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**RECEIVED**  
**OFFICE OF THE PUBLIC AUDITOR**  
**PROCUREMENT APPEALS**

JAN 19 2010

TIME: 3:20 PM  
BY: M. Perez  
FILE No. OPA-PA -09-009

6 **Counsel for Appellant Guam Cleaning Masters**

7 **PROCUREMENT APPEAL**

9 In the Appeal of )

Docket No. OPA-PA09-009

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GUAM CLEANING MASTERS,

**Stipulation & Order Dismissing  
Appeal Without Prejudice**

APPELLANT.

13 **Whereas**, on October 27, 2009 Appellant Guam Cleaning Masters duly filed its  
14 appeal in the above captioned matter; and

15 **Whereas**, the parties met before the Public Auditor on January 11, 2010  
16 indicating that they had arrived at an agreement for the resolution of the above appeal;  
17 and  
18

19 **Whereas**, the parties have agreed to the following terms and conditions:

20 1. that Appellee Department of Chamorro Affairs' (DCA's)  
21 procurement identified as DCA RFP CV10-002 for *Janitorial and Maintenance*  
22 *Service* shall hereby be immediately cancelled as of the date of the filing of this  
23 order as being contrary to the Guam Procurement Law and the contract entered  
24 with Lucky Kids Lawn Care & Janitorial Service shall be deemed void;

**ORIGINAL**

1           2.     that Appellee DCA shall start the bid process for the same or  
2 additional services as originally sought to be procured in DCA RFP CV10-002  
3 within one (1) week of the filing of this order; however, DCA shall ensure that  
4 janitorial and maintenance services shall continue at the Chamorro Village  
5 during the period in which DCA solicits for a new contract for the same; and  
6 Appellant GCM shall be one of the sources sought for a quotation if an  
7 emergency procurement is required in the interim period;

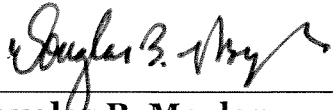
8           3.     that Appellee DCA shall pay Appellant GCM's costs pursuant to 5  
9 G.C.A. § 5425(h) in the amount of \$3,050.00, which constitutes RFP packet,  
10 labor and preparation costs, including site visits and attending pre-bid  
11 conference, incurred by Appellant GCM, within thirty (30) days of the filing of  
12 this order; and

13           4.     that all events set forth in the OPA's December 14, 2009  
14 Scheduling Order are hereby cancelled, and need not be filed; and

15           **Whereas**, the parties to this action have come to an agreement on the before  
16 identified express terms and conditions in order that this appeal be resolved.

17           **NOW THEREFORE**, the parties agree and request the Office of the Public  
18 Auditor ("OPA") to dismiss without prejudice the above captioned appeal.

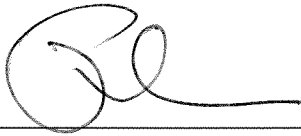
1 **SO STIPULATED:**

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4 **Douglas B. Moylan**  
Counsel for Appellant Guam Cleaning Masters

1/14/10

Date

5  
6 

7 **Rawlen Mantanona**  
8 Counsel for Appellee Department of Chamorro Affairs

1/19/10

Date

9 **APPROVED & SO ORDERED** this 26<sup>th</sup> day of January, 2010.

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12 **HONORABLE DORIS FLORES BROOKS, CPA, CGFM**  
13 **PUBLIC AUDITOR**