
Dept. Name: CBID B21-10 GUAM PACIFIC ENTERPRISE INC.	
Total	\$25.00

Payments Received	Amount
CC	\$25.00
MasterCard XXXXXXXXXXXX [REDACTED]	
Authorization # [REDACTED]	
Total	\$25.00

Exhibit D

Guam Pacific Enterprise, Inc.
Tel: (671) 649-6994/718

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