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

FAX

To:	**Mr. Glenn Leon Guerrero** **Director** Department of Public Works 542 North Marine Corps Drive Upper Tumon, Guam 96913 Phone: (671)646-3121/3232 Fax: (671) 649-6178 **Mr. Thomas Keeler** **Ms. Shannon Taitano** **Assistant Attorney Generals** Office of the Attorney General of Guam 590 S. Marine Corps Drive, Suite 706 Tamuning, Guam, 96913 Fax: (671) 472-2493	**From:**	**Doris Flores Brooks** **Guam Public Auditor** Office of Public Accountability
		Pages:	16 (including cover page)
CC:	**Joyce C.H. Tang, Esq.** **(Attorney for Appellant CoreTech)** Civille & Tang, PLLC 330 Hernan Cortez Avenue Suite 200 Hagatna, Guam 96910 Phone: (671) 472-8868/9 Fax: (671) 477-2511 **Attorneys for Interested Party Guam Educational Facilities Foundations, Inc.:** **Janalyn Cruz Damian, Esq.** Calvo Fischer & Jacob LLP 259 Martyr Street, Suite 100 Hagatna, Guam 96910 Fax: (671) 646-9403 **Ignacio C. Aguigui, Esq.** The Law Offices of Ignacio Cruz Aguigui Suite 310, RK Plaza 341 S. Marine Corps Drive Tamuning, Guam 96913 Phone: (671) 989-9253 Fax: (671) 989-9255	**Date:**	August 11, 2016
		Phone: **Fax:**	(671) 475-0390 x. 208 (671) 472-7951

Re: OPA-PA-16-011 Notice of Receipt of Appeal

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Thank you,

Jerrick Hernandez, Auditor
jhernandez@guamopa.com

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

August 11, 2016

Mr. Glenn Leon Guerrero
Director
Department of Public Works
542 North Marine Corps Drive
Upper Tumon, Guam 96913

VIA FACSIMILE: (671) 649-6178

Re: Notice of Receipt of Appeal – OPA-PA-16-011

Dear Mr. Leon Guerrero,

Please be advised that Core Tech International Corp. (Core Tech) filed an appeal with the Office of Public Accountability (OPA) on August 10, 2016 regarding the Department of Public Works' (DPW) response to Core Tech's protest relative to Request for Proposal Project No.: 730-5-1055-L-YIG; a procurement solicitation for Lease Financing, for Design, Renovation, Rehabilitation, Construction and Maintenance of Public Schools (Beginning with Simon Sanchez High School). OPA has assigned this appeal case number OPA-PA-16-011.

Immediate action is required of DPW 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.

This appeal will be consolidated with OPA-PA-16-007, and therefore an additional Procurement Record will not be required to be filed at the OPA. However, the Agency Report will still be required to be filed. The deadline for the Agency Report will be indicated in the Order of Consolidation that is forthcoming.

Thank you for your prompt attention to this matter. Please contact Jerrick Hernandez at 475-0390 ext. 208, or jhernandez@guamopa.com, should you have any questions regarding this notice.

Sincerely,

Rodalyn Gerardo
Audit Supervisor

Enclosure: First twelve pages of Notice of Appeal – OPA-PA-16-011

Cc: Joyce C.H. Tang, Attorney for Core Tech

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Leslie A. Travis
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PROCUREMENT APPEAL

IN THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Appeal of Core Tech International Corp., Appellant.	**DOCKET NO. OPA-PA-** _____ **NOTICE OF APPEAL AND REQUEST FOR CONSOLIDATION**

CORE TECH INTERNATIONAL CORP. ("CORE TECH") hereby appeals a decision rendered by the Department of Public Works ("DPW"), an agency of the Government of Guam, on August 3, 2016, denying the July 5, 2016 Bid Protest raised by Core Tech regarding DPW's Request for Proposal for the Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Public Schools (Beginning with Simon Sanchez High School), Project No. 730-5-1055-L-YIG.

I. APPELLANT INFORMATION

Name: Core Tech International Corp.

Address: 388 S. Marine Corps Drive, Suite 400
Tamuning, Guam 96913

For purposes of this appeal, please direct correspondence to Core Tech's counsel, Joyce C.H. Tang, Esq. (jtang@civilletang.com) and Leslie A. Travis (ltravis@civilletang.com), Civille & Tang, PLLC, 330 Hernan Cortez Ave. Ste. 200, Hagatna, Guam 96910 (Tel: 671/472-8868; Fax: 671/477-2511).

II. APPEAL INFORMATION

A. Purchasing Agency: Department of Public Works

B. Contract No: 730-5-1055-L-YIG

C. Date of Contract: Notice of Intent to Award to GEFF dated May 13, 2016

D. This appeal is made from DPW's August 3, 2016 denial of Core Tech's July 15, 2016 protest.

E. The names of competing bidders known to appellant are Guam Educational Facilities Foundation, Inc. and Pernix Guam LLC.

III. RELEVANT PROCEDURAL HISTORY

On June 15, 2015, the Department of Public Works ("DPW") issued a Request for Proposals for the Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of

Public Schools (Beginning with Simon Sanchez High School), Project No. 730-5-1055-L-YIG (the "RFP"). The RFP contemplated a contract to be for a term of five (5) years to include services for thirty-six (36) Guam Department of Education ("GDOE") facilities as outlined in the Army Corps of Engineering Assessment Report (Attached as A-14 to the RFP). *See*, RFP, §2.0 at 7, **Exhibit 1**, *Addendum 6* at 7, **Exhibit 2**. Priority would be given to Simon Sanchez High School ("SSHS") and the development of a comprehensive capital improvement plan. *Id.* Three companies submitted proposals: Core Tech, Guam Educational Facilities Foundation, Inc. ("GEFF"), and Pernix Guam LLC ("Pernix"). The Bid Submission deadline was November 6, 2015. *See*, Addendum 6 at 1, **Exhibit 2**. The Bid Opening date was November 20, 2016. *See*, Addendum 8, **Exhibit 3**.

On December 24, 2015, DPW notified GEFF that its proposal ranked highest of all offerors. *See*, *Negotiating Committee Memorandum* dated May 13, 2016 at 1 ("Negotiating Committee Memo"), **Exhibit 4**. The members of the Negotiating Committee team were Jon Fernandez (Superintendent of GDOE), Mana Silva Taijeron (GEDA Deputy Director), and Felix C. Benavente (DPW Deputy Director). *Id.* Negotiations with GEFF began on or about February 15, 2016. *Id.*

On May 13, 2016, DPW issued its Notice of Intent to Award the RFP to GEFF. Core Tech received the Notice of Intent to Award on the same day from the Deputy Director, Mr. Felix Benavente. *See,* Letter dated 5/13/16 to Core Tech with Notice of Intent to Award and Attachments, attached as **Exhibit 5**.

Based on information in the Negotiating Committee Memo, on May 27, 2016, Core Tech filed a protest ("May 27th Protest"). DPW denied Core Tech's May 27th Protest on June 8, 2016. On June 23, 2016, Core Tech appealed the denial of Core Tech's May 27th protest to the Office of Public Accountability. *See, In the Appeal of Core Tech International Corp.*, OPA-PA-16-007 (the "First Appeal"). On July 1, 2016, DPW filed a copy of the Procurement Record for the Appeal and served a copy of the Procurement Record on Core Tech's counsel the same day, attached as **Exhibit 6**.

In connection with Core Tech's investigation of facts, on June 14, 2016, Core Tech submitted a request to DPW for documents and information under the Sunshine Reform Act of 1999. *See, 6/14/16 Ltr. to Felix Benavente,* **Exhibit 7**. DPW responded to Core Tech's June 14th Sunshine Act

requests on July 1, 2016. On July 15, 2016, Core Tech filed a protest based on DPW's response to Core Tech's Sunshine Act requests and the Procurement Record filed in the Appeal, both of which were served on Core Tech on July 1, 2016. *See, Core Tech's 7/15/16 Protest*, **Exhibit 8** ("July 15th Protest"). DPW denied Core Tech's protest on August 3, 2016. *See,* DPW's 8/3/16 Denial of Core Tech's Protest, **Exhibit 9**. In this appeal, Core Tech is appealing the denial of its July 15, 2016 protest ("Second Appeal").

Because the parties, the procurement record, and witnesses are identical, in the interest of judicial economy and expediting the resolution of the pending appeals, Core Tech requests that the Second Appeal be consolidated with the First Appeal.

IV. STATEMENT OF GROUNDS FOR APPEAL

A. Core Tech's Appeal Was Timely Filed.

Core Tech's protest filed on July 15, 2016 was filed within 14 days of receiving the Procurement Record filed in OPA-PA-16-007 and DPW's response to Core Tech's Sunshine Act requests, both served on Core Tech on July 1, 2016; thus, the protest was timely filed and the 5 GCA §5425(g) automatic stay applies.

B. The IDIQ Contract Envisions GEFF Circumvention of the $100 Million Cap In Violation of the RFP.

Section 4.0 of the RFP, as amended by *Addendum 6*, explicitly restricts the amount of the RFP to $100 million:

> The scope of work for this RFP includes financing and lease financing for rehabilitation, construction, expansion and renovation (inclusive of architectural and engineering design) of thirty-six (36) schools **with a total cost of up to One Hundred Million Dollars ($100,000,000.00)**.

§4.0, Exhibit 2, *Addendum 6* at 3 (emphasis supplied).

On May 13, 2016, DPW, the Department of Education ("DOE"), and GEFF agreed to a final version of the IDIQ Contract which included provisions allowing the offeror, GEFF, to circumvent

the $100 million contract limitation in the RFP ("IDIQ Contract"). Section 3.1 of the execution version of the IDIQ Contract states as follows:

> **III.**
> **COMPENSATION AND PAYMENT FOR SERVICES**
>
> 3.1. **Compensation and Payment for Services.** The Government will compensate the Developer for services rendered for Task Orders issued as provided in this Contract based on available funds and not to exceed One Hundred Million and 00/100 Dollars ($100,000,000.00) pursuant to Section I (Scope of Contract), unless otherwise directed by the Director of DPW in writing and permitted by Public Laws 32-120 and 32-121 or any other law. The first and second Task Orders will be for Simon Sanchez High School and the CCIP.

See, May 13, 2016, Email from T. Keeler with IDIQ Contract, at CT004100, **Exhibit 10**. Section 3.1 creates an unauthorized exception -- "unless otherwise directed by the Director of DPW in writing and permitted by Public Laws 32-120 and 32-121 or any other law" the 100 million cap does apply – which effectively allows GEFF to circumvent the $100 million RFP restriction. *Id.*

GEFF's intention to exceed the 100 Million cap is clear:

1. ***April 13, 2016 letter from Speaker Judy Won Pat.*** In a letter dated April 13, 2016, Speaker Won Pat, a sponsor of Public Laws 32-120 and 32-121 (the "Public Laws"), responded to concerns raised by Jon Fernandez, the Superintendent of DOE, regarding the "borrowing capacity for school renovations." *See* 4/13/16 Letter from Speaker Judith T. Won Pat, **Exhibit 11.** The letter states, in part:

> I recall in our January 7, 2016 conversation, you had asked me for some clarity on the laws regarding this. You were specifically interested in increasing the borrowing capacity for school renovations while keeping the same debt service. **After some review, my office staff and I found that the law governing the borrowing capacity for school renovations does not specify a limit.**
>
> . . . .
>
> **The laws [Public Laws 32-120 and 32-121] while identifying a debt service amount [of $100 million], do not have a cap to its borrowing capacity**. *Id.* (emphasis added).

2. *Letter dated April 1, 2016 from GEFF to DPW.* In an April 1, 2016 letter from GEFF to DPW, GEFF relying on its counsel's opinion, states the following regarding funding:

> From a funding perspective, we have requested Calvo Fisher & Jacob, our legal counsel, to review the RFP, PL 32-120 and PL 32-121 as they relate to Guam Procurement law and whether the scope of work for SSHS and the other thirty-six (36) schools is capped at $100 million. **Their response indicates that the process fully complies with Guam procurement law and the scope of work to be negotiated between the Government and GEFF is not capped but is limited to the rental payments allocated under the two laws**.

See, 4/1/16 Ltr. from GEFF to DPW, **Exhibit 12** (emphasis supplied).

GEFF asked its counsel, Calvo Fisher & Jacob ("CFJ") to opine on the RFP and whether under "Public Laws 32-120 and 32-121 … the Government and GEFF are able to negotiate the scope of work for the design of Simon Sanchez High School…and whether the total cost for all thirty-six (36) public schools is capped at $100 million." *See*, CFJ Opinion dated 3/21/16 at 1, **Exhibit 13**. CFJ's response was:

> Based upon our review of the RFP, Public Laws 32-120 and 32-121, and the Guam Procurement Law and Regulations [footnote omitted], **we believe the parties have the ability to negotiate the scope of work relating to the design of SSHS and that the total cost for all thirty-six public schools is not capped at $100 million.**

Id. (emphasis supplied).

In denying Core Tech's July 15th Protest, DPW incorrectly states that the IDIQ Contract specifically provides for a $100,000,000 cap. DPW ignores a critical fact--that the Compensation provision of the IDIQ Contract is qualified. The IDIQ Contract states at §3.1 that "[t]he Government will compensate the Developer for services rendered for Task Orders issued as provided in this Contract based on available funds and not to exceed One Hundred Million and 00/100 Dollars ($100,000,000.00)…**unless otherwise directed by the Director of DPW in writing and permitted by Public Laws 32-120 and 32-121 or any other law.**" *See, May 13, 2016, Email from T. Keeler with IDIQ Contract*, at CT004100, **Exhibit 10**. (emphasis supplied). The IDIQ Contract allows the parties to exceed the $100 million cap so long as the source of government revenues from the Public Laws generates sufficient revenues to cover debt service payments. The source of revenues, as

discussed below, is government revenues that are ***fixed, and are not subject to annual appropriation and approval of the Legislature.***

There are several sources for payment of Simon Sanchez High School Lease. The sum of $1,707,652 comes from the Territorial Educational Facilities Fund and is funded by real property tax revenues. *See,* 5 GCA §58D109 & 5 GCA §22425 (q)(4). Additionally, 80% of any amounts not pledged under (1) to (5) of 5 GCA § 22425(q) will go towards the rental payments due for Simon Sanchez and future schools. *See*, 5 GCA §22425(q)(6). Although the amounts pledged or reserved under §58D109 is limited to $5,051,977.98 per year during the lease-back period for Simon Sanchez, Public Law 32-120 also allows the Governor to "pledge or reserve the additional proceeds as a source of payment for municipal lease financing, secured for the purposes stated herein." *See*, 5 GCA §58D102.

The source of lease payments for the other remaining future schools include: (a) funds not already pledged from the Business Privilege Tax of which $1,882,082 shall fund interest in 2015 and $2,564,165 shall fund interest annually from 2016 to 2018; (b) $1,200,000 from real property tax revenues; (c) $4,800,000 from the maturity of the Business Privilege Tax Bond due in 2019; and (d) any funds not used in (1) to (5) of 5 GCA § 22425(q) to pay for 80% of the remaining balance of lease-back payments for future schools. *See* 5 GCA §58E108. These open ended funding sources are "continuously appropriated," and therefore ***not subject to annual legislative appropriations or legislative oversight and approval.***

Removal of the RFP cap violates the §4.0 of the RFP by giving GEFF a contract far more lucrative than the contract permitted by the RFP. Removal of the RFP cap effectively gives GEFF a blank check on the amount it can borrow on the bond market and charge the People of Guam for the next 30 years. The IDIQ Contract as drafted is dangerous, susceptible to exploitation, and most importantly, against public policy and the Legislature's purpose of safeguarding public funds and limiting the Government's financial exposure.

//

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B. DPW Failed to Maintain a Complete Procurement Record Required Under Guam Procurement Law.

As the procuring agency for the RFP, DPW has a statutory obligation to maintain an accurate and complete Procurement Record. 5 G.C.A. §5249 provides as follows:

> Each procurement officer shall maintain a complete record of each procurement. The record shall include the following:
>
> (a) the date, time, subject matter and names of participants at any meeting including government employees that is in any way related to a particular procurement;
>
> (b) a log of all communications between government employees and any member of the public, potential bidder, vendor or manufacturer which is in any way related to the procurement;
>
> (c) **sound recordings of all pre-bid conferences; negotiations arising from a request for proposals** and discussions with vendors concerning small purchase procurement;
>
> (d) brochures and submittals of potential vendors, manufacturers or contractors, and all drafts, signed and dated by the draftsman, and other papers or materials used in the development of specifications; and
>
> (e) the requesting agency's determination of need.

5 G.C.A. §5249 (as published by the Compiler of Laws) (emphasis supplied). As discussed below, subsection (c), as originally enacted by P.L. No. 18-44, a version the Legislature passed and has not changed, reads and as follows: "(c) sound recordings of all pre-bid conferences, negotiations arising from a request for proposals and discussions with vendors concerning small purchase procurement." Guam Pub. L. No. 18-44 (Nov. 14, 1986).

The Procurement Record DPW maintained for this procurement is missing critical records, audio tapes and the type of information required under 5 GCA §5429 of the Guam Procurement Code. Without the complete communication log, audio tapes, and communications and exchanges documenting the solicitation process, the evaluation, and the negotiation between the negotiation team members and GEFF, the public and the Public Auditor will never know what really transpired during these meetings and discussions, how decisions were made, and who made them.

The following are examples of critical records DPW failed to maintain:

1. DPW failed to maintain a complete log of all communications as required by §5 G.C.A. §5249(a). Instead of maintaining a procurement log book, DPW produced an "RFP Committee for SSHS & 35 DOE Schools" log book ("Log Book") whose entries begin on December 22, 2015, more than 6 months after issuance of the RFP, and end on March 1, 2016, over two months before the issuance of the Notice of Intent to Award. *See, Log Book*, **Exhibit 13**. DPW admitted in its denial of the July 15th Protest that communications between government employees related to the procurement were not included in a communications log, but argued that it "substantially complied in good faith with this requirement" by providing the communications themselves in the Procurement Record. *See,* **Exhibit 9** at 1. This argument should be rejected because the law specifically requires the government to maintain, and provide, a communication log. Like any summary, a log has functions the source documents themselves cannot achieve. The very act of keeping a log reinforces government transparency and confirms the existence of source documents in the event the government inadvertently loses or damages the documents. A log also allows the reader—whether that reader is a protestor, the Public Auditor, or any member of the public—to review the bigger picture. Most importantly, a log includes types of information source documents do not, such as telephone calls and in-person meetings.

Crucially, because the government did not keep a log, interested parties such as protestors or the Public Auditor cannot confirm that the government has, as it claims, provided all communications, and cannot cross-reference the documents the government provided against a statutorily mandated record of communications. The government may not have provided all communications, either because they are of a type not reproducible in print—such as phone calls—or because the government lost, damaged, or inadvertently left certain documentary evidence out of the record. Without question, DPW initially left out at least some documents from the Procurement Record in this case, because DPW had to supplement the Record on August 3, 2016, in part to include two draft versions of the IDIQ which it had not previously included in the Record. DPW expects protesters and the Public Auditor to take DPW at its word that the record is now complete, and no further communications exist, unless of course DPW later returns with more documents it had

left out of the record. The law requires DPW to create and maintain a log of communications. It failed to do so, resulting in a complete lack of transparency.

2. DPW failed to record the negotiations meetings required by 5 G.C.A. §5249(c). The Negotiating Committee members (Jon Fernandez, Mana Silva Taijeron, and Felix Benavente) and GEFF engaged in numerous negotiation meetings with GEFF. The twelve (12) meetings Core Tech is aware of, based on its review of the documents in the Procurement Record and Sunshine Act responses, occurred on February 15, 2016, February 19, 2016, February 23, 2016, March 2, 2016, March 15, 2016, March 23-25, 2016, April 21, 2016, April 26, 2016, April 27, 2016, and April 28, 2016. The government did not record these meetings or provide recordings of the meetings in the Procurement Record. Further, DPW has admitted that one of its employees made a partial recording of one negotiation meeting on his personal cell phone, and that the employee was notified that the recording was part of the procurement record, but the recording was not preserved and was lost when the employee's cell phone sustained water damage on June 4, 2016. *See, Declaration of Reynaldo T. Junio,* marked and attached as **Exhibit 14**. As a result of this careless recordkeeping and failure to record or preserve negotiations, full audio recordings of what was discussed and decisions made during the negotiations between DPW and GEFF do not exist.

In denying Core Tech's protest on the basis of DPW's failure to keep a proper procurement record, DPW chastises Core Tech for its claim that Core Tech purposely eliminated the internal semicolon in §5249(c) requiring the procurement record to include "sound recordings of all pre-bid conferences; negotiations arising from a request for proposals and discussions with vendors concerning small purchase procurement." *See,* **Exhibit 9** at 2.

DPW incorrectly argues that the presence of the semicolon in the statute means that the Legislature intended that only pre-bid conferences must be recorded.[1] Disregarding for the moment that interpreting the clauses of §5249(c) independently would render the clauses nonsensical (DPW

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[1] DPW's argument that it was not required to record all pre-bid conferences, negotiations and discussions with vendors is inconsistent with the fact that it did require sound recordings to be made a part of the record. Were DPW not required to include such sound recordings in the record, it is unclear why its attorney advises Mr. Junio that the recording he had made was now part of the procurement record. **Exhibit 14** at 2.

does not itself propose how discussions with vendors concerning small purchase procurements would be made part of the procurement record in the absence of sound recordings, and why it also failed to preserve such records), DPW's reliance on the current version of the statute published by the Compiler of Laws is misplaced. 5 G.C.A. §5249 was derived from Government Code Chapter 12, Section 6964.4, which was added by Public Law No. 18-44, enacted by the Legislature and signed into law by Governor Ricardo J. Bordallo on November 14, 1986. P.L. No. 18-44, which provides, in relevant part, as follows:

> Section 17. A new Section 6964.4 is added to the Government Code to read:
>
> "§6964.4. Record of Procurement Actions.
>
> Each procurement officer shall maintain a complete record of each procurement. The record shall include the following:
>
> ...
>
> **(3) sound recording of all pre-bid conferences, negotiations arising from a request for proposals and discussions with vendors concerning small purchase procurement;** . . . .

Guam Pub. L. No. 18-44 (Nov. 14, 1986)(emphasis supplied). This original and correct version of the public law also appears in the bound Session Laws for the 18th Guam Legislature. Even the Compiler's version does not reference any further amendments to the law that would account for the punctuation change. Clearly, the semicolon DPW relies on in denying Core Tech's protest was a typographical error in the version the Compiler of Laws published. There is no semi-colon in the original Public Law 18-44 that the Legislature passed. The Legislature clearly did not intend for the clauses of Section 5249 to be interpreted independently, and fully intended to require that sound recordings of negotiations be made part of the procurement record. DPW failed to comply with this provision of the Procurement law.

Guam law explicitly provides that "**No procurement award shall be made unless the responsible procurement officer certifies in writing under penalty of perjury that he has maintained the record required by §5249 of this Chapter and that it is complete and available for public inspection**." 5 G.C.A. §5250 (emphasis supplied).

Because DPW failed to comply with the requirement of 5 G.C.A. §5249 in connection with its communications and negotiations with GEFF, the procurement record is fatally flawed and DPW cannot proceed with an award to GEFF.

IV. REQUEST FOR CONSOLIDATION

The OPA is authorized to consolidate appeals for purposes of efficiency and expediency in resolving appeals. 5 G.C.A. § 5701; 2 G.A.R. §§ 12010, 12108-12109. The Second Appeal should be consolidated with the First Appeal because the two appeals arise from protests pertaining to DPW's Request for Proposal for the Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Public Schools (Beginning with Simon Sanchez High School), Project No. 730-5-1055-L-YIG, the parties, the Procurement Record and witnesses are identical.

Consolidating these appeals will provide for efficient and expeditious resolution of the two appeals. For these reasons, the OPA should consolidate the appeals, and all matters pertaining to the appeals should be heard concurrently.

V. RELIEF REQUESTED BY CORE TECH

Core Tech respectfully requests a ruling from the OPA as follows:

1. If a contract has not yet been awarded, the proposed award to GEFF should be cancelled pursuant to 5 GCA § 5451(a).
2. If a contract has been awarded to GEFF, it should be terminated under 5 GCA §5452(a).
3. DPW should be required to negotiate with the next ranking offeror.
4. For an award of reasonable attorney's fees and costs of this protest and appeal; and
5. For such other relief that the OPA may determine is just and proper.
6. Core Tech requests a hearing on this matter.

Dated: August 10, 2016

CIVILLE & TANG, PLLC

JOYCE C.H. TANG
Attorneys for Appellant Core Tech Int'l Corp.

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To:	**Mr. Glenn Leon Guerrero** **Director** Department of Public Works 542 North Marine Corps Drive Upper Tumon, Guam 96913 Phone: (671)646-3121/3232 Fax: (671) 649-6178 **Mr. Thomas Keeler** **Ms. Shannon Taitano** **Assistant Attorney Generals** Office of the Attorney General of Guam 590 S. Marine Corps Drive, Suite 706 Tamuning, Guam, 96913 Fax: (671) 472-2493	**From:**	**Doris Flores Brooks** **Guam Public Auditor** Office of Public Accountability
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Jerrick Hernandez, Auditor
jhernandez@guamopa.com

08.11.16

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

FAX

To:	**Mr. Glenn Leon Guerrero** **Director** Department of Public Works 542 North Marine Corps Drive Upper Tumon, Guam 96913 Phone: (671)646-3121/3232 Fax: (671) 649-6178 Mr. Thomas Keeler Ms. Shannon Taitano **Assistant Attorney Generals** Office of the Attorney General of Guam 590 S. Marine Corps Drive, Suite 706 Tamuning, Guam, 96913 Fax: (671) 472-2493 Joyce C.H. Tang, Esq. **(Attorney for Appellant CoreTech)** Civille & Tang, PLLC 330 Hernan Cortez Avenue, Suite 200 Hagatna, Guam 96910 Phone: (671) 472-8868/9 Fax: (671) 477-2511	**From:**	**Doris Flores Brooks** **Guam Public Auditor** Office of Public Accountability
		Pages:	16 (including cover page)
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To:	**Mr. Glenn Leon Guerrero** **Director** Department of Public Works 542 North Marine Corps Drive Upper Tumon, Guam 96913 Phone: (671)646-3121/3232 Fax: (671) 649-6178 ~~Mr. Thomas Keeler~~ ~~Ms. Shannon Taitano~~ **Assistant Attorney Generals** Office of the Attorney General of Guam 590 S. Marine Corps Drive, Suite 706 Tamuning, Guam, 96913 Fax: (671) 472-2493	From:	**Doris Flores Brooks** **Guam Public Auditor** Office of Public Accountability
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	Joyce C.H. Tang, Esq. **(Attorney for Appellant CoreTech)** Civille & Tang, PLLC 330 Hernan Cortez Avenue, Suite 200 Hagatna, Guam 96910 Phone: (671) 472-8868/9 Fax: (671) 477-2511 **Attorneys for Interested Party Guam Educational Facilities Foundations, Inc.:**	Date:	August 11, 2016
CC:	**Janalyn Cruz Damian, Esq.** Calvo Fischer & Jacob LLP 259 Martyr Street, Suite 100 Hagatna, Guam 96910 Fax: (671) 646-9403 **Ignacio C. Aguigui, Esq.** The Law Offices of Ignacio Cruz Aguigui Suite 310, RK Plaza 341 S. Marine Corps Drive Tamuning, Guam 96913 Phone: (671) 989-9253 Fax: (671) 989-9255	Phone: Fax:	(671) 475-0390 x. 208 (671) 472-7951

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