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March 28, 2016

Office of the Public Auditor
Suite 401 DNA Building
238 Archbishop Flores Street
Hagatna Guam 96910


RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS
DATE: March 28, 2016
TIME: 4:40 AM PM BY: AR
FILE NO OPA-PA: 16-02

PROCUREMENT APPEAL

Greetings:

Attached, please find the Notice of Appeal, Statement of Grounds of Appeal and Supporting Document and Exhibits of ONE-A Guam WEBZ.

Respectfully,



John Richard Bordallo Bell, Esq.

Attorney for Appellant One-A GUAM WEBZ



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

PART I- To be completed by OPA

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

PART II- Appellant Information

Name: 1-A GuamWEBZ
Mailing Address: P.O. BOX 7725
Tamuning GU 96931
Business Address: Office Unit 101 Ypao Garden
Tamuning GU 956931
Email Address: rhaj@guamwebz.com
Daytime Contact No: (671) 483-4826
Fax No.: _____

PART III- Appeal Information

- A) Purchasing Agency: Guam Community College
- B) Identification/Number of Procurement, Solicitation, or Contract: GCC-FB-16-006
- C) Decision being appealed was made on Feb. 24, 2016 (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
(Agency decision that award pending protest or appeal was necessary to protect the substantial interests of the government of Guam)

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

<u>WSI — Internet consulting & Education</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 28th day of March, 2016.

By: 
APPELLANT

or

By: John Richard Bordallo Bell, Esq. 
Appellant's Duly Authorized Representative
(Address)
(Phone No.)

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Attorney for Appellant 1-A GuamWEBZ

IN THE OFFICE OF THE PUBLIC AUDITOR

In the Appeal of

1-A GuamWEBZ, Appellant,

Docket No. OPA-PA _____

PROCUREMENT APPEAL

I. Appellant Information

- A) **Name:** 1-A GuamWEBZ("GuamWEBZ"); Rajesh "Rhaj" K. Sharma, President
- B) **Mailing Address:** P.O. Box 7725, Tamuning, GU 96931
- C) **Business Address:** Office Unit 101, Ypao Garden, 220 Ypao Road, Tamuning, GU 96913
- D) **Daytime Contact No.:** Office No. (671) 647-7167
- E) **Contact Person:** Attorney John Richard Bordallo Bell (contact information above)

II. Appeal Information

- A) **Purchasing Agency:** Guam Community College ("GCC")
- B) **Identification/Number of Procurement, Solicitation, or Contract:** Invitation For Bid (IFB) No. GCC-FB-16-006

- C) **Decision Appealed:** The February 23, 2016 Notice of Non-Award issued to GuamWEBZ by Mary A.Y. Okada, Ed.D., President/CEO of GCC.
- D) **Competing Bidders, Offerers, or Contractors known to Appellant:** WSI Guam; Carlos Halehale, General Manager.

III. Factual And Procedural Background For Appeal

1. In operation since 2005, GuamWEBZ is a duly-licensed local web design and development company specializing in website development and website management. Also in 2005, Mr. Carlos Halehale became WSI's General Manager¹. Prior to being awarded the contract at issue, WSI had not renewed its business license after it last expired June 30, 2013. **Exh. 1.**

2. On or about January 25, 2016, GCC issued a bid invitation GCC-FB-16-006 for "Website Services for Guam Community College." **Exh. 2.** The applicable bid packet included several detailed requirements, including but not limited to the résumés of the bidder's main personnel, a minimum of three business references, and various technical specifications. **Exh. 3.**

3. Requirements per the "Sealed Bid Solicitation Instructions," [Exh. 3, pp 3-5] included:

¶5 "[GCC] will base the award only upon the information provided in the bid envelope...**Incomplete bids will be considered unresponsive and ...disqualified.**" [emphasis added].

¶7 "No late bid [or] modification will be considered unless received before... award [and then only if GCC staff caused the bid or modification to be late]."

¶11 "The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Guam laws. Each page of confidential or proprietary information in the bid shall be labeled 'confidential' or 'proprietary.' **Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion.**" [emphasis added].

¹ <https://www.linkedin.com/in/carlos-halehale-1a474b21>

¶12 "The Procurement Officer shall...determine the validity of any request for non-disclosure of trade secrets and other confidential or proprietary data identified in writing."

4. Per the "General Terms And Conditions [of the] Sealed Bid Solicitation And Award"[Exh 3, pp 6-12]

¶1. All parties must act in good faith.

¶4. "Bidders are cautioned that the College **will not consider** for award any offer submitted by a bidder who **has not complied with the Guam Licensing Law.**"[emphasis added]

¶6. "Bidders shall comply with all specifications and other requirements of the Solicitation."

¶17. "Standard For Determination Of Lowest Responsible Bidder...[GCC] shall be guided by" the bidder's pricing, ability, speed of performance, character, integrity, reputation, judgment, experience, efficiency, previous and existing compliance with procurement rules, financial resources, ability to maintain the product/service, and "compliance with all of the conditions to the Solicitation."

¶20. "**Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation.** Failure to furnish the descriptive literature(s) by the time specified in Solicitation will require rejection of the Bid."[emphasis added]

¶23 "Award shall be made to the lowest responsible and responsive bidder....[GCC may] waive any **minor** irregularity...It is [GCC's] policy...to award contracts to **qualified local bidders.**"[emphasis added]

¶35 Awardees must comply with all laws.

5. On February 1, 2016, according to the minutes of the Mandatory Pre-Bid Conference [Exh. 4] , "Special Reminders" included that bidders must include their "Resume & References (see Scope of Work page 2) and "a copy of your *Business License* expiring June 30, 2016 (*required upon award*)." GCC noted the target website completion date of

July 1, 2016 could be extended if needed to July 18, 2016 and that the cost evaluation would be based on the total five year period of the contract.

6. On February 2, 2016, GCC's answers to bidder questions formed Amendment #1. **Exh. 5.** These clarifications included that GCC would not provide the awarded contractor access to the website's "current Hosting Account," that WSI was the current vendor, and that, per WSI's request and concern that GCC would be closed on February 8, 2016, the original Bid opening was rescheduled from February 9, 2016 to February 15, 2016. The Amendment #1 clarifications did not explain further why the new vendor would not have access to the current website (maintained by WSI) or what effect GCC's closure on February 8, 2016 would have on a bidder's ability to turn in its bid packet the next day, February 9, 2016.

7. Notwithstanding the extension, February 9, 2016 is the date of the bid packet ultimately turned in by WSI. **Exh. 6** [partial: 25 pgs released by GCC]. In its bid, notwithstanding the fact that it was then **unlicensed**, **WSI applied for the "Local Procurement Preference"** which, per its terms, required that WSI be a "businesses licensed to do business on Guam." **Exh 6, pg 17.**

8. As further explained below, only selected pages of WSI's bid were made available by GCC to GuamWEBZ as of the date of this appeal. Every page of WSI's 41 page proposal was marked 'confidential,' but GCC responded to GuamWEBZ's subsequent Freedom of Information Act ("FOIA") request by releasing pages 1-6; 15; 17-18; 21-22; 40-41 - just 13 pages of WSI's bid packet and 25 pages total. **Exh. 6; Exh. 7.**

9. WSI's "Statement of Qualifications" included none of the bid's required resumes or references. **Exh. 6, pp 2-3 of 41.** WSI's "Proposed Solution" to the bid specifications amounted to little more than a verbatim recitation of GCC's bid specifications with sprinklings of unspecific promotional blurbs which failed to specify exactly *how* WSI's plan would fulfill the requirements of the bid specifications. **Exh. 6, pp 4-41.**

10. On February 15, 2016, at 9:30am, as indicated by GCC's time-stamp [**Exh. 8**] GuamWEBZ timely submitted its proposal which GCC would later find met all requirements. **Exh 9.** Because GCC omitted all but a select few documents in its

response to GuamWEBZ' subsequent FOIA request, it is unclear when WSI submitted its proposal.

11. According to GCC's Bid Price Form, WSI submitted two proposals; one at \$87,900.00 for its "Proprietary" Content Management System ("CMS") and one at \$100,900.00 for its 'open-source' CMS using 'Drupal.' GuamWEBZ submitted its Drupal CMS proposal at \$ 99,610.00. **Exh 10.** According to GCC's Bid Abstract, all boxes for both bidders were checked to indicate all requirements were met, except that **"Contractor's or Business License" for WSI was the only item left unchecked.** [emphasis added] **Exh. 11.**

12. On February 16, 2016, per the FOIA'd documents from GCC:

- A Memo from GCC's Debbie Duenas, *Buyer II*, directed Jayne Flores, *Associate Director, Communications and Promotions*, Wesley Gima, *Program Specialist, VP Finance*, Francisco Camacho, *Data Processing Systems Administrator (MIS)*, and Dean Rivera, *Computer Systems Analyst II (MIS)* to evaluate the bids and submit the confidential evaluations and final recommendation by 5:00pm on **February 29, 2016**. Notably absent from the instructional Memo, considering she evaluated the bid, was Angela Cabrera, *Graphic Artist Technician I, Communications and Promotions*. **Exh.12.**
- Per the Memo from Flores to Joleen M. Evangelista, *Procurement & Inventory Administrator*, "the Web Site Advisory Group met today...Based on a thorough analysis...both companies have met the bid specifications...**lowest bidder deemed qualified is WSI's proprietary bid**...[and the Group is] excited...look forward to startup soon...[and] appreciates [GCC's] support as we work with WSI." [emphasis added]. **Exh 9.**
- Per GCC's Memo from Evangelista to Dr. Okada, the bid evaluation team (now including Cabrera) had met at 10:30 am this day and chose WSI as the **"lowest, most responsive and responsible vendor."** [contracting the Memo above from Flores to Evangelista; emphasis added]. Dr. Okada thus approved the award of the bid to WSI. **Exh. 13.**

13. On February 23, 2016, a week after GCC has chosen WSI, Dr. Okada's letter to GuamWEBZ advised WSI was awarded the bid because it was the **lowest** responsible and responsive bidder. **Exh. 14.**

14. On February 25, 2016, FOIA'd GCC, asking for,

1. "all records pertaining to the review, discussion, evaluation, and scoring."
2. the factors used to pick WSI over GuamWEBZ
3. the factors used to deny GuamWEBZ
4. the identities of the bid evaluation team
5. a copy of WSI's winning proposal. **Exh. 15.**

15. On March 1, 2016, Dr. Okada responded to the FOIA request accordingly:

1. Evaluation sheets and an abstract were provided
2. The **factors used to pick WSI** over GuamWEBZ, according to GCC were, "**the specifications and scope** [cost/price omitted from this answer] of work were set forth in the invitation to Bid to include Amendment #1 was the basis." [emphasis added].
3. The factor(s) used to deny GuamWEBZ, according to GCC, was, "The award was based on the **lowest**, responsible and responsive bidder." [emphasis added]
4. The identities of the bid evaluation team were disclosed.
5. Regarding WSI's winning proposal, "See attached 25 pages, all other pages are confidential/proprietary." **Exh. 7.**

16. On March 10, 2016, GuamWEBZ delivered its bid protest to GCC. **Exh. 16.** Points raised by GaumWEBZ in its **original protest** to GCC included (but were not limited to):

A. That WSI was currently unlicensed, having last renewed its licensed on September 4, 2012, which expired June 30, 2013.

B. That some bid evaluators had made blatant errors in the evaluation process.

E.g.:

1. Cabrera on page 2 of her evaluation sheet incorrectly **gave no credit to** GuamWEBZ for addressing **technical support/response time**, which GuamWEBZ had in fact done at pages 49-52 of its proposal.

2. Cabrera on page 2 of her evaluation sheet incorrectly **gave no credit to** GuamWEBZ for its providing a **comprehensive description of services**, which GuamWEBZ had provided on pages 24 and 40 through 95 of its proposal.

3. Cabrera on page 2 of her evaluation sheet incorrectly **gave no credit to** GuamWEBZ for its plan to **review content/recommend improvements**, which GuamWEBZ had provided on pages 42, 44, 49-52.

4. Cabrera on page 2 of her evaluation sheet incorrectly **gave no credit to** GuamWEBZ for its plan to **make the website user friendly**, which GuamWEBZ had provided on pages 40-51.

5. Cabrera on page 2 of her evaluation sheet incorrectly **gave no credit to** GuamWEBZ for its plan to **provide a detailed plan on web page navigation**, which GuamWEBZ had provided on pages 41,42,55-58, 74,75, and 81.

6. Cabrera on page 2 of her evaluation sheet incorrectly **y gave no credit to** GuamWEBZ for its plan to **provide standardized templates** which GuamWEBZ had provided on pages 41(¶7) 43, 74, and 79.

7. Cabrera on page 2 of her evaluation sheet incorrectly **gave no credit to** GuamWEBZ for its plan to **provide microsites** which GuamWEBZ had provided on pages 41, 42, 43, 54, 55, 79, and 80, sometimes using the interchangeable term "minisites."

8. Flores on page 4 of her evaluation sheet incorrectly **gave no credit to** GuamWEBZ for its plan to **provide an ADA accessible site** which GuamWEBZ had provided on page 42 (¶18).

C. That GuamWEBZ' Drupal CMS plan was more demonstrably reliable given its proven track record on Guam and GCC's inability to meaningfully evaluate WSI's "proprietary" CMS.

17. On March 11, 2016, the **day after GuamWEBZ complained** to GCC that WSI was operating and submitting bid proposals and claiming preference as a locally

licensed business, **WSI renewed its business license** which has been expired since June 30, 2013. **Exh. 1.**

18. On March 14, 2016, Dr. Okada and Evangelista signed a letter to GuamWEBZ explaining that its **protest was denied not on its merits but instead** on GCC's view that the protest was **untimely. Exh. 17.** GCC stated that, in its view, GuamWEBZ "[knew] or should have known the facts giving rise to" its protest at the very moment GuamWEBZ was emailed the Notice of Non-Award on February 24, 2016. Thus, reasoned GCC, the 14th and final date to submit a protest was March 9, 2016, the day before it was submitted by GuamWEBZ. GuamWEBZ' rejected bid proposal is attached in full as **Exh. 18.**

IV. Central Grounds for Appeal

19. **GuamWEBZ is an actual bidder, aggrieved by GCC's erroneous determination.** Thus, jurisdiction arises under 5 GCA § 5425(e).

20. **GuamWEBZ' March 10, 2016 protest submitted to GCC was wrongfully disregarded as untimely.**

21. As an initial matter, and without waiving any of its complaints in the original protest to GCC, GuamWEBZ' protest was timely. As GCC acknowledged in its March 14, 2016 denial of GuamWEBZ' protest, a "protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should know of the facts giving rise thereto." **5 GCA § 5425(a).** Here, GuamWEBZ had no way of knowing of the many procurement violations presented herein prior to receiving GCC's FOIA responses of March 1, 2016. Notwithstanding the incomplete responses and FOIA-related issues perhaps outside of OPA's jurisdiction, it was the FOIA responses which gave GuamWEBZ the factual basis for its protest. Thus, GuamWEBZ had at least until March 15, 2016 to timely file its protest at GCC, which it successfully did on March 10, 2016.

22. **WSI's Proposal failed to meet several requirements of the bid.**

A. Because WSI failed to meet the licensing requirement and was not entitled to local preference, GuamWEBZ was the lower bid.

23. As demonstrated above, GCC knew by February 15, 2016 that WSI was unlicensed and WSI did not renew its license until March 11, 2016. "The legal qualification to contract"(as opposed to a specialty license to perform a service) is a matter of responsibility." *John Brown, Procurement Law Primer (version 2.1), pp 102.*

24. Although the bid was ambiguously written to suggest this problem may be rectified by obtaining the license after the bid opening, "the local preference is a factor in determining the lowest acceptable bid. Since that is a matter determined at bid opening, it should follow that having a Guam business license is an issue of responsiveness solely for the purpose of determining if the bid of the bidder claiming the preference is entitled to the local preference, and not to further disadvantage or penalize an off-island bidder." *John Brown, Procurement Law Primer (version 2.1), pp 103.*

25. Even if WSI's lack of a business license did not immediately disqualify it from bidding, WSI misrepresented in its proposal package that it qualified for the local procurement preference of 15%. Had GCC properly given the 15% preference only to GuamWEBZ, WSI would not have won the bid with \$87,900.00 for its "Proprietary" Content Management System ("CMS") because GuamWEBZ' proposal at \$99,610.00 would have been effectively adjusted to the lowest bid at \$84,668.50.

26. **B. GCC did not objectively or sufficiently compare the proposals and award the bid as required by 5 GCA §5211 (e) and (g).**

Based on the above records of February 16, 2016, the bid evaluation team rushed in to their selection of WSI, the vendor they had been working with for years.

27. GCC had targeted July 1, 2016 as the date to launch the website and had represented that July 18, 2016 also would have been acceptable. Thus, bid reviewers had no good reason to rush through their "thorough" review of the proposals immediately after receiving them, especially considering they were asked to make a selection on February 29, 2016, two weeks later. Whether their haste in awarding the bid to WSI was

due to favoritism to familiar colleagues or simply an oversight by anxious employees, there were several obvious oversights of the review process, as indicated by ¶ 16 above.

28. Moreover, aside from actually being more expensive than GuamWEBZ in light of proper local preference credit, WSI's bid proposal, to the extent GuamWEBZ was permitted to see any of it, amounted to little more than verbatim recitation of GCC's bid specifications with sprinklings of unspecific promotional blurbs which failed to specify exactly *how* WSI's plan would fulfill the requirements of the bid specifications. Despite the fact that GuamWEBZ detailed technical specifications spanned the majority of its 100+ page proposal, WSI, despite having *two* proposals, turned in just 41 pages. While quality theoretically can trump quantity, it is simply not plausible that WSI's proposals more thoroughly addressed the bid's technical requirements than did GuamWEBZ'.

29. It is unclear why Evangelista misrepresented the findings of the bid evaluation team in her Memo to Dr. Okada. As indicated above, Flores' team told Evangelista that WSI's proprietary CMS was the "lowest bidder deemed qualified" yet Evangelista represented to Dr. Okada that the team had found WSI was the "lowest, most responsive and responsible vendor." These are not mere semantics. Flores' team only stated (not taking into account the locally licensed preference) that WSI was 'cheaper,' yet Evangelista told Dr. Okada, the ultimate decision-maker, that Flores' team and found WSI effectively 'cheaper and better.' The record is made even more problematic by the fact that GCC, in its FOIA responses no. 2 and 3, seem to claim both that WSI won because they were 'better' regarding scope and specifications, yet simultaneously claimed GuamWEBZ lost the bid its proposal was more expensive. The best that could be said for GCC's official explanations as to how it chose a winner is that they are inconsistent and vague.

30. Because WSI's CMS proposal is "proprietary," GCC will not 'own' the website as compared to GuamWEBZ' or even WSI's own equivalent Drupal proposal. This is because, with a 'proprietary' rather than 'open-source' CMS, the owner of the proprietary programming owns the code which operates the system. Essentially, GCC

would not have its own 'keys' to have full access to the website programming the way it would with GuamWEBZ' proposal.

C. WSI's proposal should have been disqualified as insufficiently responsive to the substantive technical requirements of the bid invitation.

31. As stated above, WSI's "Statement of Qualifications" included none of the bid's required resumes or references. WSI's "Proposed Solution" to the bid specifications amounted to little more than a verbatim recitation of GCC's bid specifications with sprinklings of unspecific promotional blurbs which failed to specify exactly *how* WSI's plan would fulfill the requirements of the bid specifications.

D. Even if some of WSI's proposal was lawfully confidential/proprietary, it was not correctly handled as such, which thwarted required transparency.

32. Per the clear terms of the bid packet, any materials WSI wished to remain confidential and proprietary was required to be "readily separable from the bid in order to facilitate public inspection of the non-confidential portion." Instead, from what can be gleaned from the portions released by GCC, WSI simply marked every page of its proposal "confidential." Moreover, GCC seemed to arbitrarily pick and choose which of WSI's pages were confidential because it released several pages clearly marked "confidential." Pages which obviously could not have been properly withheld, such as the front page of WSI proposal which would have indicated what time it was submitted, were withheld. Any efforts by WSI or GCC to violate the intended transparency of the bidding process by simply marking everything confidential would violate the terms of the bid packet itself which required all parties to act in good faith.

V. GuamWEBZ' Prayer For Relief

33. GuamWEBZ seeks a final administrative decision and order from the OPA that rectifies GCC's erroneous determination that WSI was the lowest responsive and responsible bidder. GuamWEBZ also respectfully requests that OPA order the following actions of GCC:

A. That GCC impose an automatic stay of this procurement pending final administrative adjudication of GuamWEBZ' protest and appeal.

B. That GCC declare GuamWEBZ as the lowest responsible and responsive bidder entitled to an award in the above-referenced bid in the best interests of the Territory.

C. That OPA award to GuamWEBZ its reasonable value of time preparing the protest and appeal, as well as attorneys fees and costs involved, as well as any other damages permissible under governing law including but not limited to 5 GCA § 5425.

Respectfully submitted at Agana, Guam this 28th day of March 2016.



John Richard Bordallo Bell
Attorney for Appellant 1A Guam WEBZ

VERIFICATION

AK PFS
I, ~~R~~ajesh K. Sharma, hereby declare state under penalty of perjury under the Laws of the Territory of Guam that the foregoing are all true and correct of my own personal knowledge.

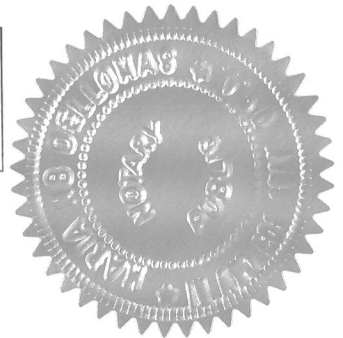
3/28/16
Date

By: *Rajesh K. Sharma*
Rajesh K. Sharma, President
1-A GuamWEBZ

SUBSCIBED AND SWORN to before me this 28th day of March, 2016 in Tamuning, Guam.

MARIA MB DELLOMAS
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JULY 07, 2018
PMB 884 111 Chalan Balako Machanao
Dededo, Guam 96929

Maria M. Dellomas
NOTARY PUBLIC



CERTIFICATE OF SERVICE

I, John Richard Bordallo Bell, hereby declare that on the ____ day of March, 2016, I will cause to be served, via hand delivery, a true and correct copy of Notice of Appeal, Statement of the Grounds for Appeal, Supporting Documents and Exhibits and Declaration of Service upon the following counsel of record"

Respectfully submitted at Tamuning Guam this 28th day of March 2016.

By: *John R. Bordallo Bell*
John Richard Bordallo Bell, Esq.

Table of Exhibits

1. Exhibit 1 – Tax Documents of WSI
2. Exhibit 2 – Guam Community College (GCC) Bid Invitation
3. Exhibit 3 – Bid Packet with Instructions
4. Exhibit 4 – Pre-Bid Conference Minutes
5. Exhibit 5 – Amendment No. 1
6. Exhibit 6 – WSI Proposal
7. Exhibit 7 – GCC FOIA Response
8. Exhibit 8- GCC's time-stamp of GuamWEBZ' proposal
9. Exhibit 9 – February 16, 2016 Memo from Jayne Flores to Joleen Evangelista
10. Exhibit 10 – Bid Price Form
11. Exhibit 11- Bid Abstract
12. Exhibit 12 – February 16, 2016 Memo from Debbie Duenas to Jayne Flores
13. Exhibit 13 – February 16, 2016 Memo from Joleen Evangelista to Dr. Mary Okada
14. Exhibit 14 - February 23, 2016 Notice of Non Award
15. Exhibit 15 – February 25, 2016 FOIA Request
16. Exhibit 16 – Guam WEBZ Bid Protest
17. Exhibit 17- March 10, 2016 GCC Denial of Guam WEBZ Bid Protest
18. Exhibit 18 – Complete Bid Proposal Guam WEBZ