



Jerrick Hernandez <jhernandez@guamopa.com>

See Attached - E-File and E-Serve - Data Management Resource - OPA-PA-22-004

Marie L. Cruz <mlcruz@oagguam.org>

Wed, Jul 13, 2022 at 4:20 PM

To: Jerrick Hernandez <jhernandez@guamopa.com>

Cc: ADMIN DESK <info@terlajelaw.com>, Matthew Santos <matthew.santos@bsp.guam.gov>, Venido.Torres@guam.gov, Jessica Toft <jtoft@oagguam.org>

The attached documents are E-Filed to OPA and E-Served to the office of Jacqueline T. Terlaje - Motion to Dismiss w/ Exhibit A. Please acknowledge email and attachment receipt. (Note: Please disregard the blank pages). Thank you.

*Marie L. Cruz**Paralegal II*

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 **07-13-22 OPA-PA-22-004.pdf**
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**IN THE OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEAL**

IN THE APPEAL OF:)	DOCKET NO. OPA-PA-22-004
)	
DATA MANAGEMENT RESOURCES,)	
LLC,)	
)	
Appellant,)	MOTION TO DISMISS
)	
and)	
)	
OFFICE OF THE GOVERNOR OF GUAM,)	
)	
Purchasing Agency.)	
)	

The Office of the Attorney General, on behalf of the Office of the Governor of Guam hereby moves for an order dismissing the appeal filed by Data Management Resources, LLC (“DMR”) in its entirety.

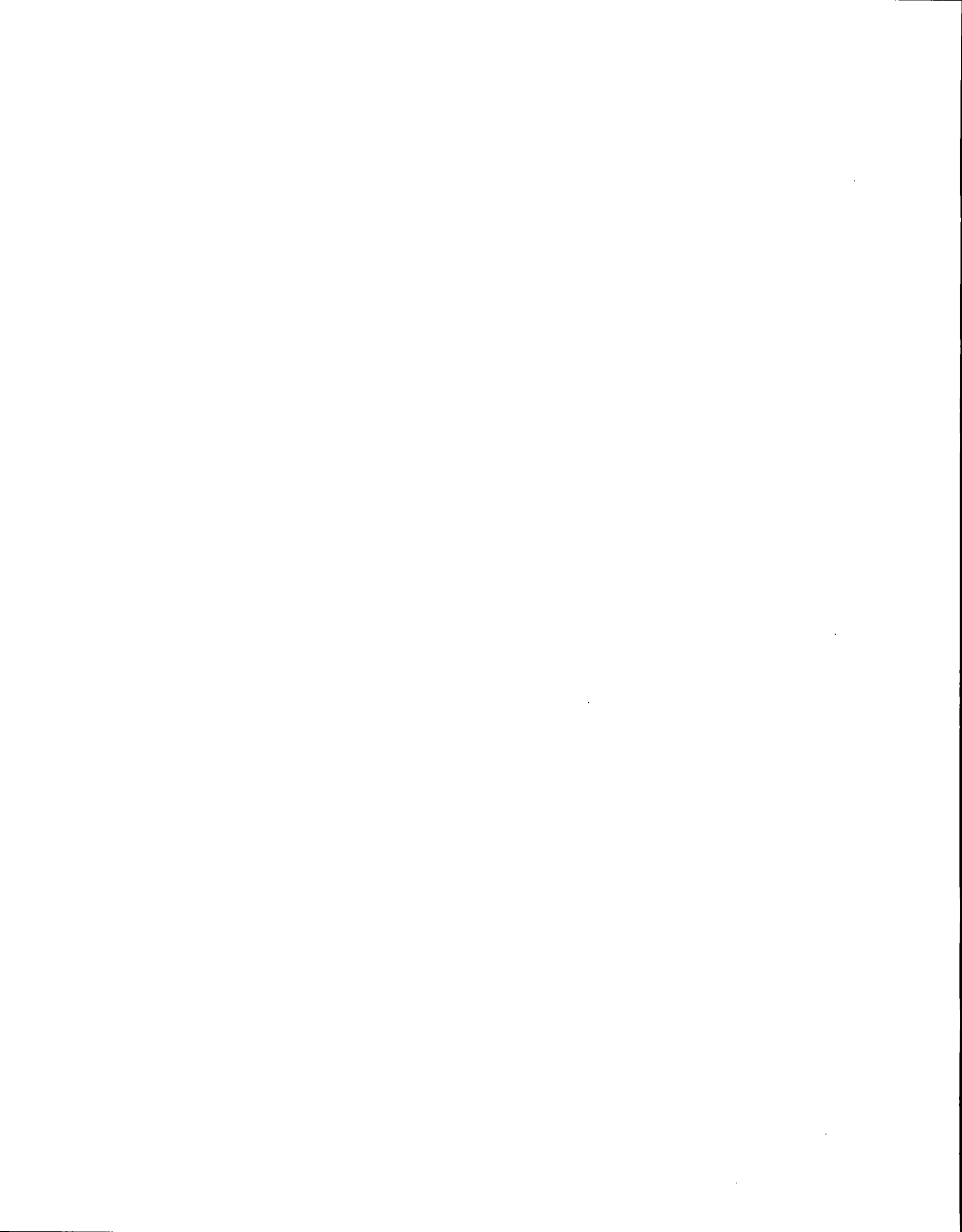
I. FACTUAL BACKGROUND

On February 7, 2022, GOV issued RFP-Office of the Governor of Guam-2022-001, re: Procurement of Professional Services for the government of Guam Licensing and Permitting System (“RFP”). On February 25, 2022, Appellant submitted questions to GOV via e-mail. On March 5, 2022, GOV issued all questions and answers submitted to all registered potential Offerors. On March 19, 2022, Appellant sent an email to Matthew Santos, the RFP’s designated Single Point of Contact for vendor communications, in protest of the RFP (Letter of Protest #1”). On April 8, 2022, Appellant sent another email to Matthew Santos, the RFP’s designated Single Point of Contact for vendor communications, in protest of the RFP on other grounds (“Letter of Protest #2”). GOV took no further action in the RFP except to suspend all actions until GOV issued its denial of both Appellant’s protests on May 24, 2022.

After issuing the decisions on the Letters of Protest, GOV made a written determination in the procurement record to proceed with the procurement pursuant to 5 GCA § 5425(g)(1) and 2 GAR, Div. 4 § 9101(e)(1), and sent notice of this determination to Appellant on May 24, 2022. Appellant did not file a protest of this determination with the Office of Public Accountability (“OPA”) within two (2) days, as required by 5 GCA § 5425(g)(1) and 2 GAR, Div. 4 § 9101(e)(1). On May 27, 2022, after waiting the required two (2) days, GOV proceeded with the procurement, and issued Amendment No. 3 to set a new proposal submission deadline of June 10, 2022 for the RFP. On June 9, 2022, GOV received the notice of receipt of appeal from the Office of Public Auditor (“OPA”). On June 10, 2022, GOV received proposal submission(s). On July 1, 2022, GOV received Notice of Award from the Department of Interior for Grant No. D20AP00048, extending funding for this RFP through September 30, 2023. This Notice of Award is attached to this Motion to Dismiss as “Exhibit A.” Department of Interior Notice of Award, DP20AP00048 (July 1, 2022)

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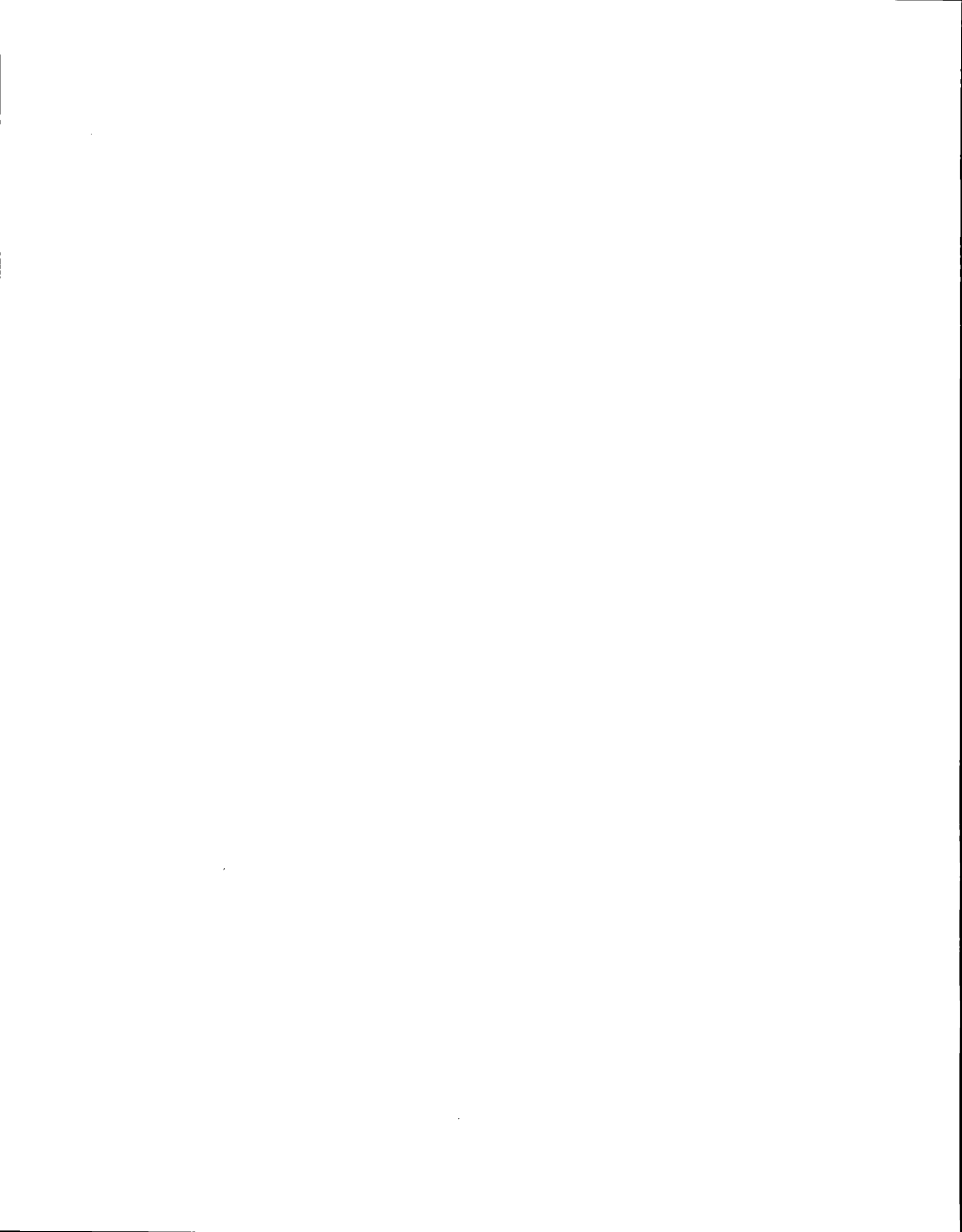
II. DISCUSSION

A. Failure to State a Claim for Redress/Standing

In order to have standing, a plaintiff must adequately establish: (1) an injury in fact (i.e., a “concrete and particularized” invasion of a “legally protected interest”); (2) causation (i.e., a “fairly ... trace[able]” connection between the alleged injury in fact and the alleged conduct of the defendant); and (3) redressability (i.e., it is “likely” and not “merely ‘speculative’” that the plaintiff’s injury will be remedied by the relief plaintiff seeks in bringing suit). *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560–561 (1992).

Failure to ask for the appropriate remedy provided by law, failure to specifically set forth the causes of action, or any failure to strictly follow the mandates of the laws or rules conferring jurisdiction upon an adjudicative body deprives the adjudicative body of jurisdiction to hear the matter, and mandates dismissal of the action. *California v. Texas*, 141 S.Ct. 2104, 2115-2116, 210 L.Ed.2d 230 (June 17, 2021) (Plaintiffs were deprived of standing by failing to request the appropriate relief available under the law, and by requesting the wrong type of relief); *M.S. v. Brown*, 902 F.3d 1076, 1082, 1083-1090 (9th Cir. 2018) (Even where a plaintiff requests relief that could redress a claimed injury, there is no redressability, as required for standing, if the requested relief is beyond the scope of available relief); and *see e.g., Iwachiw v. New York State Bd. of Elections*, 186 Misc.2d 577, 719 N.Y.S.2d 800 (N.Y.Sup., 2000)(dismissal appropriate where petition failed to state a cause of action based on vague, conclusory allegations, and failed to request the specific relief provided by statute).

The underlying Letters of Protest filed by DMR failed to allege any injury and failed to request any remedy at all. The appeal filed by DMR still fails to allege any injury, still fails to request the relief available under law, and now requests haphazard orders for relief mostly from events occurring after disposition of its Letters of Protest.

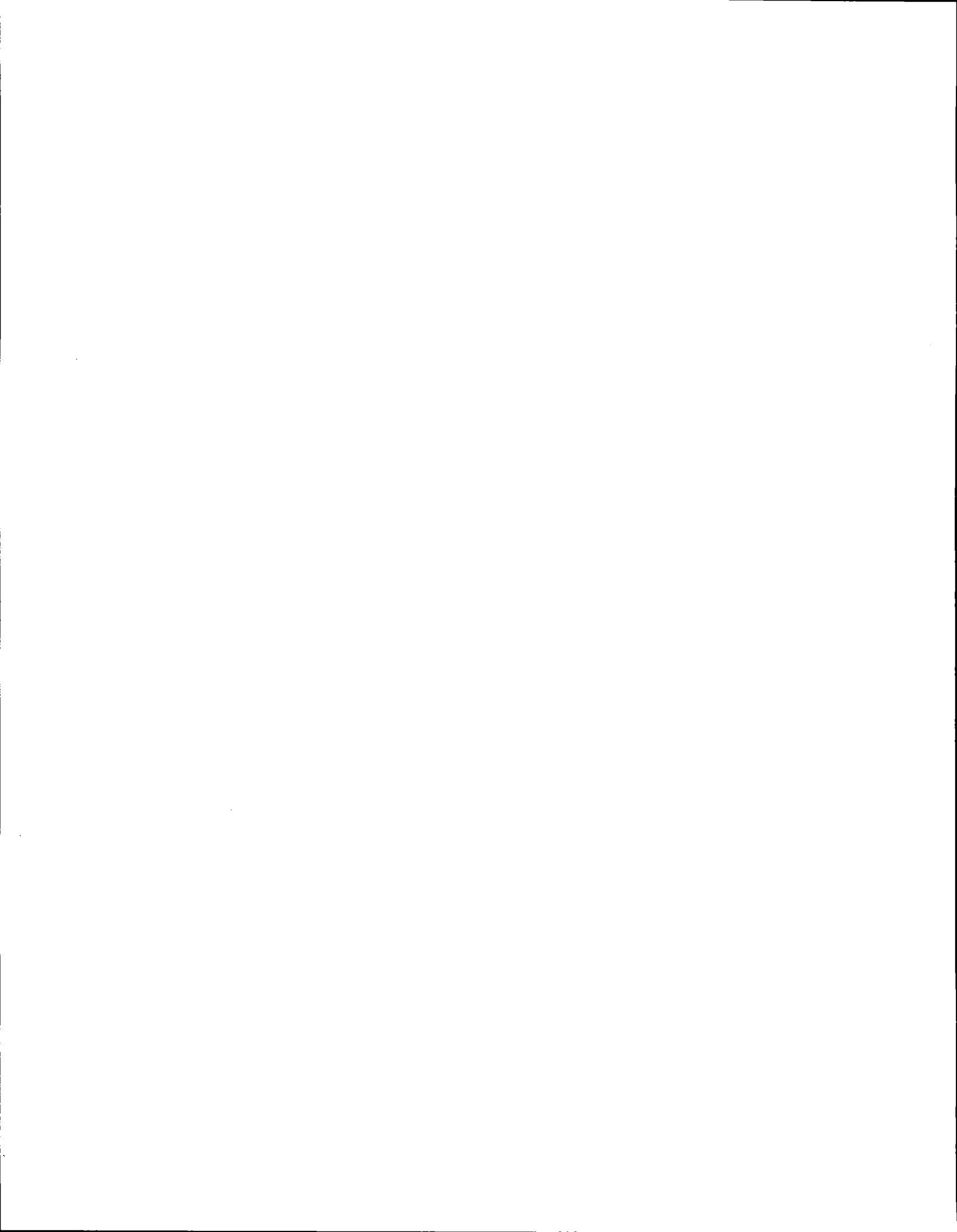


Specifically with regard to the GOV, DMR requests two general types of relief: 1) rulings voiding GOV actions taken after disposition of its Letters of Protest, which actions are not the subject of any protest filed by DMR and were not timely protested; and 2) orders directing the GOV to comply with the provisions of Guam's Procurement Law and possibly applicable federal law.

"If prior to award it is determined that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall be: (a) cancelled; or (b) revised to comply with the law." 5 GCA § 5451. DMR does not request revision of the RFP, nor does it request cancellation of the RFP. Even if this appeal were to be sustained, there is no request for any of the available remedies that can be granted on the basis of alleged improprieties in the solicitation, and therefore, no "injury ... that is likely to be redressed by a favorable decision." *Simon v. E. Kentucky Welfare Rights Org.*, 426 U.S. 26, 38 (1976).

Further, this appeal should not be sustained because DMR fails to plead sufficient facts to support its conclusory claims and survive a GRCP 12(b)(6) motion to dismiss. DMR has not set forth any facts to show that the solicitation is "in violation of law." Most of DMR's claims/requests for relief on appeal were not raised in its underlying Letters of protest. However, of the claims that were previously raised by DMR, none is sustainable.

DMR requests "[a]n order sustaining the Protest and directing the OOG to respond to questions" and an order "to restrict the conduct of government from engaging in unfair practices to the prejudice of all prospective offerors." GOV already provided responses to all questions to all prospective offerors on March 5, 2022. DMR fails to indicate any specific questions that it feels were not answered on March 5, 2022, and fails to cite any violations of law with regard to the questions and answers provided. Further, DMR fails to allege or describe any specific unfair practices that have been conducted by GOV.

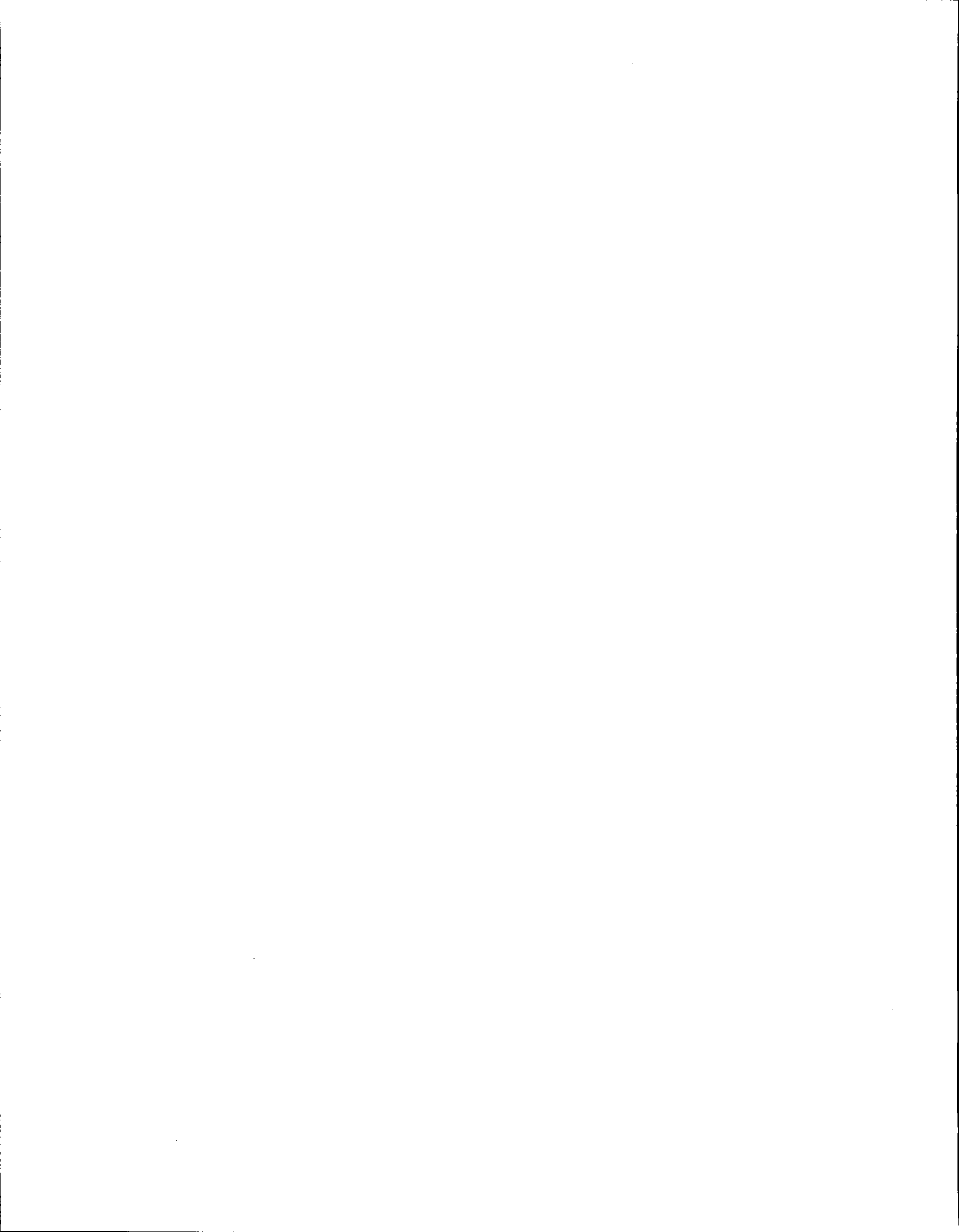


DMR also requests “[a]n order sustaining the Protest and directing the [GOV] to comply with good faith requirement for entry into a contract only for the term permitted by allotted funding” and “a factual finding that entry into a multi-year contract without any reasonable and significant identification of funding is an unreasonable condition imposed by the RFP in contravention of applicable federal law.” DMR fails to cite or allege which applicable federal law is allegedly being violated. GOV has clearly identified the source of the funding in the RFP, and this funding has just been extended for another year. *See* Exhibit A.

There is no requirement that the term of any contract be limited to currently available funding. 5 GCA § 5237 specifically allows “a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Territory provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. 5 GCA § 5237(a). GOV has funds available for the first fiscal period of the contract, and has included all conditions of renewal or extension in the RFP. There is no obligation of the government to maintain funds available for the term of the contract. *Id.* Payment and performance obligations for succeeding fiscal periods after the first fiscal period of the contract are always “subject to the availability and appropriation of funds therefor.” *Id.*, (a) and (c).

DMR also appears to request that [GOV] “comply with 5 G.C.A. § 5141(b).” DMR complains that “[s]pecifically, Government of Guam employee Matthew Santos is the identified as the Single Point of Contact for the RFP. See RFP-2022-001, p. 5 Section E; p 7, Section H Matthew Santos is also identified as the Author for RFP-2022-001. See RFP-2022-001, p. 5 Section 0.”

It is unclear what relief DMR is requesting with regard to this allegation. DMR does not specifically request that Matthew Santos attend trainings, nor does it request that the RFP be revised or cancelled on this basis. In any case, GOV has substantially and materially complied



with 5 GCA § 5141(b). The Procurement Officer who is responsible for the RFP, and is the authorized official and signatory for the issuance of the RFP, has attended all required trainings, and DMR has failed to specifically request relief or allege how it is materially affected or prejudiced by these allegations.

DMR requests “[a]n order requiring the OOG to comply with posting requirements imposed by 5 G.C.A § 5220.” DMR has never previously raised this issue in a protest; however, GOV has complied with 5 GCA § 5220, and this is apparent from the procurement record filed with the OPA. There is no requirement that the GOV post every notice issued as part of a solicitation on a website. 5 GCA § 5220.

DMR requests “[a]n order requiring the OOG to comply with the record maintenance imposed by 5 G.C.A § 5249.” Again, DMR has never previously raised this issue in a protest; however, GOV has complied with 5 GCA § 5249, and this is apparent from the procurement record filed with the OPA. DMR fails to set forth any specific violations or causes of action with regard to this request.

DMR demonstrates no injury, and requests remedies that would not resolve its complaints. The relief requested is tantamount to a request that the OPA order the GOV to “follow the law” without a specific citation to a specific law. This appeal, in its entirety, should be dismissed for failure to plead sufficient facts to support DMR’s conclusory legal claims, failure to specifically state claims, failure to demonstrate injury, and failure to request available and appropriate remedies.

B. Mootness

A motion to dismiss is properly brought for lack of subject-matter jurisdiction under GRCP 12(b)(1). Guam R. Civ. P. 12(b)(1). Mootness is a component of subject matter jurisdiction. *Linsangan v. Gov’t of Guam*, 2020 Guam 27 ¶ 30 (“Mootness is a threshold jurisdictional issue under the well-settled concept that courts may not give opinions upon moot questions or abstract



propositions.” (streamlined)). Mootness can arise at any stage, including on appeal. *Id.*, at ¶ 32. “Whether a lawsuit is moot is a question of law reviewed de novo.” “Likewise, the interpretation of a contract is a legal question reviewed de novo.” *Basil Food Indus. Servs. Corp. v. Territory of Guam*, 2019 Guam 29, ¶ 9 (Guam Dec. 31, 2019) (internal citations omitted).

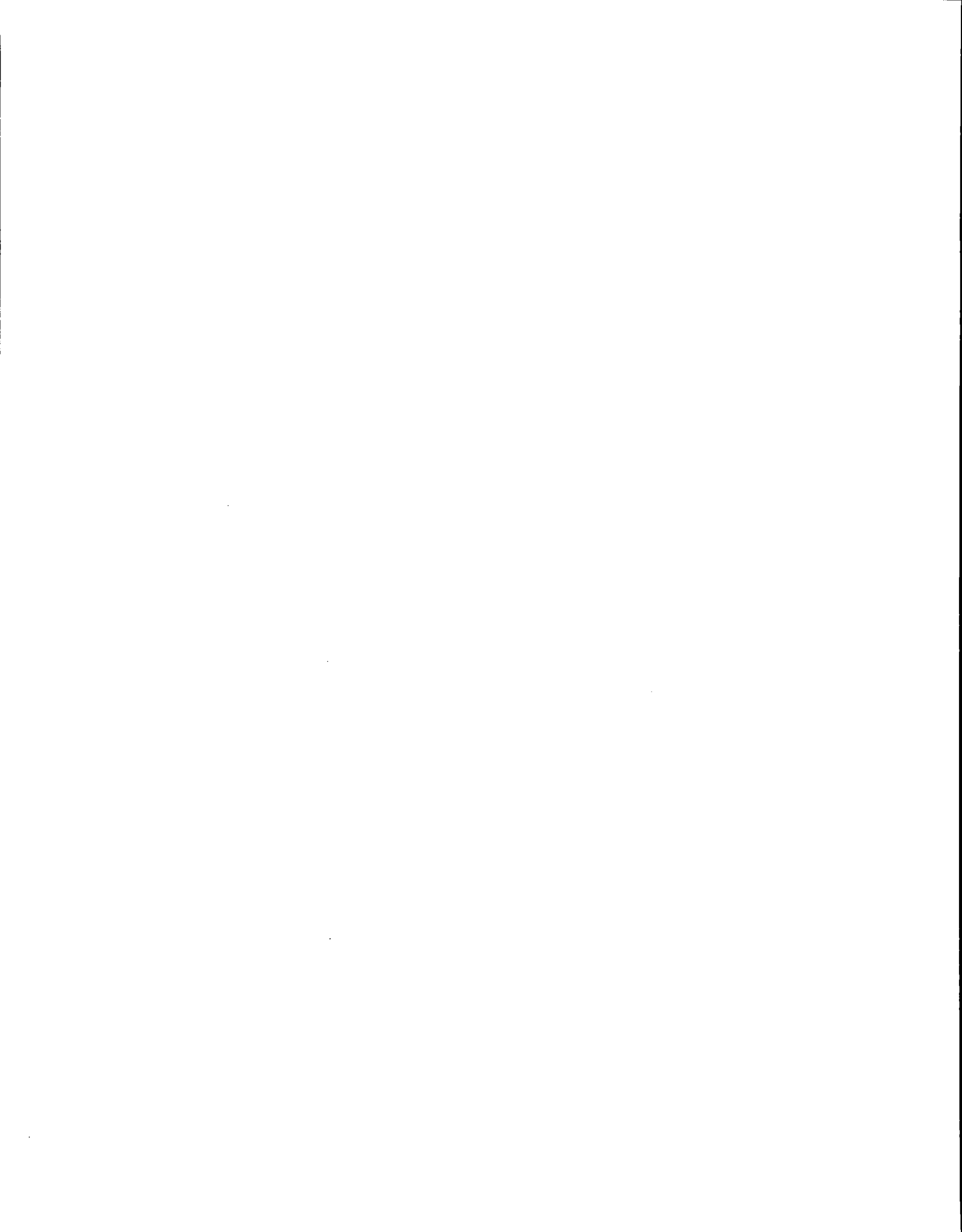
‘[T]he test for mootness is whether the ‘issues involved in the trial court no longer exist’ because intervening events have rendered it impossible for the reviewing court to grant the complaining party effectual relief.’ Furthermore, ‘mootness can arise at any stage of litigation.’ [] Therefore, at any point, our courts may lose jurisdiction since ‘courts may not give opinions upon moot questions or abstract propositions.’ [] Moreover, the court has recognized that intervening events or changed circumstances that make it impossible for a reviewing court to grant the complaining party effectual relief will render a case moot.

Rapadas v. Benito, 2011 Guam 28 ¶ 16 (internal citations omitted).

Nearly all of DMR’s claims are based on the DMR’s conclusory statements that the RFP imposes “unreasonable conditions” and “arbitrary action” upon potential vendors. However, DMR does not claim and has not claimed that these unreasonable or arbitrary conditions are preventing or have prevented DMR from participating in the procurement process. None of the issues raised by DMR have any bearing on DMR’s ability to apprise the GOV of its qualifications in a proposal; including its business information, technical training and education, specific and general experience, qualifications and ability, personnel, products and facilities, availability, plan to perform, financial resources, or record of past performance. 2 GAR, Div. 4, § 3114(f)(1)(H) and (f)(2); and RFP, Section I, ¶¶ K, L, M, N, O, P, Q, and R. All of the information sought concerning DMR’s business is and has been in DMR’s possession.

Further, on June 10, 2022, GOV received proposal submissions. Due to this intervening event, effectual relief to DMR is not possible. DMR is calling for the OPA to render an opinion upon moot questions and abstract propositions.

[T]he exercise of [] judicial power “depends on the existence of a case or controversy.” *See Preiser v. Newkirk*, 422 U.S. 395, 401 (1975); *see also Tumon Partners, LLC v. Shin*, 2008 Guam 15 ¶ 37 (“It is a well-settled general rule that the existence of an actual controversy is an essential requisite to [] jurisdiction....” (citations omitted)).



Every judicial tribunal has a duty “to decide actual controversies by a judgment which can be carried into effect, and not to give opinions upon moot questions or abstract propositions, or to declare principles or rules of law which cannot affect the matter in issue in the case before it.” *Mills v. Green*, 159 U.S. 651, 653 (1895). This is true absent fault of any party. *See id.* [¶] A claim is moot “when the issues are no longer live or the parties lack a legally cognizable interest in the outcome.” (*Town House Dep’t Stores, Inc. v. Ahn*, 2000 Guam 32 ¶ 9 (internal quotation marks and citation omitted)). ... [¶] Even if mootness is not raised by the parties “courts are required *sua sponte* to examine jurisdictional issues.” []

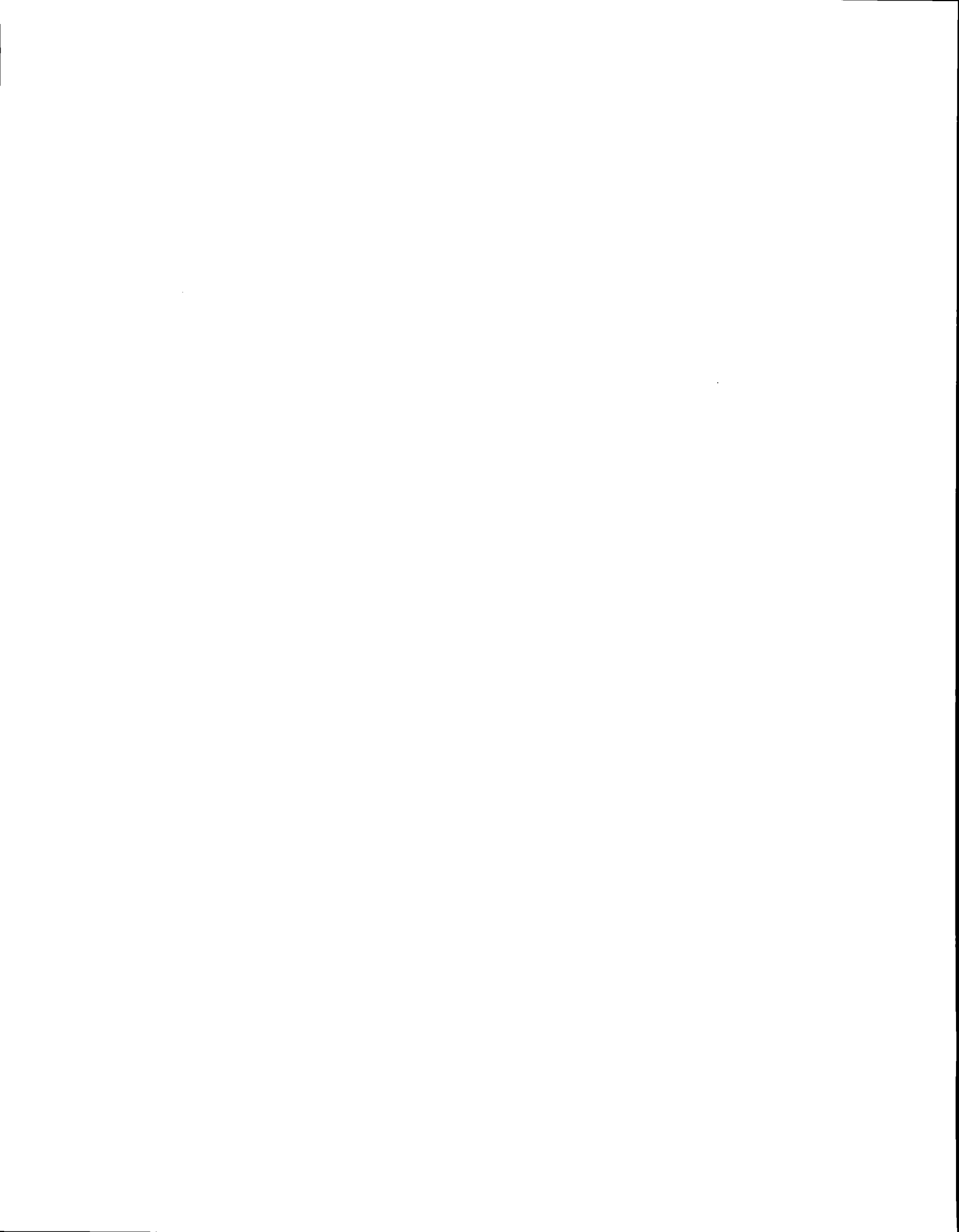
In the Matter of the Guardianship of Ulloa, 2014 Guam 32 ¶¶ 24-27.

Intervening events have dispelled the existence of an actual controversy, an essential requisite to the OPA’s jurisdiction. In addition, DMR still does not request revision of the RFP or cancellation of the RFP. Thus, the OPA should dismiss for failure to state claims that can be redressed by the OPA. Because the issues are no longer live, the OPA should not be asked to “declare principles or rules of law which cannot affect the matter in issue in the case before it.” *Id.*, at ¶¶ 24, 25.

C. Untimely

The RFP was published on February 7, 2022, containing its Scope of Services and all alleged defective or “arbitrary” terms about which DMR complains. DMR registered for, and was sent a copy of the RFP on February 7, 2022 at 9:19 a.m. ChST. February 7, 2022 is the date that DMR was on notice that the RFP included these allegedly defective terms. None of the terms that DMR claims are “arbitrary” or “unreasonable” have been changed since February 7, 2022, and they were not changed by the Questions or Answers issued on March 5, 2022. As such, the Letters of Protest were submitted beyond the 14-day time period of when DMR first knew or should have known of the facts giving rise to its complaints. 5 GCA § 5425(a) and 2 GAR, Div. 4 § 9101(c)(1); *see also In the Appeal of ASC Trust Corporation*, OPA-PA-09-010 (finding that the fourteen-day clock begins when a party first becomes aware of facts giving rise to the protest).

Further, DMR requests “[a]n expedited ruling voiding the Notice of Determination to Proceed pursuant to 5 G.C.A §5425(g)(l).” GOV assumes that DMR is requesting that the OPA



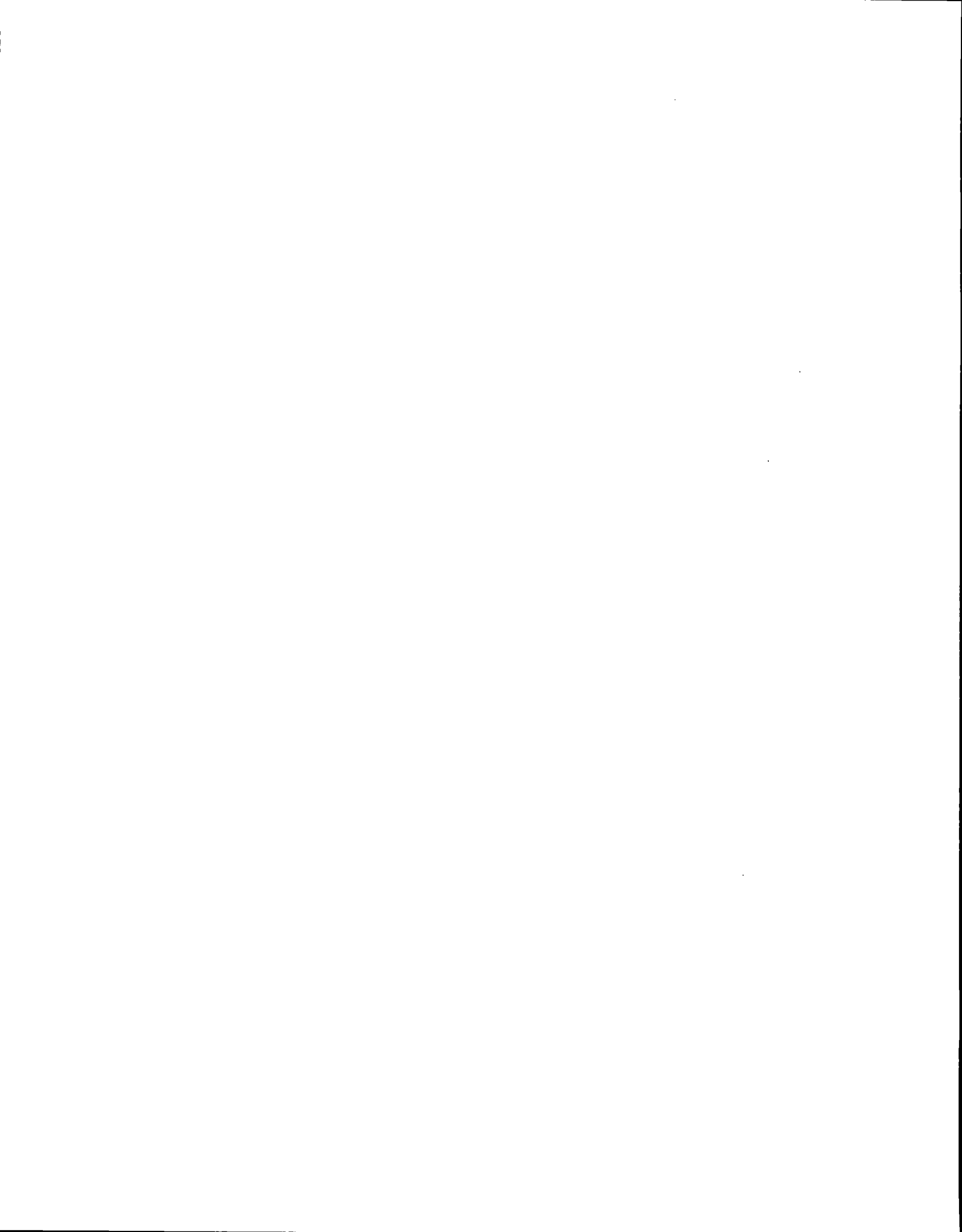
void the underlying “Determination to Proceed” that is in the Procurement Record rather than just the “notice” of the determination that was provided to DMR. However, DMR failed to timely protest this determination to the OPA. Guam’s Procurement Law clearly states that once an agency makes a determination to proceed with the procurement without delay, the protestant must be given at least two (2) days’ notice of the determination pursuant to 5 GCA 5425(g)(2), and any protest of this determination must be “filed prior to expiration of the two (2) day period specified in Item (2) of Subsection (g) of this Section.” DMR did not protest this determination to the OPA within the two days. DMR did not protest this determination until it was raised in this appeal.

For the same reason, DMR’s request for “[a]n expedited order to stay the procurement pending resolution of this appeal pursuant to 5 G.C.A § 5425(g) based upon the unauthorized Notice of Determination to Proceed” should also be dismissed.

D. Failure to Exhaust Administrative Remedies

DMR failed to raise many of its claims on appeal in a protest, and failed to exhaust its administrative remedies with respect to these claims. Failure to exhaust administrative remedies deprives a party of standing to pursue its claims. *DFS Guam L.P. v. The A.B. Won Pat International Airport Authority, Guam, et. al*, Superior Court Civil Case No. CV0685-13 (Dec. & Order, July 19, 2013). Therefore, GOV avers that the OPA does not have jurisdiction over these claims.

DMR also previously failed to exhaust administrative remedies prior to submitting its Letters of Protest. “Complainants should seek resolution of their complaints initially with the Procurement Officer or the office that issued the solicitation.” 2 GAR, Div. 4 § 9101(b). “It is the territory's policy, consistent with [the Guam Procurement Act], to try to resolve all controversies by mutual agreement without litigation. In appropriate circumstances, informal discussions between the parties can aid in the resolution of differences by mutual agreement and are encouraged.” 2 GAR, Div. 4 § 9103(1). DMR never attempted to seek informal resolution of its complaints with GOV prior to submitting its Letters of Protest. DMR has never discussed or requested any remedy or



resolution of its complaints with GOV by mutual agreement; and even now, in this appeal, DMR has failed to engage the GOV with respect to its newest claims.

DMR requests “[a]n expedited ruling voiding the Notice of Determination to Proceed pursuant to 5 G.C.A §5425(g)(1).” DMR failed to timely protest this determination with GOV. Although 5 GCA 5425(g)(2) contains a specific protest procedure directly with the OPA, it is notable that DMR never discussed or raised this issue with GOV, either through complaint or protest filed with GOV within fourteen (14) days of when it first knew or should have known of the determination.

For this same failure to exhaust administrative remedies, DMR’s request for [a]n expedited order to stay the procurement pending resolution of this appeal pursuant to 5 G.C.A § 5425(g) based upon the unauthorized Notice of Determination to Proceed” should also be dismissed.

DMR next requests “[a]n order requiring the OOG to comply with posting requirements imposed by 5 G.C.A § 5220.” This request and any accompanying allegations of violations of law were never raised in its Letters of Protest.

Finally, DMR request [a]n order requiring the OOG to comply with the record maintenance imposed by 5 G.C.A § 5249. Again, this request and any accompanying allegations of any violation of law were never previously raised in its Letters of Protest.

DMR should not be allowed to raise alleged violations that have not been adjudicated at the agency administrative level. DMR, again, cites no law to support these purported violations, and fails to state any reason that these allegations were not raised in an underlying protest. These claims should be dismissed. The Supreme Court of Guam has consistently held that a party must exhaust its administrative remedies before applying for relief from a higher adjudicative body. *See Carlson v. Perez*, 2007 Guam 6 ¶ 69; *see also Limtiaco v. Guam Fire Dep’t*, 2007 Guam 10 ¶ 27. DMR failed to raise these claims in their Letters of Protest to GOV and has therefore, waived them.



III. CONCLUSION

For the foregoing reasons, and with good cause shown, GOV moves the Office of Public Accountability to dismiss this appeal and all of DMR's claims for lack of subject matter jurisdiction, mootness, failure to state a claim, and/or failure to request relief; and to render any other legal or equitable relief as it deems appropriate.

Submitted this 13th day of July, 2022.

OFFICE OF THE ATTORNEY GENERAL
Leevin Taitano Camacho, Attorney General

By:



JESSICA TOFT
Assistant Attorney General



1. DATE ISSUED MM/DD/YYYY 07/01/2022
 1a. SUPERSEDES AWARD NOTICE dated 07/16/2021 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

NOTICE OF AWARD



2. CFDA NO. 15.875 - Economic, Social, and Political Development of the Territories

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. D20AP00048-02
 Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN D20AP00048

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
 From 04/15/2020 Through 09/30/2023

7. BUDGET PERIOD MM/DD/YYYY
 From 04/15/2020 Through 09/30/2023

8. TITLE OF PROJECT (OR PROGRAM) CARES Act funding to prevent, prepare and respond to COVID-19.

AUTHORIZATION (Legislation/Regulations)

Public Law 116-123, Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020

9a. GRANTEE NAME AND ADDRESS
 GOVERNMENT OF GUAM- DEPARTMENT OF ADMINISTRATION
 MANUEL F.L. GUERRERO BUILDING
 Hagatna, GU, 96932

9b. GRANTEE PROJECT DIRECTOR
 Arthur Mariano
 Manuel F.L. Guerrero Building
 Hagatna, GU, 96932
 Phone: [NO PHONE RECORD]

10a. GRANTEE AUTHORIZING OFFICIAL
 Lester Carlson
 Manuel F.L. Guerrero Building
 Hagatna, GU, 96932
 Phone: [NO PHONE RECORD]

10b. FEDERAL PROJECT OFFICER
 Ms. Hailey Mccoy
 1849 C St, NW
 3117
 Washington, DC, 20240
 Phone: 202-513-7746

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	—
II Total project costs including grant funds and all other financial participation	I
a. Salaries and Wages	\$ 0.00
b. Fringe Benefits	\$ 0.00
c. Total Personnel Costs	\$ 0.00
d. Equipment	\$ 0.00
e. Supplies	\$ 0.00
f. Travel	\$ 0.00
g. Construction	\$ 0.00
h. Other	\$ 12,039,565.00
i. Contractual	\$ 0.00
j. TOTAL DIRECT COSTS	\$ 12,039,565.00
k. INDIRECT COSTS	\$ 0.00
l. TOTAL APPROVED BUDGET	\$ 12,039,565.00
m. Federal Share	\$ 12,039,565.00
n. Non-Federal Share	\$ 0.00

12. AWARD COMPUTATION	
a. Amount of Federal Financial Assistance (from item 11m)	\$ 12,039,565.00
b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$ 12,039,565.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 0.00
13. Total Federal Funds Awarded to Date for Project Period	\$ 12,039,565.00

14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a.	\$	d.	\$
b.	\$	e.	\$
c.	\$	f.	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add / Deduct Option)
- e. OTHER (See REMARKS)

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICIAL:

Hailey Mccoy, Grants Management Specialist
 1849 C St, NW
 3117
 Washington, DC, 20240
 Phone: 202-513-7746

17. VENDOR CODE	0070314537	18a. UEI	J5DHQHSHTJE7	18b. DUNS	778904292	19. CONG. DIST.	98
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
10	20207992-10	\$0.00	04/15/2020	09/30/2023	0412	TAP-Guam-2020-1	



AHVB

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 07/01/2022
GRANT NO. D20AP00048-02	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2020	12/31/2020	Quarterly	01/10/2021
01/01/2021	03/31/2021	Quarterly	04/10/2021
04/01/2021	06/30/2021	Quarterly	07/10/2021
07/01/2021	09/30/2021	Quarterly	10/10/2021
10/01/2021	12/31/2021	Quarterly	01/10/2022
01/01/2022	03/31/2022	Quarterly	04/29/2022
04/01/2022	06/30/2022	Quarterly	07/10/2022
07/01/2022	09/30/2022	Quarterly	10/10/2022
10/01/2022	12/31/2022	Quarterly	01/10/2023
01/01/2023	03/31/2023	Quarterly	04/10/2023
04/01/2023	06/30/2023	Quarterly	07/10/2023
07/01/2023	09/30/2023	Final	01/28/2024

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2020	12/31/2020	Quarterly	01/10/2021
01/01/2021	03/31/2021	Quarterly	04/10/2021
04/01/2021	06/30/2021	Quarterly	07/10/2021
07/01/2021	09/30/2021	Quarterly	10/10/2021
10/01/2021	12/31/2021	Quarterly	01/10/2022
01/01/2022	03/31/2022	Quarterly	04/29/2022
04/01/2022	06/30/2022	Quarterly	07/10/2022
07/01/2022	09/30/2022	Quarterly	10/10/2022
10/01/2022	12/31/2022	Quarterly	01/10/2023
01/01/2023	03/31/2023	Quarterly	04/10/2023
04/01/2023	06/30/2023	Quarterly	07/10/2023
07/01/2023	09/30/2023	Final	01/28/2024

