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**RECEIVED**  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS

DATE: June 1 / 2016

TIME: 4:30  AM  PM BY: Chris

FILE NO OPA-PA: 16-003

8 BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY  
9 HAGÁTÑA, GUAM

10 IN THE APPEAL OF ) OPA-PA-16-003  
11 )  
12 TLK MARKETING CO., LTD. ) **OPPOSITION TO A MOTION IN RE A**  
13 ) **STAY**  
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Appellant

15 **COMES NOW APPELLEE** Guam Visitors Bureau and Opposes  
16  
17 Appellant TLK Marketing's Motion for a Stay in this matter.

18 **\*\*\* Statement of Fact\*\*\***

- 19 1. The Guam Visitors Bureau issued a Request for Proposals in this matter  
20 on 25 November 2015. After evaluation of proposals received in response to the  
21 solicitation, the Bureau entered a contract with a successful proposer on 14  
22 March 2016 .  
23  
24 2. Appellant's month to month contract was terminated on 31 March 2016.  
25

ORIGINAL

1 3. Appellant filed a protest in this matter on 24 March 2016; 08 days after  
2 the contract was entered.

3  
4 4. Appellant TLK Marketing Co., Ltd., filed a “Motion for Orders  
5 Confirming the Automatic Stay” in this matter on 06 May 2016.

6 **\*\*\* Statement of Points and Authority \*\*\***

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8 TLK states that its protest triggered the automatic stay mandated by 5  
9 Guam Code Ann. §5425(g). That code section states, “In the event of a timely  
10 protest under Subsection (a) of this Section or under Subsection (a) of § 5480 of  
11 this Chapter, the Territory shall not proceed further with the **solicitation** or with  
12 the **award** of the contract prior to final resolution of such protest . . .” 5 *Guam*  
13 *Code Ann. §5425(g)(emphasis added)*. Here there is nothing to “stay”; the  
14 contract had been awarded and the solicitation completed at the time of the  
15 protest. *See Guam Imaging Consultants, Inc. vs. Guam Memorial Hospital,*  
16 *2004 Guam 15, ¶34 (Guam 2004)* “We therefore hold that the interim sole  
17 source contract was awarded to GRC prior to May 16, 2003. Accordingly,  
18 RADS’ protest of the interim sole source contract did not trigger the automatic  
19 stay.”  
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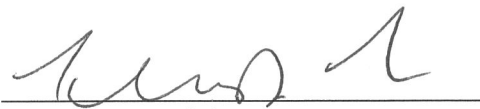
23 Appellant believes however that there were procedural failures and  
24 irregularities that render the contract void or perhaps prevented contract  
25

1 formation. Those are questions and issues to be addressed in the appeal, not in a  
2 motion attendant to the appeal. The facts are that the solicitation is complete  
3 and contract awarded. This occurred before the protest. There is no stay.  
4

5 It may be that the Office of Public Accountability ultimately determines  
6 that the procurement is flawed and issues curative orders (we don't believe it  
7 will), but the findings which would lead to such orders do not defeat the fact that  
8 the solicitation is concluded and a contract was signed prior to a protest.  
9

10 **\*\*\* Relief Requested \*\*\***

11 **APPELLEE** Guam Visitors Bureau respectfully Prays the Office of  
12 Public Accountability Deny Appellant's Motion for Orders Confirming an  
13 Automatic Stay.  
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17 Thomas J. Fisher  
18 Legal Counsel for Appellee  
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