



**Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL**

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS
DATE: 8/12/2025
TIME: 1:10 ☐ AM ☒ PM BY: [Signature]
FILE NO OPA-PA: 25-009

PART I- To be completed by OPA

In the Appeal of _____)

NOTICE OF APPEAL

(Name of Company), APPELLANT)

Docket No. OPA-PA _____

PART II- Appellant Information

Name: Jorge O. Cardona
Mailing Address: 188 Kalamasas machiche
Dededo, GU 96929
Business Address: _____
Email Address: jorgeocardona@hotmail.com
Daytime Contact No: 671-483-6554
Fax No.: _____

PART III- Appeal Information

- A) Purchasing Agency: Mayor's Council of Guam
- B) Identification/Number of Procurement, Solicitation, or Contract: MCOG Bid 25-002
- C) Decision being appealed was made on July 31, 2025 (date) by:
____ Chief Procurement Officer ____ Director of Public Works ☒ Head of Purchasing Agency

Note: You must serve the Agency checked here with a copy of this Appeal within 24 hours of filing.

D) Appeal is made from:

(Please select one and attach a copy of the Decision to this form)

- ☒ Decision on Protest of Method, Solicitation or Award
☐ Decision on Debarment or Suspension
☐ Decision on Contract or Breach of Contract Controversy
(Excluding claims of money owed to or by the government)
☐ Determination on Award not Stayed Pending Protest or Appeal
(Agency decision that award pending protest or appeal was necessary to protect the substantial interests of the government of Guam)

E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:

- UMS Heavy Equipment Rental
- Big Ben & Co
- Graham Waste Control Inc
- Brena Vista Environmental, LLC

PART IV- Form and Filing

In addition to this form, the Rules of Procedure for Procurement Appeals require the submission together with this form of additional information, including BUT NOT LIMITED TO:

1. A concise, logically arranged, and direct statement of the grounds for appeal;
2. A statement specifying the ruling requested;
3. Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for appeal unless not available within the filing time in which case the expected availability date shall be indicated.

Note: Please refer to 2 GAR § 12104 for the full text of filing requirements.

PART V- Declaration Re Court Action

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of Public Accountability will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of Public Accountability within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 12 day of AUG, 2025

By: _____

APPELLANT

or

By: _____

Appellant's Duly Authorized Representative

(Address)

(Phone No.)

APPENDIX A

Procurement Appeal Officer

August 8, 2025

Subject: Appeal Regarding MCOG Bid 25-002

Dear Procurement Appeal Officer,

I am submitting this formal appeal to your office following the rejection of my initial appeal by the Mayor's Council of Guam. Before pursuing legal channels, I respectfully request your review of my case in accordance with the General Terms and Conditions outlined in the Government of Guam Sealed Bid Solicitation Instructions for MCOG Bid 25-002.

Specifically, I refer to the following provisions:

Page 29, Paragraph 22 – Award, Cancellation, and Rejection:

"Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the government... The Executive Director shall have the authority to award, cancel, or reject bids, in whole or in part... if he determines it is in the public interest."

Page 34, Paragraph 2(c):

"Unit price for each unit offered shall be shown... In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct."

Page 35, Paragraph 9 – Rejection of Bids:

"Any bid submitted in response to this IFB may be rejected in whole or in part when it is in the best interest of the government, in accordance with GAR3116."

My bid for Unit 1.0 was the lowest responsible and responsive bid, and the bid bond submitted was proper and sufficient. The rejection appears to be based on a misinterpretation of the \$68,998.00 figure placed in the Unit 2.0 column. This amount was not a bid for Unit 2.0, but rather the total sum of my Unit 1.0 bid, carried down for clarity. No unit price was entered for Unit 2.0, and no bid bond was submitted for it—clearly indicating no intent to bid on that item.

Per the instructions above:

- The bid should have been rejected only in part, specifically for Unit 2.0
- The unit price governs in case of discrepancies, and none was provided for Unit 2.0

- My bid for Unit 1.0 met the criteria for award and served the public and government interest

I submitted my initial appeal via email to the Mayor's Council on August 1, 2025, within the 14-day window allowed by bid regulations. As no resolution has been provided, I am now seeking your review and approval to proceed with the next steps in the appeal process.

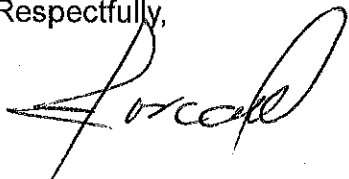
This letter includes:

- A clear and concise statement of the grounds for appeal
- A specific ruling request
- Supporting documentation and evidence

I am available at (671) 483-6554 or via email at jorgeocardona@hotmail.com. I also authorize Cynthia Vargas-Valinhas at (671) 456-3152 to speak on my behalf regarding this matter.

Thank you for your time and consideration.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Cardona', with a large, stylized loop at the end.

JORGE O. CARDONA

President & Owner

Cardona Pacific Corporation

Mayor's Council of Guam
Procurement Appeal Officer
August 8, 2025

Subject: Formal Appeal Submission – MCOG Bid 25-002
Submitted by: Jorge O. Cardona, President & Owner
Company: Cardona Pacific Corporation
Contact: (671) 483-6554 | jorgeocardona@hotmail.com
Authorized Representative: Cynthia Vargas-Valinhas – (671) 456-3152

Dear Procurement Appeal Officer,

Enclosed is my formal written appeal regarding the rejection of my bid for MCOG Bid 25-002. This submission includes:

- A signed appeal letter outlining the grounds for appeal
- Supporting references to the Government of Guam Sealed Bid Solicitation Instructions
- Contact information and authorization for representation

This appeal is submitted within the required timeframe and in accordance with the bid regulations. I respectfully request your review and consideration prior to pursuing legal remedies.

Thank you for your attention to this matter.

Sincerely,

JORGE O. CARDONA

President & Owner

Cardona Pacific Corporation

A handwritten signature in black ink, appearing to read 'Jorge O. Cardona', is written over the printed name.

Supporting Documents – Exhibit Packet

Submitted by: Jorge O. Cardona

Company: Cardona Pacific Corporation

Date: August 11, 2025

Subject: Supporting Exhibits for MCOG Bid 25-002 Appeal

Dear Procurement Appeal Officer,

Please find enclosed the supporting documents referenced in my formal appeal letter. These exhibits are provided to clarify the basis of my bid and demonstrate compliance with the Government of Guam Sealed Bid Solicitation Instructions.

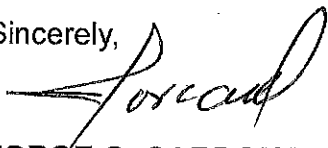
📁 Contents of Exhibit Packet:

1. **Copy of Submitted Bid Form** – Highlights placement of \$68,998.00 under Unit 2.0 column – Shows absence of unit price for Unit 2.0
2. **Bid Bond Documentation** – Confirms bond submitted for Unit 1.0 only – No bond submitted for Unit 2.0, indicating no intent to bid
3. **Rejection Notice from Mayor's Council** – Dated July 31, 2025 – Basis of rejection appears to misinterpret bid layout
4. **Email Appeal to Mayor's Council** – Sent August 1, 2025 – Confirms timely submission of initial appeal
5. **Highlighted Pages from MCOG Bid 25-002 Instructions** – Page 29, Paragraph 22 – Page 34, Paragraph 2(c) – Page 35, Paragraph 9

Each document is labeled and organized in the order listed above. I respectfully request that these materials be reviewed in conjunction with my appeal letter.

Thank you for your attention and consideration.

Sincerely,



JORGE O. CARDONA

President & Owner Cardona Pacific Corporation

ITEM NO.	DESCRIPTION	QTY/UOM	UNIT PRICE	PRICE EXTENSION
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1.0 COLLECTION AND TRANSPORT/TOWING
FOR ABANDONED VEHICLES PER VEHICLE:

FOLLOWING DISTRICTS:

CENTRAL DISTRICT:

a. Agana Heights	20	ea.	\$ <u>149.99</u>	\$ <u>2,999.80</u>
b. Hagatna	20	ea.	\$ <u>149.99</u>	\$ <u>2,999.80</u>
c. Sinajana	20	ea.	\$ <u>149.99</u>	\$ <u>2,999.80</u>
d. Chalan Pago - Ordot	20	ea.	\$ <u>149.99</u>	\$ <u>2,999.80</u>
e. Mangilao	20	ea.	\$ <u>149.99</u>	\$ <u>2,999.80</u>
f. Barrigada	20	ea.	\$ <u>149.99</u>	\$ <u>2,999.80</u>
g. Mongmong-Toto-Maite	20	ea.	\$ <u>149.99</u>	\$ <u>2,999.80</u>

SOUTHERN DISTRICT:

h. Asan-Maina	20	ea.	\$ <u>174.99</u>	\$ <u>3,499.80</u>
i. Piti	20	ea.	\$ <u>199.99</u>	\$ <u>3,999.80</u>
j. Santa Rita-Sumai	20	ea.	\$ <u>199.99</u>	\$ <u>3,999.80</u>
k. Hagat	20	ea.	\$ <u>249.99</u>	\$ <u>4,999.80</u>
l. Malesso'	20	ea.	\$ <u>249.99</u>	\$ <u>4,999.80</u>
m. Humatak	20	ea.	\$ <u>249.99</u>	\$ <u>4,999.80</u>
n. Inalahan	20	ea.	\$ <u>249.99</u>	\$ <u>4,999.80</u>
o. Talofoto	20	ea.	\$ <u>199.99</u>	\$ <u>3,999.80</u>
p. Yona	20	ea.	\$ <u>174.99</u>	\$ <u>3,499.80</u>

NORTHERN DISTRICT:

q. Dededo	20	ea.	\$ <u>149.99</u>	\$ <u>2,999.80</u>
r. Tamuning-Tumon-Harmon	20	ea.	\$ <u>149.99</u>	\$ <u>2,999.80</u>
s. Yigo	20	ea.	\$ <u>149.99</u>	\$ <u>2,999.80</u>

2.0	DISPOSAL PROCESSING FEE	380	ea.	\$ <u>68,998.00</u>	\$ <u>68,998.00</u>
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$$68,998.00 \cdot 15\% = 10,349.70$$

Number of Bidders

Number of Bids Received

Number of IFB Amendments

8

5

1

DESCRIPTION

COLLECTION AND TRANSPORT/TOWING ABANDONED VEHICLES AND DISPOSAL.

OFFEROR(S)

Cardona Pacific Corporation

cashiers check \$10,349.43

pay to the order of Mayor's Council

of Guam date 7/5/25 #316612

Acceptance Time

7/7/25

Delivery Acceptance

7/7/25

Delivery Specified IN IFB 30 DAYS

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#2

2 of 5

LEGEND(\$)

- (A) Ethical Standards Affidavit
- (B) Affidavit re No. Gratuities or Kickbacks
- (C) Restriction Against Sexual Offenders Affidavit
- (D) Declaration re Compliance with U.S. Wage Determination
- (E) Affidavit re Non Collusion
- (F) Affidavit Disclosing Ownership and Commission
- (G) Affidavit re Contingent Fees
- (H) Bid Bond Submittal (15% of Total Bid Amount)
- (I) Current Business License

I hereby certify that all bids received in response to this invitation were opened under my

See page 5 of 5

(Signature)

DATE:

TABULATED BY:



Mayors' Council of Guam

Representacion Alkalde Guahan

BID STATUS

July 31, 2025

Cardona Pacific Corporation
Attn: Mr. Jorge O. Cardona
188 Kalamasa Macheche
Dededo Guam 96929
Tel (671) 483-6554
Email: jorgeocardona@hotmail.com

BID INVITATION NO. MCOG-25-002

OPENING DATE: July 7, 2025

Description: Collection, Transportation and Disposal of Abandon Vehicles

The following is the result of the above mentioned bid. Refer to the items checked below:

- [] Cancelled (in its entirety), or partially cancelled due to:
- () Insufficient funds;
 - () Change of specifications; or
 - () Insufficient number of bidders
- [X] Rejected due to:
- () Late submission of bid;
 - (X) No bid security or insufficient bid security;
 - () Not meeting the delivery requirement as stated in the IFB;
 - () Non-Conformance with requirements of IFB
 - () High Price
 - () Others

Remarks: Required bid security for the procurement of MCOG-25-002 is 15% of the total bid amount. Total for line item 1.0 and 2.0: \$137,994.20. The bid guarantee submitted is \$10,349.43 (Cashiers Check #316612 dated 7/5/2025 issued by Community First) which is less than 15% of the total bid amount.

[X] Bid recommended for award: Buena Vista Environmental, LLC in the total amount of \$107,500.00 for line item 1.0 And Guahan Waste Control, Inc. dba Mr. Rubbishman in the amount of \$114,000.00 for line item 2.0.

Remarks: Thank you for participation. Please send your authorized representative to pick up your original bid status and cashier check/bid bond or Standby Letter of Credit.

Joy Jean Arceo
Executive Director

Please Print
Acknowledgement Copy (Email: mcogadmin@teleguam.net)

Received By: _____
Date: _____
Company Name: _____
Email to: mcogadmin@teleguam.net



Smart Copy <smartcopyguam@gmail.com>

#4

Fw: BID REJECTION APPEAL Re: Bid Status MCOG 25-002 Cardona Pacific Corporation

Jorge Cardona <jorgeocardona@hotmail.com>
To: Smart Copy <smartcopyguam@gmail.com>

Mon, Aug 11, 2025 at 1:06 PM

Get Outlook for iOS

From: JoyJean Arceo <joyjean.arceo@mcog.guam.gov>
Sent: Tuesday, August 5, 2025 2:22 PM
To: Jorge Cardona <jorgeocardona@hotmail.com>
Cc: Tianna Sarrosa <tianna.sarrosa@mcog.guam.gov>
Subject: Re: BID REJECTION APPEAL Re: Bid Status MCOG 25-002 Cardona Pacific Corporation

Good afternoon Mr. Cardona, I am in receipt of your email. As mentioned during our meeting on Friday, August 1st. Cardona Pacific Corporation will need to seek legal guidance regarding this matter. Thank you!

On Fri, Aug 1, 2025 at 3:18 PM Jorge Cardona <jorgeocardona@hotmail.com> wrote:

Jorge O Cardona

President/Owner/ Cardona Pacific Corporation

188 Kalamasa Macheche

Dededo, GU, 96929

jorgeocardona@hotmail.com

671-483-6554

August 1, 2025

Jot Jean Arceo

Mayor' Council of Guam

To Whom It May Concern,

I am writing to formally appeal the decision regarding the rejection of my bid for [Bid Number or Project Title], specifically related to Unit 1: Towing and Transporting of Abandoned Vehicles.

According to the rejection notice, my bid was disqualified on the basis of an insufficient bonding fee of 15%. However, I respectfully assert that the bonding fee requirement for Unit 1 was fully met and paid in accordance with the bid instructions. I did not submit a bid for Unit 2 (Disposal of Vehicles), as my company does not have the capability for that service, and it was my understanding that bidders could submit proposals for either or both units independently.

Additionally, I request a full copy of my original submitted documents. The version I currently possess appears to be a transcribed copy that contains discrepancies, including a clause I did not agree to. I would like to review the original version to ensure the accuracy and integrity of the information on file.

Given that my company submitted the lowest responsive and responsible bid for Unit 1 and met all the stated requirements, I respectfully request that this appeal be reviewed thoroughly, and that my bid be reconsidered for award or further clarification be provided regarding the decision process.

Please confirm receipt of this appeal and advise of the next steps in the process. I would be happy to provide any additional documentation or clarification needed to assist in this review.

Thank you for your time and attention to this matter. Looking forward to meeting in person.

Sincerely,

Jorge O. Cardona

Get Outlook for iOS

From: JoyJean Arceo <joyjean.arceo@mcog.guam.gov>

Sent: Thursday, July 31, 2025 3:20:50 PM

To: jorgeocardona@hotmail.com <jorgeocardona@hotmail.com>

Cc: Tianna Sarrosa <tianna.sarrosa@mcog.guam.gov>; Jo Ann Aguero Charfauros <joann.charfauros@mcog.guam.gov>; Beatrice Cruz <beatrice.cruz@mcog.guam.gov>; Royelle Carter <royelle.carter@mcog.guam.gov>

Subject: Bid Status MCOG 25-002 Cardona Pacific Corporation

Please find attached the Bid Status for Invitation for Bid MCOG-25-002 Collection & Transportation Towing for Abandoned Vehicles and Disposal.

Cardona Pacific Corporation
Jorge O. Cardona
jorgeocardona@hotmail.com
(671) 483-6554

Physical copy of
email

August 05, 2025

**Subject: REVISED - Appeal of Bid Rejection –
MCOG-25-002 - Collection & Transport-Towing for Abandoned Vehicles and Disposal**

To whom it may concern.

I am writing to formally appeal the decision regarding the rejection of my bid for MCOG-25-002 , specifically related to Unit 1: Towing and Transporting of Abandoned Vehicles.

According to the rejection notice, my bid was disqualified on the basis of an insufficient bonding fee of 15%. However, I respectfully assert that the bonding fee requirement for Unit 1 was fully met and paid in accordance with the bid instructions. I did not submit a bid for Unit 2 (Disposal of Vehicles), as my company does not have the capability for that service, and it was my understanding that bidders could submit proposals for either or both units independently. I mistakenly placed my overall total for Unit 1 price in the Unit 2 price extension box.

Additionally, I request a full copy of my original submitted documents. The version I currently possess appears to be a transcribed copy that contains discrepancies, including a clause I did not agree to. I would like to review the original version to ensure the accuracy and integrity of the information on file.

Given that my company submitted the lowest responsive and responsible bid for Unit 1 and met all the stated requirements, I respectfully request that this appeal be reviewed thoroughly, and that my bid be reconsidered for award or further clarification be provided regarding the decision process.

Please confirm receipt of this appeal and advise of the next steps in the process. I would be happy to provide any additional documentation or clarification needed to assist in this review.

Thank you for your time and attention to this matter.

Sincerely,



Jorge O. Cardona (President – Owner)
Cardona Pacific Corporation
jorgeocardona@hotmail.com
(671) 483-6554

MCOG PROCUREMENT

AUG 05 2025

RECEIVED BY: *MC*

Deatrice Carr

[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:

In determining the lowest responsible offer, the Executive Director shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

[X] 17. TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Executive Director will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

[X] 18. BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[X] 19. DESCRIPTIVE LITERATURE: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[] 20. SAMPLES: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[] 21. LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[X] 22. AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Executive Director shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[] 23. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[X] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the Mayor(s) Council of Guam, Telephone Nos. (671) 477-6886 or 475-6891, at least twenty-four (24) hours before delivery of any item under this solicitation.

[] 25. BILL OF SALE: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[] 26. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[] 28. MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **Bid Forms:** Each bidder shall be provided with one (1) set of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **Preparation of Bids:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
 - e) **No Entitlement to Preparation Cost** – The bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
3. **Explanation to Bidders:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **Acknowledgement of Amendments to Solicitation:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **Submission of Bids:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **Failure to Submit Bid:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **Late Bid, Late Withdrawals, and Late Modifications:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. **Cancellation or Revision of Bid:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR §3115, when it is in the best interest of the Government. Additionally, in accordance with GAR §9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

9. **Rejection of Bids:** any bidder submitted in response to this IFB may be rejected in whole or in part when it is in the best interest of the Government, in accordance with GAR §3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR §3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

10. **Termination of Contract:** 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR §6101(10)

- (a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
- (c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

11. **Contract Disputes:** 5 GCA §5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of a contract between them. This includes without limitation controversies based upon breach of contract, mistake misrepresentation, or other cause for contract modification reformation, or rescission. The word controversy is meant to be broad and all encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt request, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (4) a statement of the Office's decision with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government. You may seek any administrative or judicial review authorized by law.

12. **Mandatory Disputes Resolution Clause:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

- (1) Disputes – Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of this contract through mutual agreement. If the controversy is not resolved by mutual agreement then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA §5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- (2) Absence of a Written Decision with Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contract may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.
- (3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA §5706
- (4) Disputes – Money owed to or by the government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA §6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.
- (5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior court of Guam in accordance with applicable laws.
- (6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior court of Guam of any controversy arising under, or by virtue of this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the Public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.