



Jerrick Hernandez &lt;jhernandez@guamopa.com&gt;

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

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**Marie L. Cruz** <mlcruz@oagguam.org>

Fri, Jul 29, 2022 at 4:31 PM

To: Jerrick Hernandez &lt;jhernandez@guamopa.com&gt;

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

The attached documents are E-Filed to OPA and E-Served to the office of Jacqueline T. Terlaje - Reply For Motion to Dismiss w/ Exhibit A.

Please acknowledge email and attachment receipt. Thank you.

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 **07-29-22 OPA-PA-22-004.pdf**  
1679K



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**IN THE OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEAL**

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

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The Office of the Attorney General, on behalf of the Office of the Governor of Guam (“GOV”) hereby files its reply brief in support of its motion for an order dismissing the appeal filed by Data Management Resources, LLC (“DMR”).

## I. INTRODUCTION

DMR's Opposition to GOV's Motion to Dismiss does not respond to the legal arguments raised in the Motion to Dismiss, but seems to primarily attempt to raise other questions of fact best left for a determination of the case on the merits, and mixes these unsupported statements of fact with unsupported statements of law. The legal issues raised in the Motion to Dismiss were clearly and succinctly set forth in the original motion, so GOV will not reprise all of them in this reply brief.

However, a Motion to Dismiss should be granted when there is no set of facts that would entitle the claimant to relief, therefore, GOV will attempt to limit its response to the matters raised in the Opposition which appear to have bearing on the determination of a motion to dismiss. And although DMR contends that "as far as is known by Appellant DMR, the OPA has not adopted the civil action standards in these administrative proceedings," *Appellant's Opposition to Motion to Dismiss*, p. 1, lines 19-23, the Supreme Court of Guam has specifically held otherwise: "[p]rocurement appeals are governed by law and rules of procedure of the Superior Court of Guam, which include the Guam Rules of Civil Procedure. Special rules for procurement cases would complicate procurements, instead of simplifying them. See 5 GCA § 5001(b)(1) (2005)." *Teleguam Holdings LLC v. Guam*, 2018 Guam 5, ¶ 27. Therefore, this appeal should be dismissed because DMR fails to plead sufficient supported facts to support its conclusory legal claims and cannot survive a GRCP 12(b) motion to dismiss.

## II. DISCUSSION

### A. Funding

- 1) Appellant claims the government concedes that funding expires on September 30, 2022.

This factual contention is wholly unfounded and incorrect. On July 1, 2022, GOV received Notice of Award from the Department of Interior for Grant No. D20AP00048, extending funding for the subject RFP through September 30, 2023. This Notice of Award was attached to the previously filed Motion to Dismiss as “Exhibit A.” It is hereby attached again here for ease of reference, as “Exhibit A.” Department of Interior Notice of Award, DP20AP00048 (July 1, 2022). The Project Period of performance and Budget Period for the funding for this RFP have been extended through September 30, 2023.

- 2) Appellant claims that the government must ensure that “funding is available for the first twelve months of the contract period.” *App. Opp. To Mot. To Dismiss*, p. 4, lines 9-12.

This legal contention is wholly unsupported and is incorrect. DMR previously argued in its Letter of Protest #1 and its Appeal that the government is required to have funds available for the entire time of contracting whenever it enters into a contract. DMR now appears to have possibly revised this argument in its Opposition to the Motion to Dismiss, and claims that the GOV is failing to ensure that funds are available for a twelve-month period. All of these legal and factual contentions are incorrect and in contradiction of the plain language of the applicable statutes, 5 GCA § 5237 and 2 CFR § 200.344.

DMR’s contentions demonstrate an erroneous understanding of governmental funding and funding sources. Local governmental funds are only appropriated to the executive agencies of the government of Guam on annual basis, per fiscal year. Organic Act of Guam, §§ 1421j and 1423j. Federal funds awarded by Federal Agencies to the executive agencies of the government of Guam are only awarded in accordance with the “period of performance” identified in each Federal Award pursuant to 2 CFR § 200.211(b)(5).

*Period of performance* means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.

2 CFR § 200.1, period of performance (emphases added).

The “period of performance” and “budget period” for this funding is now extended through the next fiscal year, until September 30, 2023, *see* Exhibit A, which is clearly more than one year from the current date. The term “period of performance” is the crucial component for the timing of obligating and spending the funds, because under 2 CFR § 200.344 (b), (c), and (d), this date determines the date of these subsequent actions to finally closeout the funds:

(b) Unless the Federal awarding agency or pass-through entity authorizes an extension, *a non-Federal entity must liquidate all financial obligations incurred under the Federal award no later than 120 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.*

(c) The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for costs meeting the requirements in Subpart E of this part under the Federal award being closed out.

(d) The non-Federal entity must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that are not authorized to be retained by the non-Federal entity for use in other projects.

*Id.* (emphasis added).

“*Financial obligations*, when referencing a recipient's or subrecipient's use of funds under a Federal award, means orders placed for property and services, contracts and subawards made, and similar transactions that require payment.” 2 CFR § 200.1, financial obligations (emphases added).

Under these statutes, a Recipient of federal funds must make a “financial obligation” of the funds within the “period of performance” of the Federal Award, and must make payment on

the financial obligation, which includes any contract, within 120 days after the end of the period of performance.

50 CFR § 80.91, although not applicable to this specific funding, provides a “nuts and bolts” explanation of this process, stating:

“What is a Federal obligation of funds and how does it occur?”

An obligation of funds is a legal liability to disburse funds immediately or at a later date as a result of a series of actions. All of these actions must occur to obligate funds for the formula-based grant programs authorized by the Acts:

- (a) The Service sends an annual certificate of apportionment to a State fish and wildlife agency, which tells the agency how much funding is available according to formulas in the Acts.
- (b) The agency sends the Regional Director an application for Federal assistance to use the funds available to it under the Acts and commits to provide the required match to carry out projects that are substantial in character and design.
- (c) The Regional Director notifies the agency that he or she approves the application for Federal assistance and states the terms and conditions of the grant.
- (d) The agency accepts the terms and conditions of the grant in one of the following ways:
  - (1) Starts work on the grant-funded project by placing an order, entering into a contract, awarding a subgrant, receiving goods or services, or otherwise incurring allowable costs during the grant period that will require payment immediately or in the future; ....

*Id.*

Therefore, for this RFP, GOV has until September 30, 2023 to obligate the funds by executing and entering into a contract, and under 2 CFR § 200.344(b), GOV actually has until January 28, 2024 to “liquidate,” i.e., make payments of the funds for any contracts that were entered with the funds during the period of performance. DMR’s factual and legal contentions have no merit.

3) Appellant Claims that it is Bad Faith for the Government to Fail to Provide Funds Available for Successive Fiscal Periods of the Multi-Term Contract.

Multi-term Contracts are specifically allowed under Guam law, *see* 2 GAR, Div. 4, § 3121 (Multi-term Contracts); and payment and performance obligations for succeeding fiscal periods

after the first fiscal period of the contract are always “subject to the availability and appropriation of funds therefor.” 5 GCA § 5237(a) and (c).

More importantly, the governing federal law contains the same requirements. Pursuant to 2 CFR § 200.211(c)(1)(iv) the federal funds under Department of Interior Grant No. D20AP00048 are subject to availability because its period of performance now spans more than one budget period:

Future budget periods. If it is anticipated that the period of performance will include multiple budget periods, *the Federal awarding agency must indicate that subsequent budget periods are subject to the availability of funds*, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

*Id.* (emphasis added)

Finally, under Department of Interior Grant No. D20AP00048, there is \$12,039,565.00 available for the “first fiscal period” of any contract entered. 5 GCA § 5237(a). The first fiscal period of the contract is not required to be and is not necessarily a full fiscal year. If this were the case, the government could never enter into contracts on any date other than October 1 of every new fiscal year. GOV could hypothetically enter into a contract on August 1, 2022, and it would have available \$12,039,565.00 for the time period from August 1, 2022 until September 30, 2022, the “first” fiscal period of the contract. It would now also have available the unspent remainder of these funds from October 1, 2022 until September 30, 2023, i.e., the “successive” fiscal period of such a contract, because the period of performance and budget period of the funding has been extended. See Exhibit A. DMR’s factual and legal contentions regarding the availability, applicability, and timing of the expenditure of this funding are wholly unsupported.

DMR fails to set forth any facts or legal citations to show that these provisions of the solicitation are “in violation of law” or conducted in “bad faith.” In contrast, GOV has provided

citations and factual support to show that this solicitation was conducted in accordance with the law, and in fact, the RFP incorporated the mandatory legal terms as required by these laws.

**B. Failure to State a Claim for Redress/Standing as an Aggrieved Protestor**

DMR lacks standing to file this Complaint. Standing is a component of subject matter jurisdiction. *Taitano v. Lujan*, 2005 Guam 26 ¶15 (citing *Guam Imaging Consultants, Inc. v. Guam Memorial Hospital Auth.*, 2004 Guam 15, ¶ 17 (“Standing is a threshold jurisdictional matter.”)). As held in *Taitano v. Lujan*, “[i]f a party does not have standing to bring a claim, a court has no subject matter jurisdiction to hear the claim.” *Id.* Because standing is a necessary and inextricable component of subject matter jurisdiction, a challenge to a party’s standing is a challenge to subject matter jurisdiction, and is properly addressed under Rule 12(b)(1). See *Arbaugh v. Y&H Corp.*, 546 U.S. 500, 510–13 (2006) (Rule 12(b)(1)).

The OPA must address a challenge made under Rule 12(b)(1), questioning subject matter jurisdiction, before any other challenges, since the OPA must find jurisdiction before determining the validity of a claim. See *Arbaugh*, 546 U.S. at 510–13; and *Bell v. Hood*, 327 U.S. 678, 682 (1946).

A party invoking jurisdiction must, at an irreducible minimum, show that “he personally has suffered some actual or threatened injury as a result of the putatively illegal conduct of the defendant, and that the injury fairly can be traced to the challenged action and is likely to be redressed by a favorable decision.” *Valley Forge Christian Coll. v. Ams. United for Separation of Church and State, Inc.*, 454 U.S. 464, 472 (1982).

In making a determination as to whether a complaint sufficiently sets forth claim or a cause of action, the Court applies Rule 8, and a standard similar to that used for motions to dismiss under Rule 12. *Securities Investor Protection Corp. v. Vigman*, 764 F.2d 1309, 1318 (9th Cir.1985); *Bowers v. Hardwick*, 478 U.S. 186, 202 (1986); accord *Hill v. Booz Allen Hamilton, Inc.*, Civil Case No. 07 00034, 2009 WL 1620403, \*3 (D. Ct. Guam, June 9, 2009).



Rule 8(a)(2) and (3) of the Guam Rules of Civil Procedure requires that a party's complaint must contain separate elements: (2) a short and plain statement of the claim showing that the pleader is entitled to relief, and (3) a demand for judgment for the relief to which the pleader seeks. GRCP Rule 8 (a)(2) and (3) (2013) (emphasis added).

It is 5 GCA § 5425(a) which sets forth the cognizable statement of a claim for a protestor, conferring upon a prospective offeror the right to protest only if they are "aggrieved" by violations of the procurement rules and statutes. A protestor must be able to demonstrate it is "aggrieved" based on an injury in fact sufficient to give such claimant standing, and only then is OPA granted jurisdiction to hear the protest. *Id.*

In furtherance of this interpretation, the OPA Administrative Rules and Regulations for appeals specifically define a "Protestor" as an offeror "who is aggrieved in connection with the solicitation or award of a contract and who filed a protest ... Such a protestor is sometimes referred to as an 'aggrieved person.'" 2 GARR, Div. 4, § 12102(c) (2013) (emphasis added). Likewise, these regulations define "interested parties" as someone who can show they would have received the contract, but for the actions of another. 2 GARR §12102(b). ("Interested Party means an actual or prospective bidder, proposer, or contractor who appears to have a substantial and reasonable prospect of receiving an award if the Appeal is denied.)

In this case, DMR is not a bona fide "protestor," and has no standing as an "aggrieved" prospective offeror because it cannot show that its claims of "arbitrary conduct" entitled it to any specific relief, would have affected its entitlement to participate in the procurement, or would entitle it to an award of the contract, even if it prevailed on the claims set forth in its Appeal.

DMR claims that this procurement had no Procurement Officer prior to May 19, 2022. This claim is unsupported and clearly refuted by the contents of the Procurement Record, at Tabs 1 and 21, showing all mandatory publication notices and written determinations executed by the

Procurement Officer assigned to the procurement prior to May 19, 2022. A *new* Procurement Officer was designated on May 19, 2022 in order to substantially comply with 5 GCA § 5141.

DMR's claim of injury regarding all alleged violations of law, including 5 GCA § 5141, states "the mere fact of the government engaging in arbitrary conduct is in itself prejudicial to the maximum competition in procurement, and violates the government's obligation to ensure a competitive and fair process in RFP-OOG-2022-001 in accordance with Guam Procurement Law, and the obligations imposed by 2 C.F.R. § 200.319." *App. Opp. To Mot to Dismiss*, p. 6, lines 7-11. This claim is not sufficient to confer an injury in-fact.

The Guam Procurement Law and the Guam Procurement Regulations do not separately define the term "aggrieved," but the word has a well-developed meaning. BLACK'S LAW DICTIONARY 73, 1154 (8th ed. 2004), defines "aggrieved" as "having legal rights that are adversely affected," and "aggrieved party" as "a party whose personal, pecuniary, or property rights have been adversely affected by another person's actions ...." *Id.*

Guam adopted its procurement statutes and regulations in 1983 from the 1979 Model Procurement Code promulgated by the American Bar Association. Accordingly, case law from other states interpreting similarly adopted versions of the ABA Model Procurement Code constitutes persuasive case law in Guam.

Every jurisdiction to address the issue and interpret a statutory scheme with similar procurement code provisions has concluded that a bidder/offeror who cannot establish its "entitlement" to relief is not aggrieved and has no standing or right to file a protest of the procurement, protest an award of a contract, or pursue judicial remedies based on such protest.

The state of Indiana adopted a similar version of the ABA Model Procurement Code in 1981. *In City of Fort Wayne v. Pierce Mfg., Inc.*, 853 N.E.2d 508 (Ind. Ct. App. 2006), the Indiana Court of Appeals conducted an in-depth analysis of the meaning of the term "person aggrieved," and concluded that an unsuccessful bidder did not have standing to maintain suit

against both the successful bidder and the City merely for alleged violations of the procurement rules that did not affect its ability to participate in the process, because and it could not show that it suffered any injury to either its personal rights or property rights.

The court determined that "to be a 'person aggrieved,' [plaintiff] must have suffered or be likely to suffer in the immediate future harm to a pecuniary, property, or personal interest. [Plaintiff] must have a legal interest that will be enlarged or diminished by the result of the judicial review." *Id.* at 518. The court found that for the purposes of judicial review of the contract solicitation, the plaintiff's mere status as a bidder conferred no personal or pecuniary right or interest in the contract which could be harmed or injured by the City's actions, and it was "bound to conclude that the facts offered [by plaintiff] establish nothing more than a unilateral expectation or abstract desire on [plaintiff's] part." *Id.* at 519.

Other jurisdictions have found that "[a] direct challenge aimed at the lack of qualification or responsibility of a successful contractor cannot be brought by one whose only interest stems from his position as an unsuccessful bidder who would not be entitled to the contract even if the defendant were disqualified." *Interstate Waste Removal Co. v. Bd. of Comm'rs*, 355 A.2d 197, 201 (N. J. App. Div. 1976) (finding no standing to challenge irregularities merely based on bidder status, if the bidder could show no effect on its entitlement to the contract).

In *Preston Carroll Co., Inc. v. Florida Keys Aqueduct Authority*, 400 So.2d 524 (Fla.App.1981), the District Court of Appeal held that in order to have standing to protest and contest the award of a contract to the apparent low bidder in court, the unsuccessful bidder was required to establish that it had a "substantial interest" to be determined by the underlying agency. The court held: "[a] second lowest bid establishes that substantial interest," *id.*, at 525, and explained that because it was uncontested that another bidder, who did not file a protest, was the second low bidder who would be next in line for the award of the contract "Preston Carroll,

as third low bidder, was unable to demonstrate that it was substantially affected; it therefore lacked standing to protest the award of the contract to another bidder." *Id.*

DMR is not "aggrieved." A "conjectural or hypothetical" injury to "the process" will not satisfy the requirements necessary to establish standing. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560–61 (1992). DMR is not suffering, nor will suffer any injury to any personal, property or pecuniary rights stemming from the solicitation and cannot show that any relief granted in an appeal will provide redress for such injury, because even if the Court were to find in favor of DMR on all of its claims, there is no detriment to DMR, and thereupon no relief for DMR. DMR has entirely failed to assert either a personal "right" or "entitlement" to any relief or award of the contract under the RFP.

DMR has failed to demonstrate that there is any likelihood that they would succeed on the merits of their Letters of Protest, and although they make unsubstantiated factual allegations, they have no grounds to support their arguments. They have no standing to pursue their claims because they have no injuries, and cannot show that they will prevail on the merits of these unsubstantiated claims that GOV has violated any statute or regulation in the procurement of this RFP.

### **C. De Novo Review**

Under a deferential review standard, a final decision of an Agency must be accepted unless it is clearly illegal, erroneous, capricious or arbitrary. (*See In the Matter of L.P. Ganacias Enterprises, Inc., dba Radiocom*, Special Proceedings Case No. SP0049-07). However, for procurement appeals, a *de novo* standard of review is utilized by the Public Auditor to review protest decisions issued by an Agency under 5 GCA § 5703. The applicable standard for review does not give the OPA jurisdiction to review any issue that is not properly before it. 5 GCA § 5703 specifically states that the Public Auditor has the power to review only matters "properly submitted to her or him." *Id.*

DMR failed to raise many of its claims on appeal in a protest, and failed to exhaust its administrative remedies with respect to these claims. GOV never issued a decision on these matters for review. This failure deprives the OPA of jurisdiction to hear these claims, and therefore, these claims must be dismissed. *DFS Guam L.P. v. The A.B. Won Pat International Airport Authority, Guam, et. al*, Superior Court Civil Case No. CV0685-13 (Dec. & Order, July 19, 2013); and *Carlson v. Perez*, 2007 Guam 6 ¶ 69; *see also Limtiaco v. Guam Fire Dep't*, 2007 Guam 10 ¶ 27.

### III. CONCLUSION

For the foregoing reasons and the reasons previously stated in its Motion to Dismiss, GOV contends that there is no real controversy of fact or law, and that all of DMR's claims should be dismissed for lack of subject matter jurisdiction, mootness, failure to state a claim, and/or failure to request relief; and GOV asks for the OPA to dismiss all of DMR's claims and render any other legal or equitable relief as it deems appropriate.

Submitted this 29th day of July, 2022.

OFFICE OF THE ATTORNEY GENERAL  
**Leevin Taitano Camacho**, Attorney General

By: \_\_\_\_\_

  
**JESSICA TOFT**

Assistant Attorney General

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

**NOTICE OF AWARD**



AUTHORIZATION (Legislation/Regulations)

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

2. CFDA NO. 15 875 - Economic, Social, and Political Development of the Territories

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. D20AP00048-02 5. TYPE OF AWARD Other

Originating MCA #

4a. FAIN D20AP00048 5a. ACTION TYPE Post Award Amendment

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

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

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

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

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

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

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

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$	0.00
b. Fringe Benefits	\$	0.00
c. Total Personnel Costs	\$	0.00
d. Equipment	\$	0.00
e. Supplies	\$	0.00
f. Travel	\$	0.00
g. Construction	\$	0.00
h. Other	\$	12,039,565.00
i. Contractual	\$	0.00
j. TOTAL DIRECT COSTS	\$	12,039,565.00
k. INDIRECT COSTS	\$	0.00
l. TOTAL APPROVED BUDGET	\$	12,039,565.00
m. Federal Share	\$	12,039,565.00
n. Non-Federal Share	\$	0.00

12. AWARD COMPUTATION

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

14. RECOMMENDED FUTURE SUPPORT  
 (Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a.	\$	d.	\$
b.	\$	e.	\$
c.	\$	f.	\$

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

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

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

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

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

REMARKS (Other Terms and Conditions Attached -  Yes  No)

**GRANTS MANAGEMENT OFFICIAL:**

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

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



NOTICE OF AWARD (Continuation Sheet)

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

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

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