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GPA's Filing of Hearing Brief and Submission of Transcripts (OPA-PA-21-012)

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Hafa Adai Mr. Jerrick Hernandez & Ms. Mariella Cruz,

Submitted through electronic filing are the following:

1. GPA's Hearing Brief (on remand from Case No. CV0207-22) (total of 14 pages)
2. GPA's Submission of Transcripts (total of 235 pages)

Two binders will be submitted to the OPA on Monday (06/02/25). Please acknowledge receipt of this email and attachments.

Thank you -Brenda

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2 attachments**25-05-30_Graphics Center, OPA-PA-21-012 Submission of transcripts_ w attachment.pdf**
5519K**25-05-30_Graphics Center, OPA-PA-21-012 Hearing brief w table.pdf**
254K

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OFFICE OF THE PUBLIC AUDITOR PROCUREMENT APPEALS

IN THE APPEAL OF)	APPEAL NO. OPA-PA-21-012
)	
Graphic Center, Inc.,)	
)	GPA’S HEARING BRIEF
Appellant.)	(on remand from Case No. CV0207-22)
_____)	

I. Introduction

The Guam Power Authority (GPA) hereby submits its hearing brief pursuant to the May 2, 2025, order of the Public Auditor following remand of this matter from the Superior Court of Guam’s decision and order of October 29, 2024, regarding the completeness of the procurement record before the Office of Public Accountability (OPA).

II. Factual and Procedural Background

A. GPA issues a procurement for bill printing and mailing.

This case arises from GPA’s procurement of Professional Printing, Mailing and Processing Services Relating to Utility Customer Billing in Re-Solicitation GPA-RFP-21-002, issued on May 13, 2021. *See* Record (R.) OPA-PR-1357 (Decision at 2, ¶ 1 (Mar. 25, 2022)). Among the required forms, GPA listed the Major Shareholders Disclosure Affidavit and Exhibit A. R. OPA-PR-1357–OPA-PR-1358 (Decision at 2-3, ¶ 4). In addition, the RFP scope of work indicated

that “[e]ach Proponent must complete Exhibit A.” R. OPA-PR-1358 (Decision at 3, ¶ 5).

Exhibit A initially included only a list of billing cycles. R. OPA-PR-1111–OPA-PR-1123 (RFP Ex. A). Alerted by an inquiry from Graphic Center, GPA issued on May 27, 2021, Amendment No. 1, which contained an inclusion to Exhibit A, a list of questions that tracked the scope of work. *Compare* OPA-PR-0896–OPA-PR-0898 (RFP Amend. No. 1, Inclusion to Ex. A) *with* R. OPA-PR-1095–OPA-PR-1097 (RFP Scope of Work); *see* Table 1 (side-by-side comparison of scope of work and Exhibit A questions).

B. One bidder is disqualified, two remain.

Three proponents submitted bids: Graphic Center, InfoSend, and Moonlight BPO. R. OPA-PR-1358 (Decision at 3, ¶ 9). Moonlight did not complete the percentages in its Major Shareholders Disclosure Affidavit.¹ R. OPA-PR-1359 (Decision at 4, ¶ 10). As a consequence, GPA disqualified Moonlight and rejected its proposal. R. OPA-PR-1359 (Decision at 4, ¶ 17); *see* R. OPA-PR-1056 (Letter from GPA to Moonlight (Aug. 11, 2021), rejecting Moonlight’s proposal due to “no entry on the affidavit [of Disclosure of Major Shareholders], aside from the notarized signature”); *see also* R. OPA-PR-1261 (Abstract of RFPs for Moonlight (June 4, 2021), noting that “Major Shareholders does not have the percentage of shares held indicated”).

C. Graphic Center protests to GPA and then appeals to the OPA.

GPA selected InfoSend as the best qualified offeror. *Id.* Graphic Center lodged an unsuccessful protest with GPA based on several issues. R. OPA-PR-1360 (Decision at 5, ¶¶ 20-21). Graphic Center appealed to the OPA on the same issues and added an issue, alleging

¹ Because this case involves an RFP procurement, Moonlight’s (disqualified) submission is not part of the public record. The undersigned has inspected Moonlight’s submission and represents as a court officer and member of the bar that the reason given for Moonlight’s disqualification is accurate. If the Public Auditor so orders, GPA will provide a copy of the affidavit in a submission under seal.

that InfoSend submitted an incomplete response to the RPF because it failed to include the required Exhibit A, thus rendering InfoSend a non-responsible bidder with a non-responsive proposal. R. OPA-PR-1360 (Decision at 5, ¶ 24).

D. The OPA holds an evidentiary hearing at which witnesses testify.

The OPA held an evidentiary hearing on February 4, 2022. Graphic Center called five witnesses: (1) Chris Biolchino (Graphic Center), (2) Jesse Rosario (Graphic Center), (3) James Borja (GPA), (4) John Kim (GPA), and (5) Dawn Fejeran (GPA); Mr. Biolchino and Mr. Rosario also testified on rebuttal. GPA called two witnesses: (6) Kelly Law (InfoSend) and (7) Matthew Schmidt (InfoSend). InfoSend participated at the hearing but called no witnesses of its own.

Mr. Borja was not asked about Exhibit A and did not testify about an exemption for InfoSend.

Mr. Kim was asked whether Amendment No. 1 was sent to InfoSend. Hr’g Tr. (Kim) at 5. Mr. Kim replied that he did not know, because that is something that would be handled by Procurement. Hr’g Tr. (Kim) at 5-6. He agreed that it should have been sent to InfoSend. Hr’g Tr. (Kim) at 9-10. Mr. Kim stated that he did not see the answers to the 70 questions in Exhibit A in InfoSend’s response. Hr’g Tr. (Kim) at 13. The Public Auditor noted that Graphic Center’s “witness already pointed out that there was a response to G and there was a response to M; and it wasn’t a response that you guys see as an A. But there is an answer to that same question.” Hr’g Tr. (Kim) at 12. Mr. Kim testified that InfoSend’s scope of work contained the data that GPA was looking for, such as G. Special Handling/Bill Pull, and [M.] Disaster Recovery, and N. Reporting, whereas Graphic Center’s proposal was missing a Disaster Recovery plan. Hr’g Tr. (Kim) at 15-19.

Ms. Fejeran testified that she did not see Exhibit A appended to InfoSend’s response: “I

don't see the actual[] form that we did issue out." Hr'g Tr. (Fejeran) at 8, 22. But she clarified: "I'm not sure within the document I saw earlier. I'm not part of the committee, so we don't – that's not our part to review the proposals." Hr'g Tr. (Fejeran) at 22. She was unable to find the responses to the questions in Exhibit A because, she said, "I'm not familiar with all 70 questions." Hr'g Tr. (Fejeran) at 22. When counsel for Graphic Center asked Ms. Fejeran why InfoSend was not disqualified for apparently failing to submit a required form, she replied that "[t]he [evaluation] committee will be the one to [e]valuate those documents." Hr'g Tr. (Fejeran) at 10. She was not aware of any waiver given to InfoSend. Hr'g Tr. (Fejeran) at 10-11.

No GPA witness established that InfoSend was exempted from submitting Exhibit A with its bid.

Ms. Law testified that InfoSend sent its bid proposal to GPA on May 27, 2021, via DHL. Hr'g Tr. (Law) at 11. She said that InfoSend was not aware of Amendment No. 1 to Exhibit A until later. Hr'g Tr. (Law) at 12. According to Ms. Law, InfoSend became aware of the solicitation after the deadline for asking questions had passed; this is why InfoSend did not seek clarification about Exhibit A but agreed to respond to it, even though as far as InfoSend could tell, it was merely a listing of billing cycles. Hr'g Tr. (Law) at 23.

Ms. Law established that InfoSend's bid proposal answered the questions in Exhibit A through the scope of work. *Id.* She said that even though InfoSend sent its proposal before it had a chance to learn of Amendment No. 1 to Exhibit A, InfoSend's proposal answered all or substantially all of the questions in Exhibit A. Hr'g Tr. (Law) at 13. The Public Auditor addressed Ms. Law and pointed out that InfoSend's response tracked the questions from Exhibit A, only in a different format; Ms. Law agreed. Hr'g Tr. (Law) at 18-20.

E. The OPA issues a decision and Graphic Center seeks judicial review.

Following the hearing, the Public Auditor issued a decision, holding that, because Graphic Center failed to lodge a timely protest with GPA regarding InfoSend’s alleged failure to include Exhibit A in its proposal, Graphic Center failed to exhaust its administrative remedies. R. OPA-PR-1365 (Decision at 10). As a result, the OPA lacked subject matter jurisdiction as to this issue and it was dismissed. *Id.*

On April 5 2022, Graphic Center² filed a verified complaint³ in the Superior Court of Guam, seeking judicial review of the OPA’s decision in favor of GPA. In its complaint, Graphic Center alleged:

47. Ms. Fejeran testified that GPA granted InfoSend an exemption from submitting the Amendment [Exhibit A inclusion] which prevented disqualification.

48. Ms. Fejeran testified that there is no record, public or otherwise, of GPA granting the exemption to GPA that is susceptible to review.

49. There is no factual support, or support in the record, for GPA’s determination to disqualify Moonlight BPO for failing to include a required form in its response and to not disqualify Infosend for failing to include a required form in its response.

See Compl. ¶¶ 47-49. GPA denied these allegations in its answer to the complaint. *See* Answer ¶ 2 (June 1, 2022) (attached as Exhibit F to GPA’s Mot. in Limine (filed May 8, 2025)).

² Up until that time, Graphic Center had been represented by different counsel. Shortly after filing the complaint, on May 29, 2022, former counsel died. Pursuant to Rule 201 of the Guam Rules of Evidence, GPA asks the Public Auditor to take judicial notice of this locally known and publicly available fact. *See* Guam R. Evid. 201(b) & (d) (“A judicially noticed fact must be one not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned. . . . A court shall take judicial notice if requested by a party and supplied with the necessary information.”). On information and belief, current counsel was appointed to replace him in this matter on September 13, 2022. *See* Graphic Center’s Opening Br. at 4 n.2 (Aug. 29, 2024).

³ Under GRE 201(b)(2) & (d), GPA asks the Public Auditor to take judicial notice of the existence and content (though not necessarily the truth) of the filings and proceedings in *Graphic Center v. GPA*, Super. Ct. of Guam Case No. CV0207-22. A copy of the complaint was attached as Exhibit A to GPA’s Motion in Limine filed in this OPA matter on May 8, 2025.

Graphic Center ordered transcripts of the testimony of James Borja and John Kim only. *See* Graphic Center Letter to OPA (Feb. 3, 2023) (attached as Ex. B to GPA’s Mot. in Limine). In its briefs to the Superior Court, Graphic Center referenced the testimony of Dawn Fejeran and Kelly Law. *See* Opening Br. at 6 (Aug. 29, 2024) & Reply Br. at 3 (Oct. 11, 2024) (attached as Exs. D & E, respectively, to GPA’s Mot. in Limine).

D. The Superior Court issues a decision and remands the matter to the OPA.

On October 29, 2024, the Superior Court issued a decision denying as arbitrary, capricious or clearly erroneous the OPA’s conclusion that there was no issue of an incomplete procurement record. *Graphic Center v. GPA*, Case No. CV0207-22, Decision & Order at 5 (Oct. 29, 2024). The court reasoned that “Graphic Center has argued that there is evidence from a GPA employee that InfoSend was granted an exemption by GPA which prevented its disqualification.” *Id.* at 6. As a result, the court found that “the procurement record contains no explanation as to why InfoSend’s offer was allowed to continue while missing key documents, but Moonlight’s offer was rejected for that reason.” *Id.* The court also found that “it remains to be seen whether Graphic Center sufficiently showed to OPA that missing elements of the procurement record were ‘material’ or thwarted judicial review”. *Id.* at 7.

The court remanded the matter to the OPA to “for further agency investigation and record development to determine the materiality of the information missing from the procurement record.” *Id.* at 7.

III. Argument

A. The record is not missing documentation.

The Superior Court found that InfoSend received an exemption from having to file

Exhibit A and that this exemption was missing from the procurement record. The court's finding is based on Graphic Center's unsupported representations as to the existence of the exemption.

Nothing in the records shows that InfoSend received an exemption from GPA from having to answer the questions in Exhibit A. Nothing, therefore, is missing from the record. InfoSend responded to all or substantially all of the questions in Exhibit A because it responded to the RFP scope of work which tracks the questions in Exhibit A. *See* Table 1 (attached).

As seen in the comparison table, the purpose of Exhibit A is to elicit the information sought by the scope of work. Bidders may choose the format, as long as the information is there. Graphic Center reproduced the form, but did not answer all the questions. InfoSend answered all or substantially all of the questions but did not reproduce the form. The witnesses who testified that they did not see Exhibit A in InfoSend's bid proposal did so because they were looking for a document that resembled exactly the one shown to them by Graphic Center's counsel at the evidentiary hearing, rather than the substance of the information sought by the form and the scope of work.

B. GPA did not subject bidders to disparate treatment.

Graphic Center has argued that GPA disqualified Moonlight for failing to submit a required form while at the same time accepting InfoSend's bid proposal despite its missing form. Graphic Center's argument relies on a non-existent exemption.

The record contains evidence that Moonlight did not complete an important part of the shareholder affidavit, i.e., the ownership percentages. Thus, a reason exists for Moonlight's disqualification. On the other hand, the record contains no evidence that GPA exempted InfoSend from submitting Exhibit A. Instead, the record shows that InfoSend submitted the information

sought in Exhibit A or the scope of work.

GPA did not disqualify one bidder for failing to submit a required form while allowing another bidder to proceed without submitted a required form. Instead, GPA disqualified the bidder that was missing a required form and allowed a bidder to proceed that had submitted all or substantially all of the information sought in the required form.

IV. Conclusion

The record shows that GPA properly accepted InfoSend's bid package while properly rejecting Moonlight's. GPA evaluators then properly rated InfoSend higher than Graphic Center, resulting in the selection of InfoSend's proposal.

In light of the foregoing, the Public Auditor should find that Graphic Center has failed to make the necessary showing, i.e., that its decision in favor of GPA was arbitrary, capricious, clearly erroneous or contrary to law. Therefore, Graphic Center's appeal should be denied.

Respectfully submitted this 30th day of May, 2025.

Attorney for Guam Power Authority



Marianne Woloschuk
GPA Legal Counsel

Table 1: Comparison of Scope of Work and Exhibit A <i>In the Appeal of Graphic Center, Appeal No. OPA-PA-21-012</i>	
Scope of Work	Exhibit A
A. Communication - This area covers the methods of data transfer from GPA to the vendor. You should indicate all methods of data transfer supported and the recommended method for transferring data. If the data must be delivered in a manual or non-electronic manner, please describe the method, delivery, turnaround time frame, additional costs, etc.	A. Communication A. 1 How do you receive the bill extract or letter file from us? A. 2 What file formats can you accept?
B. Security - This item addresses the security methods employed by the vendor to assure that transfer of GPA customer data and data processing is secure. This should also cover the finished products and its electronic and physical distribution. All encryption software, procedures, secured lines, etc. should be listed.	B. Security B. 1 Does your system have data transfer security? If so, what type? B. 2 Does your system have process security? If so, what type?
C. Bill Format Software - Guam Power Authority is looking to provide a flexible-billing format to support multiple metered and non-metered services. It is the intent of GPA to have the vendor format the billing statement from the provided layout, utilizing proven software.	C. Bill Format Software C.1 Do you support flexible bill formats as follows: <ul style="list-style-type: none"> • Residential Bills (Exhibit B) • Commercial Bills (Exhibit B) • Landlord Bill (Exhibit B) C.2 Does your system provide the ability to customize the bill print appearance? C.3 Can you produce flexible, dynamic bills? C.4 Can you produce unbundled bills? C.5 Can you produce summary bills? C.6 Can you produce bills with dynamic marketing messages? C.7 Can you produce bills with dynamic logos? C.8 Can you produce bills with dynamic graphs and charts? (Future option) C.9 Can you produce bills with bar codes? C.10 Can you produce bills in multiple languages? (Future option) C.11 Can you produce bills with the remittance coupon on the top, bottom or either?

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Scope of Work	Exhibit A
	<p>C.12 Can you format flexible marketing letter, notices, and correspondence worksheets with the bill?</p> <p>C.13 Number of colors able to use?</p> <p>C.14 Can you print the SCAN LINE on the bill using the font OCR-B?</p> <p>C.15 Can your system print 2 sided (back-to-back) LL bills?</p> <p>C.16 Can your system supports "two-up" (11 ½ x 14) formats</p> <p>C.17 Can your system supports 8 ½ x 11 format</p> <p>C.18 The system provides an out file of billing data for outsources printer and mailer</p> <p>C.19 The system supports graphic images, shading, bolding and other format features for bill formatting</p> <p>C.20 The system will allow combining charges by type on the bill. e.g. All taxes roll up into a single tax line item.</p> <p>C.21 At a minimum the bill can present the following discrete data on the bill:</p> <ul style="list-style-type: none"> • Bill Date • Bill period for each service • Previous and Current Meter readings by meter • Rate Schedule per meter/service • Rate Description • Consumption being billed by service
<p>D. Electronic Archive - Guam Power Authority is interested in obtaining an electronic archive of the bill and other documents sent to its customers to facilitate better Customer Service. This archive will need to be available directly after the bill extract is processed and represent a true image of the bill or other document to its Customer Service Representatives. The following will be required for the electronic archived data:</p>	<p>D. Electronic Archive</p> <p>D. 1 Do you have electric archive capabilities? If so, what type?</p> <p>D. 2 What method is used for retrieval of the archive?</p> <p>D. 3 Can you integrate bill view with the billing system? If so, how?</p> <p>D. 4 Can you reprint an exact copy of the bill from archive, including scan line, bar code, fonts, and graphs? If yes, what printer languages do you support for the reprint?</p> <p>D. 5 What types of viewers do you support?</p>

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Scope of Work	Exhibit A
<p>1. Electronic bill should be available via GPA Customer Website Integration or Mobile APP and indexed by customer number and billing date/month/year via a secure webpage link.</p> <p>2. Electronic bill archive data should be kept for no more than 2 years from data of bill print to electronic conversion.</p> <p>3. Bill archive data should also be available to GPA via an external secured access portal indexed by customer number and billing date/month/year.</p> <p>4. All electronic data should be stored in a secure hosted environment in the United States or related territories. Access to such data is to be limited to GPA and vendor.</p>	<p>D. 6 What are your storage capabilities for printed data?</p> <p>D. 7 What is your purge process of the stored data?</p> <p>D. 8 Could customers view their historical bills on our website? If so, in what format?</p> <p>D. 9 Can you integrate bill with the CC&B system? If so, how?</p>
<p>E. Internet Email Delivery or Notification of Bill - Guam Power Authority is interested in the ability to notify the customer that a bill is available via email. The internet accessible bill must be generated in a format that represents the true image of the bill, as well as not require special software licensing on the client. This true image must represent charts and graphs, logos and graphics, fonts, etc.</p>	<p>E. Internet Email Delivery or Notification of Bill</p> <p>E. 1 Can you e-mail bill notifications to customers? If so, what is the process for customers to view their bill from within the electronic notification?</p> <p>E. 2 Can you provide exact bill representation, of the bills accessed from the electronic notification?</p>
<p>F. Duplicate Bill - This area addresses the ease and method of duplicate bill delivery at GPA's or the customer's request.</p> <p>Return/Undeliverable Bill</p> <p>Describe how return or undeliverable bills are addressed and notification to GPA of such.</p>	<p>F. Duplicate Bill</p> <p>F.1 Can you provide duplicate bills for customers? If so, please explain your method.</p> <ul style="list-style-type: none"> • Meter size per service • Meter number(s) per service • Account Name • Account Address • Surcharges, fees, penalties and taxes with descriptions • Past Due Balance • Previous Balance • Current Amount Due • Bill Due Date • Next meter reading date • Consumption History Graph by service • Subtotal by service

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Scope of Work	Exhibit A
	<ul style="list-style-type: none"> • Bill Messages • User defined Scan Line (Mod10) • Handling code. i.e. Opening bill, closing bill, group bill etc. • User defined data
G. Special Handling/Pull Bill - This section deals with the ease with which the vendor can handle special requests, particularly whether the vendor can pull a bill electronically or whether the vendor needs to rely on manual methods.	G. Special Handling/Pull Bill G.1 Can you pull a bill during production? If needed, could the bill be printed then returned to GUC? G.1.1 If so, please explain your method for the following pull situations: pulling bill with a returned printed statement, pull a bill with archive only, and pull a bill to not process. G.2 If necessary, could you pull a bill electronically? G.3 Can you support special handling of certain accounts? Such as: archive only without a notification; archive and notify; archive, print and notify archive and print.
H. Printer - This area deals with the flexibility and features of your printers. As GPA starts to offer more services, it may be necessary to utilize different paper sizes and paper stocks.	H. Printer H.1 Do you support duplex printing? H.2 How many different paper stocks can you co-mingle into an envelope? H.3 What are the different paper stocks your printers are capable of using? H.4 Can you print checks, i.e. MICR? If so, can you insert the refund check with bill?
I. Finishers/Insertion Equipment - This section addresses the features available on your finishing/insertion equipment.	I. Finishers/Insertion Equipment I.1 Do you have intelligent insertion stations? If so, how many? I.2 How many pages can you send in a #10 envelope, i.e., tri-fold? I.3 How many pages can you send in a #6 envelope, i.e., one-fold? (Future option) I.4 Can you send bills in a flat envelope? (Future option)
J. Mail - GPA wants the best value as well as present a host of delivery options to its customers. Please also include if local printing and mailing will be available.	J. Mail J.1 What steps do you take to insure lowest cost of postage?

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Scope of Work	Exhibit A
	J.2 Do you do address verification and postal sorting? If so, what software? J.3 Do you support indicia mailing? J.4 What type of mailing classes do you use? Indicate which carriers you use for the classes.
K. Paper/Envelope - GPA would like to understand your processes, procedures and pricing regarding paper inventory and envelopes. Include your inventory plan for GPA stock.	K. Paper/Envelope K.1 Do you sell paper? If so, what sizes and options (e.g., colors, perforated paper)? K.2 Do you sell envelopes? If so, what sizes and options (e.g., window envelopes)? K.3 Do you offer Paper Design services? (Future option) K.4 How do you handle inventory control? K.4.1 Is there an additional cost for inventory control? K.4.2 Is there an additional cost for delivery?
L. Processing Window - GPA needs to understand the deadlines and turnaround times between delivery of the bill print file, printing, and mailing to our customers. Delivery Receipt Timeframe GPA would like to know the timeframe of mailing of bills to customers from delivery to actual receipt.	L. Processing Window L.1 Do you offer same -day processing of the billing statements? L.1.1 What is the cutoff for same-day processing? L.2 Do you have enough capacity to handle large volume increases during a daily cycle?
M. Disaster Recovery Plan - Answering questions within this section will allow GPA to discover your processes and procedures in regards to Disaster Recovery and backup processes.	M. Disaster Recovery Plan M.1 Do you have a disaster Recovery Plan established? M.1.1 If so, provide an overview of your Disaster Recovery Plan. Details should include testing scope and frequency as well as listing of any "hot site" processing centers. M.1.2 How and when will Greenville Utilities Commission be notified of an unplanned incident relevant to completion of a given print job.
N. Reporting - Describe your balancing and quality assurance processes. How do you determine that every bill transmitted for	N. Reporting N.1 Describe control handling for Balance Controls Out of balance procedures

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Scope of Work	Exhibit A
<p>processing is worked and data printed is accurate?</p> <p>Service Level Response Time</p> <p>Describe the process and timeframe of responding to issues and resolutions.</p>	<p>N.2 How do you validate that transmittals sent by Guam Power Authority are complete and error free. How is the receipt of such files acknowledged?</p> <p>N.3 How you communicate a mailing has been completed.</p> <p>N.4 Can you provide a detailed timeline of each cycle/job, starting at receipt of the file to complete processing and mailing.</p>
O. Archival and Retrieval Processing	<p>O. Other Internet Services</p> <p>O.1 Describe any other services you may offer.</p>
P. Printing and Processing of Disconnection Notices	<p>P. Other Miscellaneous Accounts</p> <p>P.1 Does your system provide the ability to print other customized bills e.g. Landlord (LL) bills? (Please see Exhibit B)</p> <p>P.2 Can your system print 2 sided (back-to-back) LL bills?</p> <p>P.3 Can you send LL bills electronically?</p> <p>P.4 What are the mailing options for LL bills?</p>
Q. Other Services - Describe any other services you may offer which may benefit GPA.	