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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 - 092009

Counsel for Appellant Guam Cleaning Masters

**PROCUREMENT APPEAL**

In the Appeal of )

Docket No. OPA-PA09-009

GUAM CLEANING MASTERS,  
  
APPELLANT.

**Stipulation & Order Dismissing  
Appeal Without Prejudice**

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

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

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

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

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

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

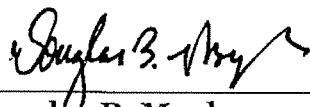
4. that all events set forth in the OPA's December 14, 2009 Scheduling Order are hereby cancelled, and need not be filed; and

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

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

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**SO STIPULATED:**

  
\_\_\_\_\_  
**Douglas B. Moylan**  
Counsel for Appellant Guam Cleaning Masters

1/14/10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
**Rawlen Mantanona**  
Counsel for Appellee Department of Chamorro Affairs

\_\_\_\_\_  
Date

**APPROVED & SO ORDERED** this \_\_\_\_\_ day of January, 2010.

\_\_\_\_\_  
**HONORABLE DORIS FLORES BROOKS, CPA, CGFM**  
**PUBLIC AUDITOR**