

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



FAX

To:	Claudia Acfalle Chief Procurement Officer General Services Agency	From:	Doris Flores Brooks Guam Public Auditor Office of Public Accountability
Phone: Fax:	(671) 475-1707 (671) 475-1727	Pages:	18 (including cover page)
CC:	Rawlen Mantanona, Esq. Matthew Kane Esq. (Attorneys for Triple J) Cabot Mantanona LLP	Date:	December 10, 2015
Phone: Fax:	(671) 646-2001 (671) 646-0777	Phone: Fax:	475-0390 x. 215 472-7951

Re: OPA-PA-15-015 Notice of Receipt of Appeal

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Thank you,
Thyrza Bagana
Audit Staff
tbagana@guamopa.org

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

December 10, 2015

Claudia S. Acfalle
Chief Procurement Officer
General Services Agency
148 Route 1 Marine Corps Drive
Piti, Guam 96915
VIA FACSIMILE: (671) 475-1727 / 472-4217

Re: Notice of Receipt of Appeal – OPA-PA-15-015

Dear Ms. Acfalle,

Please be advised that Triple J Motors filed an appeal with the Office of Public Accountability (OPA) on December 09, 2015 regarding the General Services Agency's (GSA) response to Triple J's protest relative to Invitation for Bid No.: GSA-135-15, Sport Utility Vehicle, 5 passenger vehicle (latest model). OPA has assigned this appeal case number OPA-PA-15-015.

Immediate action is required of GSA 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 **Thursday, December 17, 2015**, 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 **Thursday, December 24, 2015**, 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 Triple J Motors. OPA respectfully asks that GSA provide one original and two copies of the procurement record 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 Thyrza Bagana at 475-0390 ext. 215, or tbagana@guamopa.org, should you have any questions regarding this notice.

Sincerely,



Rodalyn Gerardo, CPA, CIA, CGFM, CGAP, CGMA
Audit Supervisor

Enclosure: Notice of Appeal – OPA-PA-15-015

Cc: Cabot Mantanona, LLP, Attorneys for Triple J

II. APPEAL INFORMATION

- (A) Purchasing Agency: General Services Agency o/b/o Guam Police Department.
- (B) Identification/Number of Procurement, Solicitation, or Contract: IFB NO.: GSA-135-15 for Sport Utility Vehicle Gasoline, Five (5) Passenger (Latest Model).
- (C) Decision being appealed was made on November 19, 2015 by Claudia S. Acfalle, Chief Procurement Officer, GSA, and received by Triple J Motors on November 23, 2015.
- (D) Appeal is made from: Decision on November 11, 2015 Protest of Method, Solicitation, or Award.
- (E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:
- (i) Atkins Kroll, Inc.
 - (ii) Cars Plus

A. STATEMENT OF GROUNDS FOR APPEAL

1. This Appeal arises out of the General Services Agency ("GSA") decision on Triple J Motors ("Triple J")'s protest, which protest was lodged with GSA on November 11, 2015. A true and correct copy of Triple J's November 11, 2015 protest letter is attached hereto as **Exhibit "A"**. GSA rendered a decision on Triple J's protest on November 19, 2015, which was received by Triple J on November 23, 2015. A true and correct copy of GSA's decision on Triple J's protest is attached hereto as **Exhibit "B"**. Specifically, Triple J appeals GSA's determinations that: (1) there was no specific standard in the bid for the rear seat specifications; (2) the standard stated in the bid was "Plastic Seat Cover---Hard"; (3) the winning bidder indicated that it will meet the rear seat specification requirements of the bid, IFB Bid Number GSA-135-15 ("IFB" or "the bid"); (4) the winner bidder properly and satisfactorily clarified its bid submittal; and (5) the winning bidder will meet the "column shift" transmission requirement of the bid.

2. On September 28, 2015, Charlie Reynolds of Triple J sent a letter to GSA requesting to view the bid packages submitted by the competing bidders, Atkins Kroll, Inc. and Cars Plus. A true and correct copy of this letter is attached hereto as **Exhibit "C"**. After reviewing the bid submittals of these competing bidders, Triple J sent a letter to GSA on October 5, 2015, noting, among other things, that it was apparent that Cars Plus did not meet the rear prisoner transport seat requirements delineated on Page 30 of the bid under "Seat Specifications," as Cars Plus had offered a plastic seat cover instead. A true and correct copy of this letter is attached hereto as **Exhibit "D."**

3. On November 4, 2015, GSA sent a responsive letter to Triple J and stated that GSA had requested clarification from Cars Plus regarding Cars Plus' statement in their offer that provided "YES, rear plastic covers" in the bidding remarks for that item, and that Cars Plus had stated that they are complying with the requirements of the bid. A true and correct copy of this letter is attached hereto as **Exhibit "E"**.

4. On the same day, November 4, 2015, GSA issued a Bid Status for Triple J, which stated that Triple J's bid was rejected due to high price. A true and correct copy of this Bid Status is attached hereto as **Exhibit "F"**. Upon information and belief¹,

¹ Some of the allegations contained in this appeal are made "upon information and belief." On the morning of December 1, 2015, Triple J made a timely Sunshine Act Request to GSA to obtain documentation and other information in support of this appeal. A true and correct copy of Triple J's Sunshine Act Request letter is attached hereto as **Exhibit "G"**. On the last business day before the deadline for responding to Triple J's Sunshine Act Request, GSA issued a Friday afternoon letter, which sought to "invoke" a ten-day extension for responding to Triple J's Sunshine Act Request, without sufficient justification or any reason explicated for GSA to do so. A true and correct copy of GSA's response to Triple J's Sunshine Act Request is attached hereto as **Exhibit "H"**. By reply, Triple J sent a follow-up letter to GSA, advising GSA of the material prejudice Triple J will suffer if GSA does not provide the requested documents without sufficient and valid reasons for withholding this procurement data. A true and correct copy of Triple J's reply letter to GSA is attached hereto as **Exhibit "I"**. Accordingly, Triple J expressly hereby reserves the right to supplement this appeal once it receives the documentation and other information that is being wrongfully withheld by GSA, and Triple J expressly hereby reserves the right to file additional protests or take other actions against GSA for withholding this procurement data, and reserves all other rights under applicable law. Due to the statutory deadline for filing an appeal with

Atkins Kroll, Inc.'s bid was rejected due to non-conformance with the requirements of the IFB. Accordingly, but for Cars Plus having a lower bid price, Triple J would have been the lowest responsible and responsive bidder, and would have therefore received an award under this bid. A true and correct copy of the Abstract of IFB reflecting the ranking of bidders by price is attached hereto as **Exhibit "J"**.

5. On November 11, 2015, Triple J lodged a formal protest with GSA. See Ex. "A". Therein, Triple J reiterated that, based on GSA's responses to Triple J's concerns over whether Cars Plus's bid met the rear seat specifications required on page 30 of the IFB, Cars Plus's bid did not comply. *Id.* In its protest, Triple J explained that the specification – "Rear seat, prisoner transport hard plastic" – requires a special type of seat that is currently utilized and required by the Guam Police Department ("GPD") for most of their patrol vehicles, and that it is an expensive piece of specialty equipment that replaces – as opposed to simply covering – the entire rear standard vehicle seat. *Id.* As Triple J noted in its protest, Triple J has previously provided this specialty item when required by GPD in previous bids. *Id.* A true and correct copy of select pages of Bid Invitation No. GSA-097-13 and Bid Invitation No. GSA-041-14 and corresponding specifications for rear seats of police vehicles are attached hereto as **Exhibit "K"**. Triple J noted in its protest that the function and cost of this specialty item, as compared with a simple plastic covering, is in no way comparable, and would therefore have a material, prejudicial effect on the bid prices submitted by the competing bidders. See Ex. "A".

the OPA of a purchasing agency's decision on a procurement protest, however, Triple J was compelled to file this appeal before it was able to obtain the procurement data wrongfully withheld by GSA in this matter.

6. Additionally, Triple J protested on the grounds that Cars Plus's bid did not meet the specifications for a "column shift" transmission required on page 29 of the bid. *Id.* As Triple J noted in its protest, upon information and belief, the Dodge Durango offered by Cars Plus is not equipped with the required "column shift" transmission, which, like the rear prisoner transport seat, is a unique item that is not typically available on the less expensive, general purpose Special Service Vehicles such as those offered in Cars Plus' bid. A true and correct copy of news articles comparing the rear seats offered by the 2014 and 2015 Dodge Durango models with those offered by the Ford Interceptor models is attached hereto as **Exhibit "L"**.

7. By its protest, Triple J expressed to GSA that Triple J was the only responsive bidder for this procurement, and should therefore receive the award. See Ex. "A". Notwithstanding, GSA denied Triple J's protest, claiming that there was no specific standard in the bid for the rear seat requirements, and identified that Cars Plus will meet the alleged standard of "Plastic Seat Cover---Hard," which is nowhere to be found in the IFB. See Ex. "B". Further, GSA claimed that Cars Plus had "clarified" its submittal and will meet the "column shift" requirement, without explaining how this is possible in light of the concerns and issues raised by Triple J in its protest, namely, that the Dodge Durango being offered by Cars Plus does not come equipped with a "column shift" transmission as required by the IFB. *Id.*

8. Accordingly, Triple J files this OPA appeal to challenge GSA's decision on Triple J's protest, on the aforesaid grounds that Cars Plus' bid was not responsive and should therefore be rejected, and to seek a determination that, as the lowest responsible and responsive bidder, Triple J is entitled to receive the award under this

IFB. As discussed below, specific standards for the rear seat were specified and required under the bid, and Cars Plus's submitted bid did not meet those requirements. Otherwise, GSA's determination that a plastic seat cover would be sufficient to meet the requirements of the bid—as opposed to a full replacement of the rear seat with a prisoner transport seat—results in unfair competition and material prejudice to Triple J, particularly where Triple J's bid price would be substantially lower if it had been allowed to offer a simple plastic cover for the rear seat. Further, GSA's determination that Cars Plus will meet the "column shift" requirement was erroneous, and GSA failed to explain how, upon alleged "clarification" by Cars Plus, its Dodge Durango offer was able to meet this specific bid requirement. Thus, Triple J respectfully submits that GSA has accepted a materially-altered or corrected bid without sufficient justification and in violation of the Guam Procurement Law, as explained in greater detail below.

Jurisdiction for Appeal

9. Triple J Motors is an actual bidder for this IFB, and is aggrieved in connection with the method of source selection, solicitation, or award of a contract. In accordance with Title 5 Guam Code Annotated ("GCA") § 5425(e), Triple J hereby appeals GSA's protest decision, which decision was rendered pursuant to 5 GCA § 5425(c). The Public Auditor has jurisdiction over this appeal pursuant to 5 GCA § 5703.

Arguments in Support of Appeal

10. Guam's Procurement Law provides for the promotion of specified, underlying purposes and policies. See 5 GCA § 5001; see also 2 Guam Administrative Rules and Regulations ("GAR"), Div. 4, § 1102. Among these underlying purposes and

policies are to "provide for increased public confidence in the procedures followed in public procurement," to "ensure the fair and equitable treatment of all persons who deal with the procurement system of this Territory," to "provide safeguards for the maintenance of a procurement system of quality and integrity," and to "require public access to all aspects of procurement consistent with the sealed bid procedure and the integrity of the procurement process." See 5 GCA § 5001; 2 GAR, Div. 4, § 1102. Further, Guam's Procurement Law mandates that "all parties involved in the negotiation, performance, or administration of territorial contracts . . . act in **good faith**." 5 GCA § 5003 (emphasis added); see also 2 GAR, Div. 4, § 1105.

11. When Triple J raised its concerns to GSA that Cars Plus' bid was non-responsive, GSA chose to ambiguously respond by stating that Cars Plus' bid submittal, which provided for "rear plastic covers" as opposed to an integrated prisoner transport rear seat, was "clarified" such that Cars Plus will be "complying with the requirements of this bid." See Ex. E. This can only mean one of two things: (1) either Cars Plus has improperly modified or corrected its bid after bid opening, which was then improperly accepted by GSA; or (2) GSA has chosen, despite the requirements of the IFB, to accept plastic covers as opposed to an integrated prisoner transport rear seat, which materially prejudices Triple J and its bid price and submittal, and which therefore renders this procurement void.

12. Assuming the former (i.e., improper modification or correction of Cars Plus' bid after bid opening), Cars Plus and GSA would be in violation of Guam's Procurement Law if Cars Plus was allowed to amend its bid at that post-opening stage in the procurement process. Under the Procurement Law, a "responsive bidder" is a

"person who has submitted a bid which **conforms in all material respects** to the Invitation for Bids." 5 GCA § 5201(g) (emphasis added); see also 2 GAR, Div. 4, §§ 1106(38) & 3109(n)(2). Unless authorized by law, bids are to be "unconditionally accepted without alteration or correction," and bid evaluation includes acceptability criteria, including but not limited to, "suitability for a particular purpose." 5 GCA § 5211.

If a bid offer does not meet the acceptability requirements, including conformity with the purchase description requirements, the bid "**shall be rejected** as nonresponsive." See 2 GAR, Div. 4, § 3109(n)(3) (emphasis added); see also 2 GAR, Div. 4, § 1106(20) ("*Shall* denotes the imperative" (emphasis in original)). Absent authority under Guam's Procurement Law, Cars Plus' bid must be rejected for failure to comply with the explicit rear seat specifications identified in the IFB. See, e.g., 2 GAR, Div. 4, § 3115(e)(3).

13. Guam's Procurement Law also sets out particular requirements governing late modifications and the correction of bid mistakes. "Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is **late**." 2 GAR, Div. 4, § 3109(k)(1). With exceptions not applicable here, no late bid or late modification will be considered. *Id.*, § 3109(k)(2). Guam's Procurement Law provides only limited, exceptional cases for mistakes in bids to be corrected after opening. Specifically, the Procurement Law only allows "minor informalities" to be waived or corrected, such as matters of form or insignificant mistakes, and these can only be waived if there will be no prejudice to other bidders. See *id.*, § 3109(m)(4)(B). In other words, GSA is only allowed to waive or accept the correction of minor informalities or insignificant mistakes when "the effect on price, quantity, quality,

delivery, or contractual conditions is negligible." *Id.* If, upon GSA's request for clarification, Cars Plus had alleged mistake, GSA only had the legal authority to confirm the bid if the statutory and regulatory conditions for correction of bid mistakes were sufficiently met, and these requirements were not met. *See Id.*, § 3109(m)(3); *see also* 5 GCA § 5211(f) ("After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Territory or fair competition shall be permitted.").

14. If Cars Plus made a voluntary, judgmental decision to initially offer plastic seat covers as opposed to a fully integrated prisoner transport rear seat, and then subsequently, after bid opening, offered to provide the integrated prisoner transport rear seat required by the bid's specifications, then this error in judgment is fatal to Cars Plus' bid. *See* 2 GAR, Div. 4, § 3109(m)(1) ("If the mistake is attributable to an **error in judgment, the bid may not be corrected.**" (emphasis added)). Moreover, even if Cars Plus corrected its bid because of an "inadvertent, nonjudgmental" mistake, careful consideration is required by GSA to ensure the aforementioned underlying purposes and policies of Guam's Procurement Law will be served, including to protect "the integrity of the competitive bidding system" and "to assure fairness." *Id.* Correction of a nonjudgmental mistake is not allowed where it is "contrary to the interest of the [T]erritory or the fair treatment of other bidders." *Id.*

15. Assuming the latter (i.e., GSA has chosen to accept plastic seat covers as opposed to a fully integrated prisoner transport rear seat), this decision was in violation of Guam's Procurement Law and inflicts material prejudice on Triple J. In instances such as this, where "ambiguous or otherwise inadequate specifications were part of the

solicitation" or where "the solicitation did not provide for consideration of all factors or significance to the [T]erritory," it is in the best interest of the Territory to reject all bids. See 2 GAR, Div. 4, § 3115(d)(2)(A). Had GSA wanted to allow, as an alternative, a plastic seat cover as opposed to a prisoner transport rear seat, GSA was required to make its specifications clear to avoid prejudice to bidders resulting from the ambiguity.

16. In either instance, the material prejudice to Triple J and the disservice done to Guam's Procurement Law resulting from GSA's acceptance of Cars Plus' bid is readily apparent. Regarding the rear seat specifications, upon information and belief, the price difference between a mere plastic cover, as opposed to a fully integrated prisoner transport seat, is non-negligible and therefore material. The same is true for a column shift transmission, which is a specialty item and is substantially more expensive, as it requires modification of other standard components of the product offered.

17. Triple J's position is supported by the explicit requirements and instructions in the bid documents themselves. For example, the General Terms and Conditions applicable to this bid, specifically No. 6, required that "[b]idders shall comply with all specifications and other requirements of the Solicitation." A true and correct copy of the IFB General Terms and Conditions is attached hereto as **Exhibit "M"**. Additionally, where alternate item prices are provided, even if the minimum required specification is met, "cost and other factors will be considered," and a bidder's "[f]ailure to explain this requirement will result in rejection of the bid." See *id.*, No. 9; see also *id.*, No. 18 ("Bids on comparable items will be considered, **provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.**" (emphasis added)).

18. Likewise, Triple J's position is corroborated by amendments to the bid. Specifically, on September 18, 2015, GSA issued Amendment #1 to the IFB, which changed the specifications of the product to be offered from five (5) passenger models to four (4) passenger models. A true and correct copy of Amendment #1 is attached hereto as **Exhibit "N"**. Amendment #1 makes it clear that a fully integrated prisoner transport rear seat was required, as opposed to a mere cover, because otherwise the seat capacity would be for five (5) passengers instead of four (4) passengers.

19. Triple J's position is also supported by the laws governing GPD and its needs, as well as the policies appurtenant thereto, including vital public policy and safety considerations. See, e.g., 10 GCA § 77124 ("The government shall provide the police officers with . . . all other supplies and equipment **necessary to carry out the mission of the [Guam Police] Department.**" (emphasis added)). For example, upon information and belief, the use of a fully integrated prisoner transport rear seat advances the necessary mission of GPD to promote safety, by preventing prisoners from hiding any weapons or contraband in seat pockets or crevices found in traditional rear seats, as well as the necessity of advancing hygiene and public health, by making it easy to comprehensively wash down and sanitize the rear seat. These important public policy and safety considerations and needs, to include the safety of law enforcement officers and the general public, are not assured by mere plastic covers such as those proposed by Cars Plus in its original bid.

20. The above grounds for appeal are equally applicable to Cars Plus' failure to meet the "column shift" transmission requirement of the IFB. Moreover, the IFB itself requires that a successful bidder must "furnish a certificate from the manufacturer

indicat[ing] that the goods meet the specifications." See Ex. "M", p. 23 of the IFB, No. 26. Upon information and belief, Cars Plus will simply not be able to meet the "column shift" transmission requirement of the bid because it is not offered in the latest model of the Dodge Durango, and Cars Plus will therefore not meet this explicit General Term and Condition, rendering its bid as non-responsive.

21. As with the fully integrated rear prisoner transport seat, GPD's need for a column shift transmission, as opposed to a normal transmission or a Floor Shifter, is also supported by salient public policies that are inherent in the work of the police department. Upon information and belief, these column shifters are specialty items required to ensure that there is enough space in the center console area for the vehicle to house the necessary safety and computer-based monitoring equipment that is required by GPD. Because the Dodge Durango does not offer a column shift transmission, the work of GPD will be hampered by a modified arrangement that is not compliant with the explicit specifications of the IFB governing the same.

B. PRAYER FOR RELIEF

Triple J seeks a decision and order from the OPA that rectifies GSA's erroneous determinations, made or otherwise implied in GSA's decision on Triple J's protest, that Cars Plus is the lowest responsible and responsive bidder and will comply with all of the explicit requirements of the IFB. Triple J prays for a determination that Cars Plus' bid must be rejected for failure to meet the explicit specifications of the IFB. Further, Triple J prays for a determination that Triple J is the lowest responsible and responsive bidder for this IFB and, therefore, Triple J prays for award under the IFB. Alternatively, Triple J prays that the entire solicitation be cancelled or revised to correct the ambiguous

language of the specifications, and that bidders be given a fair and equitable opportunity to respond to a new IFB, so that bidders, in the best interest of the Territory, can provide the best price for unambiguous specifications required by the IFB and correctly address the salient needs of GPD at commensurate prices. In addition to other remedies that the OPA may deem are warranted, Appellant also respectfully requests that OPA order the following actions of GSA:

1. That GSA rescind its "Notice of Intent to Award" to Cars Plus, rescind Triple J's Bid Status, and issue a "Notice of Award" to Triple J as the lowest responsible and responsive bidder, after being ordered by OPA to lift the Stay of Procurement to proceed in accordance with OPA's decision on this appeal.

2. That OPA issue a determination that GSA violated Guam's Procurement Law by accepting a late modification or bid correction from Cars Plus without the requisite elements of late or corrected bids being met.

3. Alternatively, that GSA cancel and re-bid this procurement with clearer, unambiguous specifications to allow for fair and equitable treatment of all bidders, and to avoid prejudice to bidders and the Territory alike, which may require brand name designations for certain aspects of the needed product, and/or consultation with bidders and the using agency to put together cohesive specifications for a product that conforms with the needs of GPD and complies with all laws, rules, and regulations governing this procurement.

4. That OPA award to Triple J Motors its costs and fees involved in its bid preparation, protest, and this appeal.

5. That OPA provide to Triple J all such other and further relief as it may deem proper and just, in promotion of the underlying purposes and policies of Guam Procurement Law and in the best interests of the Territory of Guam.

C. SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS

Exhibit "A"	Triple J Protest Letter	November 11, 2015
Exhibit "B"	GSA Decision on Protest	November 23, 2015
Exhibit "C"	Letter from Triple J to GSA	September 28, 2015
Exhibit "D"	Letter from Triple J to GSA	October 5, 2015
Exhibit "E"	Letter from GSA to Triple J	November 4, 2015
Exhibit "F"	Triple J Bid Status	November 4, 2015
Exhibit "G"	Triple J Sunshine Act Request	December 1, 2015
Exhibit "H"	Letter from GSA to Triple J	December 4, 2015
Exhibit "I"	Letter from Triple J to GSA	December 7, 2015
Exhibit "J"	Abstract of IFB	September 25, 2015
Exhibit "K"	Seat Specifications from Prior Bids	June 2013 & April 2014
Exhibit "L"	Dodge Durango vs. Ford Interceptor	October 2013 & 2014
Exhibit "M"	IFB General Terms and Conditions	September 10, 2015
Exhibit "N"	IFB Amendment #1	September 18, 2015

D. DECLARATION RE COURT ACTION

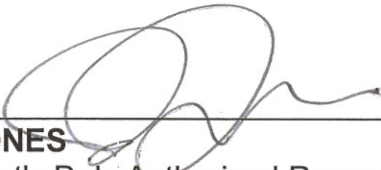
Pursuant to 5 GCA Chapter 5, unless the court requests, expects or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Auditor

will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned does hereby confirm that to the best of its 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 the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.


Submitted this 9th day of December, 2015.

By:



JAY JONES
Appellant's Duly Authorized Representative
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Tamuning, Guam 96913
(671) 646-9126

By:



**RAWLEN M.T. MANTANONA and
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