

IRIARTE CAMACHO CALVO LAW GROUP LLC

ELYZE M. IRIARTE
eiriarte@icclawgroup.com
134 W Soledad Ave., Suite 401
Hagåtña, Guam 96910
Telephone No. 671.472.6813
Facsimile No. 671.477.4375

Attorneys for Appellant
BASIL FOOD INDUSTRIAL SERVICES CORPORATION

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

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FILE NO OPA-PA: 16-006, 16-008

BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY

IN THE APPEAL OF

BASIL FOOD INDUSTRIAL SERVICES
CORPORATION.

Appellant.

APPEAL NO. OPA-PA-16-006
OPA-PA-16-008

**BASIL FOOD INDUSTRIAL SERVICES
CORPORATION'S REPLY TO
OPPOSITION TO MOTION TO STRIKE
APPEARANCE OF SH ENTERPRISES**

In OPA-PA-16-006, Basil Food Industrial Services Corporation filed its Motion to Strike the appearance of SH Enterprises, Inc. on July 11, 2016. Unbeknownst to Basil, four days earlier the OPA had consolidated OPA-PA-16-006 and OPA-PA-16-008, and had attempted to serve that notice to Basil at fax number 477-6813. However, earlier in this case, on June 28, 2016, Basil had informed the OPA of a correction to its fax number. Due to oversight, the OPA continued to use the incorrect fax number.

Had Basil been aware of the consolidation order, it would have filed a timely Motion to Reconsider the Consolidation. The OPA's reasoning for the consolidation is that "both appeals concern the same parties and similar issues." However, the consolidation prejudices OPA-PA-16-006. OPA-PA-16-006 concerns the breach of GSA-10-14 and GSA-11-14, in which SH has no privity of contract. Not

REPLY TO OPPOSITION TO MOTION TO STRIKE THE APPEARANCE OF SH ENTERPRISES

being a party to those Contracts, SH does not have an interest in those Contracts and no standing to provide arguments as to whether GSA's termination of the Contracts amounted to a breach. Furthermore, because SH is the only entity which requests a hearing on OPA-PA-16-006, it only seeks to extend and prolong the hearing rather than submit the matter to the OPA for an expeditious ruling. Notably, SH has not submitted any substantive briefing in OPA-PA-16-006.

The OPA need not confuse the termination of the Contracts with the emergency procurement appeal. OPA-PA-16-006 has just two parties involved, and the central issue of whether the termination amounted to a breach has been fully briefed by the concerned parties. The other, OPA-PA-16-008, involves all three parties and centers on GSA's faulty procurement *after* it deemed the Contracts to be terminated. Chronologically and procedurally, these are two separate and separable occurrences.

The OPA need not gather or consider any of SH's input on the breach of GSA-10-14 and GSA-11-14 when SH has no interests at stake in those Contracts and has not set forth a position to date. Accordingly, the OPA should reconsider its consolidation of OPA-PA-16-006 and OPA-PA-16-008, consider OPA-PA-16-006 fully submitted for consideration and a final decision, and strike SH's appearance in OPA-PA-16-006.

DATED: Hagåtña, Guam, 26 July 2016.

IRIARTE CAMACHO CALVO
LAW GROUP LLC



ELYZE M. IRIARTE