



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

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**In the Appeal of JJ Global Services re: Appeal Case No. OPA-PA-25-003**

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**Abi T. Brennan** <atbrennan@gdoe.net>

Tue, Mar 25, 2025 at 12:01 PM

To: Jerrick Hernandez &lt;jhernandez@guamopa.com&gt;, McDonald Law Office &lt;guam@mcdonald.law&gt;

Cc: Legal Admin &lt;legal-admin@gdoe.net&gt;, "James L.G. Stake" &lt;jlgstake@gdoe.net&gt;

Hafa Adai All,

Relative to the subject above, please see attached ***GDOE's Complete Procurement Record regarding IFB 002-2025 for Ground Maintenance Services for Various GDOE Schools***. Kindly confirm receipt.

Thank you and stay safe.

Respectfully,

**Abi T. Brennan**  
Office of the Superintendent, Legal Division  
Guam Department of Education  
501 Mariner Ave., Barrigada, Guam 96913  
Contact No.: (671) 929.4444

Guam Department of Education 2025

**Complete Procurement Record - OPA-PA-25-003 dtd March 17, 2025 re IFB 002-2025.pdf**  
15316K

## NOTICE OF CONFIDENTIAL MATERIAL WITHHELD

Title 2 of the Guam Administrative Rules and Regulations (“GARR”) Division (“Div.”) 4 Section (“§”) 12104(c) (6) states:

If the Appellant or the Agency considers that the Appeal, the Procurement File, the Agency Report, or any other report or material submitted contains material which shall be withheld pursuant to law or regulation, a statement advising of this fact must be affixed to the front page of the document and the allegedly exempted information must be so identified wherever it appears.

*See* 2 GAR Div. 4 § 12104(c) (6).

Invitation for Bid (“IFB”) 002-2025 for Grounds Maintenance Services for Various Guam Department of Education (“GDOE”) Public Schools and Support Facilities scheduled bid opening for January 8, 2025. *See* Declaration of GDOE Buyer Supervisor II, Anthony Quinata (March 25, 2025). However, on January 6, 2025, JJ Global Services protested the IFB, prior to bid opening. *Id.* Pursuant to Guam law, the IFB is in an automatic stay pending the final resolution of the protest. 5 GCA § 5429(g). Guam procurement regulations state each bid shall be time-stamped, but not opened and shall be stored in a secure place until the time and date set for bid opening; and unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials, such offers shall not be disclosed to unauthorized persons. *See* 2 GAR Div. 4 §§ 3109(l) (1) & 3109(t) (3).

Therefore and based on the above, GDOE respectfully submits that the sealed bids received for the IFB are confidential because the protest preceded bid opening. The sealed and confidential information withheld is identified in the procurement record at item 6 in the table of contents as “Each bid or proposal received.”

1 **GUAM DEPARTMENT OF EDUCATION**

2 James L.G. Stake, Legal Counsel  
3 501 Mariner Avenue  
4 Barrigada, Guam 96913  
5 Telephone: (671) 300-1537  
6 E-mail: legal-admin@gdoe.net  
7 *Attorney for Guam Department of Education*

8 **OFFICE OF THE PUBLIC AUDITOR**  
9 **PROCUREMENT APPEALS**

10 In the Appeal of

10 APPEAL CASE NO. OPA-PA-25-003

11 JJ Global Services

11 **DECLARATION OF ANTHONY QUINATA**  
12 **REGARDING CONFIDENTIAL PORTIONS**  
13 **OF THE PROCUREMENT RECORD**

14 Appellant.

15 I, Anthony Quinata, under the penalty of perjury, declare:

16 1. I am an adult over the age of eighteen (18) years old. I have personal knowledge  
17 of the facts stated herein. I am competent to make this Declaration, and I would testify to the  
18 matters contained herein in a court of law if called to do so.

19 2. I am a Buyer Supervisor II for the Guam Department of Education (“GDOE”).

20 3. I am the procuring officer for Invitation for Bid (“IFB”) 002-2025 for Grounds  
21 Maintenance Services for Various GDOE Public Schools and Support Facilities (Multi-Step  
22 Sealed Bidding).

23 4. IFB 002-2025 was scheduled to have bids opened publicly at 3:30pm on  
24 Wednesday, January 08, 2025.

25 5. On January 6, 2025, GDOE received a protest from JJ Global Services regarding  
26 IFB 002-2025 for Grounds Maintenance Services.

27 6. Pursuant to Guam law and the protest, IFB 002-2025 is now in an automatic stay  
28 pending the final resolution of the protest by JJ Global Services.

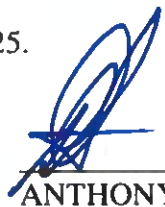
1           7. Pursuant to Title 2 of the Guam Administrative Rules and Regulations (“GARR”)  
2 Division (“Div.”) 4 Section (“Sect.” or “§”) 3109(t)(3), Receipt and Handling of Unpriced  
3 Technical Offers, Unpriced technical offers shall not be opened publicly, but shall be opened in  
4 front of two or more procurement officials. Such offers shall not be disclosed to unauthorized  
5 persons. Further 2 GARR Div. 4 Sect. 3109(l)(1), Receipt, Opening, and Recording of Bids  
6 states in relevant part that, upon its receipt, each bid and modification shall be time-stamped, but  
7 not opened and shall be stored in a secure place until the time and date set for bid opening.

8           8. Based on the relevant regulations, the entirety of the bids received for IFB 002-  
9 2025 Multi-Step Sealed Bid are confidential because JJ Global Services’ protest preceded the  
10 opening of bids and shall not be opened until the automatic stay has been lifted.

11           9. On March 18, 2025, GDOE received Notice of Receipt of Appeal Docket No.  
12 OPA-PA-25-003 and GDOE is required to provide a complete copy of the procurement record for  
13 IFB 002-2025.

14           10. Based on the above, GDOE considers the sealed bids received as confidential and  
15 withheld from public disclosure until bid opening as prescribed by the procurement regulations.

16  
17 I declare under penalty of perjury that the foregoing is true and correct and that I execute  
18 this Declaration on this 20 day of March, 2025.



19  
20  
21 ANTHONY QUINATA  
22 Buyer Supervisor II  
23 Guam Department of Education  
24  
25  
26  
27



**Procurement Record for Guam Department of Education (“GDOE”) Invitation for Bid (“IFB”) 002-2025 – Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities (Multi-Step)**

1. Published notice in newspaper of general circulation ----- GDOE 0001
2. Procurement package re: IFB 002-2025 ----- GDOE 0002 – 0060
3. Log of distribution of procurement package ----- GDOE 0061 – 0064
4. Amendments to IFB 002-2025 ----- GDOE 0065 – 0085
5. Distribution of Amendments to IFB 002-2025 ----- GDOE 0086 – 0128
6. Each Bid or proposal received (“CONFIDENTIAL”) ----- GDOE 0129
7. Communications re: IFB 002-2025 ----- GDOE 0130 - 0175
8. Bid protests, if any, and responses thereto re: IFB 002-2025 ----- GDOE 0176 – 0206



**DEPARTMENT OF ADMINISTRATION**  
**DIPATAMTON ATMENESTRASION**  
**GENERAL SERVICES AGENCY DIVISION**  
*(Atensjon Serbisjon Hinlrat)*  
**Telephone: (671) 475-1705/1712/1713**



**LOUISES A. LEON GUERRERO**  
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**JOSHUA F. TENORIO**  
 Lt. Governor (Siguens Maga'Ingal)

**THIS ADVERTISEMENT WAS PAID WITH GOVERNMENT FUNDS BY:**  
**Department of Public Works**  
 A non-refundable fee of \$10.00 per bid package will be assessed. Certified Check, Cashier's Check, Cash will be accepted. No personal or Company Check. Payment for bid package picked up after 3:00pm will not be accepted.

**INVITATION FOR BID**

**BID NO:** GSA-096-25  
**For:** Small Form Factor Desktops, Monitors, and Accessories  
**Opening Date:** 12/26/2024 **Time:** 2:00pm  
**Location to Submit:** General Services Agency, Tamuning, Guam

The General Services Agency is issuing this Invitation for Bid for Small Form Factor Desktops, Monitors, and Accessories. A pdf copy is available to download at [www.gsa.doa.guam.gov](http://www.gsa.doa.guam.gov), or a hard copy can be obtained at the General Services Agency located at 2nd floor ITC Bldg. Rm. 230, Tamuning, Guam 96931 from 8:00am - 5:00pm, Monday through Friday, beginning Wednesday, 12/18/2024 until Thursday, 12/26/2024. Bidders must register their current contact information with GSA to ensure they receive any notices regarding changes or updates to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

/S/ **ANDRIANA QUITUGUA**  
 Acting Chief Procurement Officer

**APPLY NOW!!**

**8 - ELECTRICIAN WITH 2 YEARS EXPERIENCE \$21.02 PER HOUR\***

Duties: Plan layout, install and prepare wiring, electrical fixtures, apparatus and control equipment for new or modified electrical construction works based on blueprints, sketches, and building plans. Prepares sketches to show location of wiring and equipment. Connect wires to lighting fixtures, circuit breakers, transformers, power equipment and other electrical equipment or systems. Install control and electrical distribution apparatus such as switches, relays, and circuit breaker panels. Test electrical system for continuity of circuits in electrical wiring to equipment or fixtures using testing devices such as ohmmeters, voltmeters, or oscilloscopes to ensure electrical compatibility and safety of system. Diagnose malfunctioning systems, apparatus, or components, using test equipment and hand tools to detect hazards and defects. Repair and correct faulty equipment or electrical systems. Install ground leads and connect power cables to equipment.

*\*Special Wage Rate: Work to be performed on DPRI-funded projects and projects covered by Davis Bacon, Service Contracts Act, and/or Executive Order 14206 will be paid no less than the indicated wage rate but may be paid more where special rates apply and may require paid holidays and/or paid sick leave.*

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*The job offer meets all EEO requirements, and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review matter.*

Apply in person at the American Job Center  
 414 W. Soledad Avenue, Suite 300 GCIC Building Hagatna, Guam  
 Or apply online at [www.hireguam.com](http://www.hireguam.com). Enter Keyword: 2025-023



**K. ERIC SWANSON, Ph.D.**  
 Superintendent of Education



**CARMEN T. CHARFAUROS**  
 Supply Management Administrator

**GUAM DEPARTMENT OF EDUCATION**  
**OFFICE OF SUPPLY MANAGEMENT**  
 501 MARINER AVENUE, SUITE 116  
 BARRIGADA, GUAM 96913-1608  
 TELEPHONE 671-475-0438  
 WEBSITE: [www.gdoe.net](http://www.gdoe.net)

**INVITATION FOR BID**

**GDOE IFB 002-2025**  
**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**

**SUBMISSION DATE: Tuesday, January 7, 2025, at 3:00 p.m. CHST**

**Note:** It is solely the Bidder's responsibility to review the website on a daily basis for the issuance of Amendments/Clarifications for any possible changes to the IFB.

IFB packages are available for download on the GDOE website at [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management).

\*A hard copy may also be picked up at the GDOE Office of Supply Management at **501 Mariner Avenue, Suite 116 Barrigada, Guam 96913-1608.**

\*A non-refundable fee of \$10.00 (cash only) is required upon hard copy pick-up.

Administered by the Guam Department of Education and 100 Percent Locally Funded.

/S/ **CARMEN T. CHARFAUROS**  
 SUPPLY MANAGEMENT ADMINISTRATOR  
 For: **K. ERIC SWANSON, Ph.D.**  
 SUPERINTENDENT OF EDUCATION

**LAW OFFICE OF CYNTHIA V. ECUBE, ESQ.**  
 A Professional Corporation  
 259 Martyr Street, Suite 100  
 Hagatna, Guam 96910  
 Telephone No.: (671) 472-8889  
 Telecopier No.: (671) 472-8890  
 Email Address: [info@ecubelaw.com](mailto:info@ecubelaw.com)

Attorney for Petitioner  
**EMC<sup>3</sup> MECHANICAL, INC.**

**IN THE SUPERIOR COURT OF GUAM**  
**HAGATNA, GUAM**  
 IN THE MATTER OF THE APPLICATION FOR DISSOLUTION OF  
**EMC<sup>3</sup> MECHANICAL, INC.**  
 (A Guam Corporation)  
 CIVIL CASE NO. CV 0545-24

**NOTICE OF HEARING FOR VOLUNTARY PETITION FOR DISSOLUTION**

**NOTICE IS HEREBY GIVEN** that EMC<sup>3</sup> MECHANICAL, INC., a Guam Corporation, has filed a Voluntary Petition for Dissolution of the Corporation, and that on **FEB 06 2025, at 11:00 A.M.**, in the Courtroom of the Superior Court of Guam, Hagatna, Guam, has been set for an online remote hearing of said Petition.

To appear, attend or participate in the hearing, go to <https://guamcourts.org.zoom.us/join>, and enter Meeting ID: **752 425 5888** and Passcode: **JARR**

Publication of the notice of hearing shall be made in a newspaper of general circulation, for not less than thirty (30) days not more than sixty (60) days of notice; that posting of the notice of hearing shall be made in three (3) public places in the Municipality of Tamuning, Guam, where the principal office of the Corporation is located.

Any person objecting to the application for dissolution, must file its objections within fifteen (15) days prior to the date set for the hearing with the Superior Court of Guam. If no objections are filed within fifteen (15) days prior to the hearing, the Court shall hear said application, determine the sufficiency of the statements contained therein, and may grant the dissolution as prayed for in the Petition.

Clerk of Court  
**Janeke Conacho-Perez**  
 By: /s/Yvonne L. Cruz  
 Deputy Clerk of Court

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 The Seller reserves the right to reject any or all bids.

**AIRPORT GUAM NOTICE OF PUBLIC HEARING INTENT TO EXTEND EMERGENCY CONTRACT**



Friday, December 20, 2024 at 9:00 a.m. in GIAA Conference Room (located on the Ground Floor) and by Videoconference and Live Streamed via GIAA website: [www.guamairport.com](http://www.guamairport.com) or <https://www.guamairport.com/corporate/aboutour-airportmanagement/airport-public-hearing>

**AGENDA**

1. Call to Order and Attendance
2. Public Comments
3. Adjournment

GIAA's procurement of Management & Infrastructure Support Services to GIAA's Baggage Conveyance System ("services") has been stayed by a protest and subsequent appeal to the Office of the Public Auditor (OPA Case No. PA-21-010). The Public Auditor dismissed the appeal & the matter was appealed to the Superior Court in CV0085-22. On or about Oct. 26, 2021, GIAA certified & determined the existence of an emergency due to the imminent potential for the interruption of services caused by the protest & pending appeal, the resulting threat to public health, safety & welfare of passengers & users of the airport, & the daily operations of the airport due to such disruption. On or about Nov. 1, 2021, GIAA entered into a contract with Aircraft Services International Group, Inc. dba Menzies Aviation ("Menzies"), procured on an emergency basis in accordance with the Guam Procurement Law & implementing regulations. On Dec. 18, 2023, the OPA issued a decision (OPA Case No. 23-PA-02. GIAA entered into a settlement agreement that resolved all outstanding litigation & has ratified the existing contract to remain in effect until a new procurement is completed. The contract provided for an initial term of 30 days, & has since been extended as allowed by law. GIAA previously convened public hearings on Dec. 22, 2021, Mar. 24, Jun. 23, Sept. 23 & Dec. 21, 2022; Mar. 22, Jun. 23, Sept. 22 & Dec. 20, 2023; Mar. 26, Jun. 25, & Sep. 27, 2024 in order to extend the contract beyond the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh & twelfth ninety (90) day periods. GIAA has again determined the need, & thus intends to extend the contract with Menzies beyond a 90 day period. The contract remains limited in scope & duration to meet the needs of the emergency & to allow GIAA to complete the procurement required by the settlement agreement.

Parking is available in the Public Parking Lot  
 Call the GAA Procurement Office at (671) 842-5147 for special accommodations  
 The fee is paid by GAA.

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**GDOE 0001**



**Grounds Maintenance Services for  
Various GDOE Public Schools and  
Support Facilities**

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**Invitation for Bid**

**Multi-Part**

**No. 002-2025**

**Guam Department of Education**

**Supply Management Office**

**501 MARINER AVENUE, SUITE 116**

**BARRIGADA, GUAM 96913**

**T: +1 (671) 475-0438 / +1 (671) 300-1581**

**F: +1 (671) 472-5001**

**[www.gdoe.net/District/Department/12-](http://www.gdoe.net/District/Department/12-)**

**Office-of-Supply-Management**

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**CARMEN T. CHARFAUROS**

**Supply Management Administrator**

**GDOE 0002**

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**Section 1 - INVITATION FOR BID (IFB) TIMELINE**

**1.1. INVITATION FOR BID (IFB) TIMELINE**

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, December 18, 2024	IFB Issuance	8:00 a.m Chamorro Standard Time (CHST)
Friday, December 20, 2024	Deadline for Request to Hold Pre-Bid Conference	3:00 p.m. Chamorro Standard Time (CHST)
Thursday, December 26, 2024	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (CHST)
Friday, December 27, 2024	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (CHST)
Tuesday, January 07, 2025	Deadline for Submission	3:00 p.m. Chamorro Standard Time (CHST)
Tuesday, January 07, 2025	Public Bid Opening	3:30 p.m. Chamorro Standard Time (CHST)

Invitation for Bid (IFB) packages may be obtained at the GDOE’s Office of Supply Management in Barrigada, Guam between 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding holidays. The IFB may also be downloaded at the GDOE’s website at [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management). Deadline for submission of all bids is 3:00 p.m. Chamorro Standard Time (CHST), Tuesday, January 07, 2025. A non-refundable fee of \$10.00 (cash only) is required upon hard copy pick-up.

## Section 2 - PROJECT DESCRIPTION

### 2.1. PROJECT TITLE

#### **GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**

### 2.2. PURPOSE

The Guam Department of Education (GDOE) is soliciting qualified and licensed Contractors to provide Ground Maintenance Service at thirty-five (35) GDOE public schools and two (2) GDOE operations facilities listed on **ATTACHMENT - A**.

The Contractor shall provide all necessary labor, material, transportation, supervision, equipment, field investigation and other incidental work required for the services stated herein. Other incidental work required includes any and all items and considerations necessary to ensure services are completed appropriately.

Note: This solicitation is a **MULTI-PART BID** and will be evaluated based on the total lumpsum submitted for each **REGION** and will be awarded to the lowest, responsive, and responsible bidder by Region. Bidders are prohibited from bidding on individual schools in any given region. Bidders that do not wish to submit a bid for a Region, shall annotate "No Bid" on the total Block.

### 2.3. PROJECT DESCRIPTION

#### **GROUND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS**

There are approximately four hundred twenty-two (422) acres of grass to cut throughout all schools and support facilities as indicated in **ATTACHMENT A**.

Each school and facility listed in Attachments A and B shall have one (1) cut per school per month from January through June, and each school and facility shall have two (2) cuts per school per month from July through December.

#### **Delays due to Unforeseen Conditions or Conditions Outside of GDOE or Contractor's Control**

It is the Contractor's responsibility to contact the GDOE Administrative Staff at the school site in regards to unforeseen circumstances such as rain, typhoon, or any other event which will prevent work from occurring on the prescheduled date. The Contractor must promptly and reasonably reschedule with the School Administrative Staff when work will commence. The GDOE will not be responsible for the rescheduling of the ground maintenance under any circumstances. Rescheduling from the Contractor must be done in a timely manner when it is safe to begin operations.

#### **Contractor's Manpower and Equipment Resources**

Potential Contractors must provide a list of direct support manpower (personnel) and equipment resources to be dedicated to this contract in order to be considered for award. The list must include current manpower (personnel) and equipment level and any additional manpower and equipment to be added to satisfactorily perform the services they wish to be considered. The list shall include expected time for new hire and new equipment acquisitions. This is crucial for consideration for award.

#### **MOWING and Tree Maintenance**

The contractor shall provide a minimum of two (2) day notice to School Administrative Staff before performing lawn or tree maintenance to allow the school ample time to schedule usage of the school grounds accordingly. Schools and/or support facilities shall be cut in accordance with the schedule determined by the Facilities Maintenance Division.

#### **EDGING**

All sidewalks, curbs, gutters, driveways, parking lots, buildings, shall be neatly edged to remove overhanging grass. Any grass or weeds growing in cracks and joints is to be removed. Where mowing cannot be done adjacent to buildings, signpost, benches, trees, bushes, and other obstructions, the grass shall be neatly clipped by use of trimmers or brush cutters, being careful not to damage cared for obstructions, planters, flowers, tree saplings, and signs.

The Contractor shall ensure that trimmers and brush cutters are operated in a safe manner and all protective guards are in place. Protective shields such as mesh nets shall be used when working around parked cars to protect from flying rocks and to ensure no damages are done to any vehicles or property. The Contractor is responsible for any damages due to trimmer or brush cutting activities at no cost to GDOE. All walkways and parking areas are to be free of grass clipping and debris with each mowing.



## **GRASS CLIPPINGS/BLOWING**

Grass clippings can be left during the dry season for added moisture and nutrients, except when clippings are clumping and excess piles are evident. Mulching using a mulching attachment on the mower can be used only during the dry season. During the wet season (June to November), grass clippings will be removed by raking or mower vacuum to prevent excessive puddling of water. Sidewalks and parking areas must be power blown to remove debris. Contractor must take precaution to prevent blowing clippings into the classrooms. A method that will accomplish this will be to blow against the walls and doors so clippings are blown back away from the doorways.

**All perimeter fence will be free from grass and overgrown vegetation to include but not limited to vines, tree roots, etc. within the campus grounds and five feet outside the perimeter fence not to intrude private property.**

## **Tree Maintenance**

Maintenance of trees and shrubs are necessary to ensure best practice safety precautions are taken to protect students, staff, and visitors along with aid in keeping GDOE sites clear of unnecessary debris. The Contractor agrees to perform routine tree maintenance which entails the removal of low hanging or rotting branches as well as removal of obstructive or overgrown trees. (Example: Flame tree and tongan tongan branch removal.) The Contractor must also address wounds done to the tree through pruning, by either painting or taring cuts to prevent rotting, decay and regrowth. Upon Completion of the work, the Contractor shall remove and properly dispose of all brush and debris from the work zone. If a major removal or cut of a tree must take place, it is the Contractor's responsibility to inform the GDOE Contract Manager of extra cost and labor which may occur.

## **CONTRACTOR'S PERSONNEL MANAGEMENT**

All Contractors are required to have sufficient staff to adequately service the area. All work is to be performed professionally and adequate supervision shall be maintained at all times. The Contractor will ensure that all personnel is outfitted with the necessary Personal Protective Equipment (PPE) following OSHA and Local Regulatory Standards.

The Contractor's employees or subcontractors must report to the School Main Office immediately upon entering campus and sign in as mandated by, 17 GCA Education, CH 7 Physical Plant, 7109 School Property: Unauthorized Entry. It is the Contractors

responsibility to ensure that all GDOE Rules and Regulations and Guam Code Annotated 10 GCA Health and Safety Chapter 25, Institutional Facilities and Department of Public Health and Social Services (DPHSS) requirements are met and followed. In the event new requirements or regulations from DPHSS are implemented, it is the responsibility of the contractor to ensure they are met at no additional cost to GDOE.

All contractors and subcontractor's personnel must be in company uniform and must have a company identification card worn visibly on the front of the uniform. Uniforms must have the company name and logo on the front or back of the uniform. Any personnel that does not have the proper identification and uniform will not be allowed on GDOE premises. GDOE reserves the right to require immediate replacement of any person employed whose continued presence is not in the best interest or is harmful to the safety of GDOE, its students, staff, or visitors, as determined by the GDOE Contract Manager, provided such replacement does not violate any local state, or federal law.

## **CONTRACTOR PERFORMANCE SURVEY (CPS) AND INVOICES**

Contractor Performance Survey (CPS) forms shall be provided to the school or operations facility personnel within two (2) working days after completion of each cut. An authorized school personnel or operations facility personnel shall thoroughly inspect the contractor's performance and notify Contractor within two (2) working days of any unsatisfactory performance. The authorized School Administrator or their designated representative shall rate the Contractor's performance and return the completed form to the Contractor within two days after the cut is completed. A completed CPS Form for each service site must accompany Invoices. Invoices will not be accepted without all the proper signed documents. Invoices will be turned in to the GDOE Contract Manager, 501 Mariner Avenue, Tiyan, Barrigada, Building A. The Contractor will ensure that the contractor's copies are signed, dated, and initialed by the person accepting invoices.

## **DISCREPANCIES, COMPLAINTS, AND PENALTIES**

Upon completion of grass cutting services, vendor will notify the GDOE Contract Manager immediately to inspect, and approve the services performed. The vendor will address any discrepancies immediately in order for the services to be approved and the processing of payment.

**SITE VISITS AND INSPECTIONS**

Potential contractors are encouraged to visit all locations, verify dimensions at each site, become familiar with and take into consideration site conditions which may affect the work.

Each contractor shall acquaint themselves thoroughly as to the character and nature of the work at each location. Additionally, each contractor will take full notice as to the difficulties to be encountered in the performance of the work at hand.

Prospective Offeror are responsible for inspecting each location they are interested in offering a quote to perform the services. Contractors will be presumed to have inspected the locations and to have read and to be thoroughly familiar with the scope of services intent. The failure of any contractor to inspect the locations or examine the objective of the services and documents shall not be relieved from any obligation with respect to the Request for Quotation.

**2.4. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS**

Mark Crisostomo, Contract Manager





Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION

3.1. GENERAL INSTRUCTIONS

Bid submissions that do not comply with the instructions contained in this section and throughout this IFB may, at the discretion of GDOE, be deemed nonresponsive and disqualified from consideration for award.

3.1.1. COMMUNICATION REGARDING THE IFB

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL BIDDER WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO ANTHONY E. QUINATA, BUYER SUPERVISOR II AT [aequinata@gdoe.net](mailto:aequinata@gdoe.net) or BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE IFB 002-2025 IN THE SUBJECT OR REFERENCE LINE.

3.1.2. MULTI-PART BID

This solicitation is a MULTI-PART BID and will be evaluated based on the pricing submitted for each line item and will be awarded to the lowest, most responsive and responsible bidder for each item. GDOE will not evaluate based on the lump sum price.

3.1.3. ACCEPTABLE FORMAT OF BIDS

*Bids submitted in response to this IFB must be made in writing and on the bid form(s) contained in this IFB.* For each bid, bidders should submit one (1) original and two (2) copies for a total of three (3) documents. Bidders should also submit two (2) compact discs (CD) or USB flash drives containing a complete electronic copy of the bid submittal. The bid should be submitted in a sealed envelope and delivered to the address listed in Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS.

The bid envelope should be plainly marked as follows:

<p>The Guam Department of Education          Invitation for Bid No. 002-2025</p> <p>Bidder's Name: _____          Bidder's Address: _____          Submittal Date: ____ / ____ / ____          Submittal Time: ____ : ____ a.m./p.m.</p> <p>Attention: <b>ANTHONY E. QUINATA</b>  <b>BUYER SUPERVISOR II</b></p>
--

3.1.4. TIME AND DATE FOR RECEIPT OF BIDS

Bids must be received by GDOE no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (CHST)  
DATE: **Tuesday, January 07, 2025**

The GDOE Supply Management Office maintains the OFFICIAL TIME in this regard. Bids may be submitted any time before the deadline for receipt of bids.

Bids received past the time indicated above, AS IT IS INDICATED IN THE SUPPLY MANAGEMENT OFFICE, will not be considered for award.

If delivered via hand delivery, United States Postal Service, Federal Express, DHL, or other courier service, bids must be delivered to the following mailing/physical address:

MAILING/PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office  
Re: IFB No. 002-2025  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913-1608

Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, please anticipate delays upon entering the building. A mask will be required.

### 3.1.5. RECEIPT AND OPENING OF BIDS

**Bids sent via fax or email will not be considered.** Bid shall be hand delivered or mailed at the address specified on **Section 3.1.4 - TIME AND DATE FOR RECEIPT OF BIDS**. Bids delivered through mail and received after the submission date and time will not be considered for award.

**Bids shall be opened publicly on the time and date specified below:**

TIME: **3:30 p.m.** Chamorro Standard Time (CHST)

DATE: **Tuesday, January 07, 2025**

### 3.1.6. BID SUBMISSION FORM

All bids must be submitted on the Bid Form included with this IFB. Bidders may type or handwrite in ink their responses in the blank spaces provided on the bid form. Bids submitted in any other format will be deemed nonresponsive and disqualified from participation in this solicitation. **ALL SECTIONS OF THE BID FORM MUST BE FILLED IN TO BE CONSIDERED FOR AWARD.**

### 3.1.7. IRREVOCABLE BID PRICE

Submitted bids must remain valid for at least ninety (90) days after the deadline for submission. Once awarded, prices shall remain firm throughout the term of this bid and all renewals thereafter.

### 3.1.8. ALTERNATE OR MULTIPLE BIDS NOT ACCEPTED

Alternate or multiple bids will not be accepted. Any Bidder submitting alternate, multiple, or otherwise altered bid forms will be deemed nonresponsive and disqualified from this solicitation.

### 3.1.9. LATE BIDS NOT ACCEPTED

Bids received after the time and date specified in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS** will be considered nonresponsive and disqualified from consideration for award.

### 3.1.10. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written notice received from the Bidder prior to the time and date set for bid opening. Negligence from the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

### 3.1.11. TRADE SECRETS AND OTHER PROPRIETARY DATA

Bidder must complete and submit **GDOE Procurement Form 004** with the bid, whether or not the Bidder wishes to designate information within a bid as a Trade Secret or other Proprietary Information.

Blanket designations of confidentiality placed on the front cover of a bid will not be accepted as a valid designation of proprietary information. Every item, page, section or subsection that the Bidder wishes to designate as a trade secret or proprietary data should be listed on GDOE Procurement Form 004 and also **clearly marked and separable** from the remainder of the bid.

***Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.***

### 3.1.12. ACKNOWLEDGEMENT OF AMENDMENTS TO IFB

This IFB may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Bidders must acknowledge in writing the receipt of any amendments to this IFB. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, bidders must sign the Acknowledgment Form and return the signed copy via email or fax to GDOE. Signed Acknowledgment Forms for every amendment must also be included with the bid submission. **Bidders who fail to properly submit Amendment Acknowledgment Forms may be deemed nonresponsive and disqualified from participating in this solicitation.** Other than fax and email, Amendments and Clarifications may be downloaded or accessed through the GDOE website at <https://www.gdoe.net/District/Department/12-Office-of-Supply-Management>. Prospective Bidders are solely responsible for checking the website on a daily basis.

### 3.1.13. PRE-BID CONFERENCE

**GDOE may, at its discretion, conduct a pre-bid conference** in accordance with 2 GAR Div 4 §3109(g)(4). In the event a pre-bid conference is scheduled, GDOE will announce the time and place of the conference to all prospective bidders known to have received an IFB.

Any potential bidder may submit a request for a pre-bid conference in writing to the attention of **ANTHONY E. QUINATA, BUYER SUPERVISOR II** no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (CHST)  
DATE: **Friday, December 20, 2024**

In the event that GDOE determines to hold a pre-bid conference, all potential bidders, that is all bidders who have requested and received an IFB packet from GDOE, will be informed of the date, time, location and requirements of the pre-bid conference. A summary or minutes of a pre-bid conference will be made available to all potential bidders.

At any pre-bid conference or site visit, GDOE may provide verbal answers to verbal questions from potential bidders. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL GDOE RESPONSE.** All questions must be submitted in accordance with **Section 3.1.14 – PRE-BID WRITTEN QUESTIONS.** Only written answers may be relied upon.

### 3.1.14. PRE-BID WRITTEN QUESTIONS

Potential bidders may submit written questions concerning this IFB before the time and date listed below. Questions must be submitted in writing according to the instructions contained in **Section 3.1.1 – COMMUNICATION REGARDING THE IFB.** All questions and responses will be made available in writing to every potential bidder. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this IFB must be received in writing by GDOE no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (CHST)  
DATE: **Thursday, December 26, 2024**

### 3.1.15. EXPLANATION TO BIDDERS

No oral explanation in regards to the meaning of the specification will be made and no oral instructions will be given before the award of the IFB. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of GDOE for interpretation before the deadline for written questions specified in **Section 3.1.14 – PRE-BID WRITTEN QUESTIONS.** Bidders should act promptly and allow sufficient time for a reply to reach them before submission of their bid. Interpretation, if required, shall be made in the form of an amendment to the IFB, which will be forwarded to all prospective Bidders.

### 3.1.16. BOND REQUIREMENTS, PERFORMANCE, AND PAYMENT GUARANTEES

Pursuant to 5 GCA §5212, **A Bid Security is REQUIRED for this IFB.** A bid guarantee or bid bond in the amount of not less than fifteen percent (15%) of the bidder's total bid price must be included with the bid. The bid guarantee may be in the form of a surety bond issued by a surety company authorized to do business in Guam, or in the form of a cashier's check, a certified check or a letter of credit.

If providing a surety bond, bidders are required to **submit the Bid Bond Form - GDOE Procurement Form 001.** Bidders providing security in the form of a bank certified check or a letter of credit should submit the check or letter of credit and a copy of same with the bid submission.

***Failure to comply with the security requirements of this IFB shall result in a bid being deemed nonresponsive.***

Surety bonds must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be a company, authorized by the Government of Guam and qualified to do business on Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business on Guam.

## 3.2. GENERAL INFORMATION

### 3.2.1. EVALUATION FACTORS FOR AWARD

Determination of an award pursuant to this IFB will be made based on the ***lowest, most responsive and responsible bid(s).***

GDOE reserves the right to disqualify bids that are deemed to be nonresponsive, regardless of whether the bid is determined to contain the lowest price. GDOE reserves the right to waive any minor informality or irregularity in the bids received.

In determining the lowest responsive bidder, GDOE will be guided by the following evaluation factors:

- a) Price of overall performance and delivery.
- b) Responsiveness to the requirements of this IFB.

**Tie Bids:** In the event GDOE receives lowest responsive bids from responsible bidders that are identical in price, determination of award will be made pursuant to 2 GAR Div. 4 §3109.

### **3.2.2. DETERMINATION OF RESPONSIBILITY**

Responsibility of a bidder will be determined in accordance with 2 GAR Div. 4 §3116. Bidders should be prepared to promptly provide to GDOE information relating to the bidder's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of a bidder to comply with a request by GDOE for information relating to responsibility may result in a determination that a bidder is not responsible and therefore disqualified from an award.

Pursuant to 5 GCA §5201(g), responsiveness of a bidder will be determined by compliance with the requirements of this IFB.

### **3.2.3. NOTICE OF AWARD**

Notice of Award shall constitute the official award of this IFB. Bidders submitting bids in response to this IFB will be notified in writing if their bid is determined to be the lowest most responsive and responsible bid. For solicitations over \$25,000, all bidders submitting bids will be notified in writing of the successfulness or unsuccessfulness of their response to this IFB. Written notice of award will be public information and made a part of the procurement file.

### **3.2.4. DURATION OF AWARD**

This initial award shall be for one (1) calendar year from the date of the contract upon full execution by all parties. Thereafter, parties may renew for two (2) additional terms of one (1) year. Such renewal shall be upon written agreement by both parties. This contract and any and all renewals and/or extensions are subject to the availability of funds and terms of this IFB and any purchase order or contract agreement.

In the event of contract cancellation due to the unavailability of funds, bidder will be reimbursed for unamortized, reasonably, incurred, non-recurring costs. If contract is cancelled for lack of funds, Government will timely inform contractor, but that neither party's rights under termination clause are affected.

### **3.2.5. OPTION TO RENEW**

GDOE reserves the right to exercise its option to renew as specified in **Section 3.2.4 - DURATION OF AWARD** upon notification and mutual agreement/consent of both parties, and is subject to the availability of funds.

### **3.2.6. SPECIAL PERMITS AND LICENSES**

The Bidder shall, at its own expense, procure all permits, certificates, and licenses and give all notices and necessary reports required by law for this IFB. Failure to maintain required licenses or permits shall be grounds for immediate termination of the contract.

### **3.2.7. CONTRACT TYPE**

A Firm Fixed Price agreement will be consummated between the most responsible bidder and GDOE.

### **3.2.8. FUNDING SOURCE**

This project is 100% locally funded.

### **3.2.9. DELIVERY OF GOODS**

Bidder(s) who are awarded this solicitation guarantees that goods will be delivered or required services performed within the time specified. GDOE will issue a Notice to Proceed (NTP) and/or Purchase Order prior to commencement of the order.

**Destination:** Successful bidder(s) must deliver in accordance to the location specified on the GDOE Purchase Order.



### **3.2.10. METHOD OF PAYMENT**

The successful Bidder shall submit invoice(s) to GDOE for payment upon **delivery of goods or required services** as defined in **Section 3.2.9 – DELIVERY OF GOODS.**

### **3.2.11. INSPECTION AND ACCEPTANCE OF GOODS**

Bidders submitting bids in response to this IFB should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to this IFB. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this IFB.

### **3.2.12. VENDOR PERFORMANCE**

Bidder(s) who are awarded this solicitation may, at the discretion of GDOE, be monitored and assessed based on their performance. Vendor performance will be reviewed before, during, and after the supplies or services have been delivered or performed.

The GDOE Supply Management Administrator or his/her designee may meet periodically with the selected Bidder for the purpose of reviewing progress and providing necessary guidance to the Bidder in solving issues.

### **3.2.13. JUSTIFICATION OF DELAY**

If the Bidder cannot comply with the completion requirement agreed upon, it is the Bidder's responsibility to advise GDOE in writing explaining the cause and reasons of the delay. GDOE may make a reasonable extension of time.

### **3.2.14. LIQUIDATED DAMAGES**

When the Contractor is given notice of delay or nonperformance as specified in 2GAR Div 4 § 6101(8) of the Termination for Default Clause of this IFB and fails to cure in the time specified, the Contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the vendor is terminated for default, or until the vendor provides the supplies or services if the vendor is not terminated for default. To the extent that the vendor's delay or nonperformance is excused under 2GAR Div 4 § 6101(8) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this IFB, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than delay.

### **3.2.15. PHYSICAL LIABILITY**

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of Guam Department of Education in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of work herein covered, and to be responsible for, and to indemnify and save harmless the Guam Department of Education from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Department of Education against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Department of Education when required.

### **3.2.16. TAXES**

All bidders are responsible for any taxes or fees that may be assessed or due for performance of work or delivery of services pursuant to this IFB. Specific information regarding Guam taxes may be obtained from the Guam Department of Revenue and Taxation.

### **3.2.17. AUTHORITY TO ISSUE THIS IFB**

This solicitation is issued subject to the Guam Procurement Act (5GCA Chapter 5) and applicable Guam Procurement Regulations.

### **3.2.18. COSTS OF BID PREPARATION**

All costs associated with preparation of a bid in response to this IFB shall be solely the Bidder's responsibility. GDOE shall not be liable for any costs incurred by a potential Bidder for the preparation of a bid.

**3.2.19. BID SAMPLES AND DESCRIPTIVE LITERATURE**

Pursuant to 2 GAR Div 4 §3109(e)(3), bid samples or descriptive literature should not be submitted to GDOE unless expressly requested within this IFB. Regardless of any condition set by a bidder, unsolicited bid samples or descriptive literature will not be examined, tested, or deemed to vary any of the requirements of this IFB.

**3.2.20. BRAND NAME OR EQUAL**

Pursuant to 2 GAR Div 4 §4103(b)(v), Any brand names used in this IFB are for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to the brand specified will be considered for award.

**3.2.21. CANCELLATION OF CONTRACTS**

Pursuant to 2 GAR Div 4 §3121(e)(1)(G), in the event of a cancellation due to unavailability of funds, GDOE will notify the Contractor on a timely basis, and Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

## Section 4 - TERMS AND CONDITIONS

### 4.1. REFERENCE TO LAW AND REGULATIONS

Bids submitted in response to this IFB must fulfill the requirements identified in this IFB. Each of the forms identified herein must be completed and returned according to the instructions provided. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this IFB shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

### 4.2. LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

Bidders must complete and submit originals of the forms identified throughout this IFB and collectively listed in **Section 5 - FORMS REQUIRED IN RESPONSE TO IFB**.

### 4.3. LAWS TO BE OBSERVED

The Bidder should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment, used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Bidder will, in any way, serve to modify the provision of the contract.

### 4.4. LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY OF LOCAL PROCUREMENT

Bidders providing supplies or services pursuant to this IFB are subject to licensure requirements in accordance with 5 GCA § 5008. Inquiries about obtaining a Guam business license should be directed to the Guam Department of Revenue and Taxation.

Preferential selection of a bidder licensed to do business on Guam and that maintains an office or other facility on Guam for an award pursuant to this IFB may be made in accordance with 5 GCA §5008. ***GDOE Procurement Form 005 must be completed and included with the Bid.***

### 4.5. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Bidders must expressly identify all major shareholders in accordance with 5 GCA § 5233. ***AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included with the Bid.***

### 4.6. BIDDERS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

Bidders must certify that the submitted price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b). ***AG Procurement Form 003 (Jul. 12, 2010) must be completed and included with the Bid.***

### 4.7. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

Bidders must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA §5630.

Bidders must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the bidder's response to this IFB. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e). ***AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with the Bid.***

### 4.8. REPRESENTATION REGARDING ETHICAL STANDARDS

Bidders must affirm that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. ***AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with the Bid.***

### 4.9. REPRESENTATION REGARDING CONTINGENT FEES

Bidders must affirm that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, in accordance with 5 GCA § 5631. ***AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with the Bid.***

#### 4.10. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this IFB is prohibited from employing sex offenders to provide the goods or services procured through this IFB, in accordance with 5 GCA § 5253, which states:

##### **§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.**

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- ...
- (d) any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

**GDOE Procurement Form 002 must be completed and included with the Bid.**

#### 4.11. WAGE AND BENEFIT DETERMINATION FOR SERVICES

Bidders must pay employees providing services procured through this IFB in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the following website: [www.beta.sam.gov](http://www.beta.sam.gov).

Bidders submitting bids in response to this IFB must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee in accordance to 5 GCA §5802. **AG Procurement Form 006 (Feb. 16, 2010) must be completed and included with the Bid.**

#### 4.12. EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Bidder not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Bidder will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

#### 4.13. MANDATORY DISPUTES CLAUSE

In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer 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 procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any



event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

**4.14. DISABLED VETS: POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESS**

Pursuant to 5 GCA §5012, a bidder may qualify as a service-disabled veteran owned business if the following conditions apply: (a) the business is licensed to do business on Guam; maintains its headquarters on Guam; and is at least fifty-one percent owned by a service-disabled veteran who served in active U.S. military service, was discharged or released under honorable conditions, and whose disability is certified as service connected by a DD214 form and disability award letter from the U.S. Department of Veterans Affairs; and (b) the service-disabled owner of the business has filed individual tax returns on Guam for a period of at least three consecutive years prior to bidding on this IFB.

Notice of Service-Disabled Veteran Owned Business must be submitted with the bid by checking the appropriate box on the bid form and including a DD214 form and disability award letter with the bid form. The GDOE Supply Management Administrator will issue written notice to all bidders if any bidder is determined to be a qualified service-disabled veteran owned business pursuant to 5 GCA §5012. If a bidder is determined to be qualified under §5012, the requirements of 5 GCA §5011 shall apply to an award pursuant to this IFB.

**4.15. RIGHT OF GDOE TO CANCEL OR REJECT BIDS**

GDOE reserves the right to cancel this IFB at any time when it is in the best interests of the Department, in accordance with 5 GCA §5225 and 2 GAR Div. 4 §3115(c).

GDOE reserves the right to reject any bid in whole or in part when it is in the best interests of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

GDOE may resolicit for bids when it is deemed to be in the best interest of GDOE.

**4.16. BYRD ANTI-LOBBYING AMENDMENT**

In accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Contractor shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract grant or any other award covered by 31 U.S.C. 1352. See 2 CFR Part 200, Appendix II, Para. 1. Contractor agrees to abide by and comply with the Byrd Anti-Lobbying Amendment to the extent applicable by Federal law.

**Section 5 - FORMS REQUIRED IN RESPONSE TO IFB**

Bids must contain signed and, where required, notarized originals of the forms listed below.

	<u>Form Name</u>	<u>Form Title</u>
1.	GDOE Procurement Form 001	BID BOND FORM
2.	GDOE Procurement Form 002	SPECIAL PROVISIONS – RESTRICTION AGAINST SEX OFFENDERS
3.	GDOE Procurement Form 004	INVITATION FOR BID – DESIGNATION OF PROPRIETARY INFORMATION
4.	GDOE Procurement Form 005	LOCAL PROCUREMENT PREFERENCE APPLICATION
5.	AG Procurement Form 002 (Rev. Nov. 17, 2021) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS, AND CONFLICTS OF INTEREST
6.	AG Procurement Form 003 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re NON-COLLUSION
7.	AG Procurement Form 004 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re NO GRATUITIES or KICKBACKS
8.	AG Procurement Form 005 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re ETHICAL STANDARDS
9.	AG Procurement Form 006 (Feb. 16, 2010) <i>** Located under Section 6 Attachments**</i>	DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
10.	AG Procurement Form 007 (Jul. 15, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re CONTINGENT FEES
11.	BYRD ANTI-LOBBYING AMENDMENT	CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000.00

GOVERNMENT OF GUAM  
GUAM DEPARTMENT OF EDUCATION  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
TEL: 671-475-0438|



BID BOND

No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_, as Principal hereinafter called the Principal, and Bonding Company, \_\_\_\_\_ a corporation duly organized the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held firmly bound unto the Territory of Guam for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for Payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for **IFB No. 002-2025: Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation of Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(SURETY) (SEAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(ATTORNEY-IN -FACT)

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING A SURETY BOND FOR SECURITY.**

**GDOE Procurement Form 001**

**SPECIAL PROVISIONS**



**RE: GDOE IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**

**Restriction against Sex Offenders Employed by Service Providers to  
Government of Guam from working on Government Property**

\_\_\_\_\_ (COMPANY NAME, hereafter the "Bidder") hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall comply with the provisions of 5 GCA §5253, specifically that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services pursuant to the IFB while on government of Guam property, with the exception of public highways. If any employee is providing services on government property and is convicted subsequent to an award of a contract, then the bidder warrants that it will notify the Guam Department of Education ("GDOE") of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the bidder is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE/DATE

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 002**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438



**INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM**

**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**

**INVITATION FOR BID (IFB): 002-2025**

**Pursuant to 2 GAR §3109(l)(2),**

Bids and modifications shall be opened publicly in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids.

The opened bids shall be available for public inspection ***except to the extent the bidder designates trade secrets or other proprietary data to be confidential*** as set forth in 2 GAR §3109(l)(3).

***Material so designated shall accompany the bid and shall be readily separable from the bid*** in order to facilitate public inspection of the non-confidential portion of the bid.

***Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.***

Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3109(l)(3).

Bidders wishing to designate information as proprietary must clearly mark such sections within the bid and identify the corresponding sections and page numbers below and return this form with the bid.

I, \_\_\_\_\_, an authorized representative of \_\_\_\_\_, hereby request that the sections and page numbers listed below of the bid submitted in response to **GDOE IFB No. 002-2025** be considered a trade secret or proprietary data and therefore exempt from public disclosure:

---

---

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.**  
**GDOE Procurement Form 004**



**LOCAL PROCUREMENT PREFERENCE APPLICATION**

Based on the law stipulated below, please place a check or mark an "x" on the (1-4) block indicating the section that applies to your business:

SGCA, Chapter 5, Section 5008 titled "Policy in Favor of Local Procurement" of the Guam Procurement Law and the Department of Education Procurement Regulations Section 1.7 States that all procurement of supplies and services shall be made from among business licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nation's previously comprising the Trust Territory of the Pacific Islands.

Procurement of supplies and services from off-Guam may be made if no local agent for such supplies or services may be found on Guam or if the total cost F.O.B. job-site, unloaded, of procurement from off-island is not greater than eighty-five percent (85%) of the total cost F.O.B. job-site, unloaded, of the same supplies or services when procured from a local source. Justification for off-island procurement must be submitted in writing to the Superintendent of Education or his designee.

1. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. 002-2025. By filing in this information and placing my signature below, I understand that Guam Department of Education will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied for GDOE IFB No. 002-2025.

2. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for GDOE IFB No. 002-2025.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Tel #: \_\_\_\_\_

Address: \_\_\_\_\_

Fax #: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.**

**GDOE Procurement Form 005**

**Section 6 - BID FORMS AND ATTACHMENTS**

Please see the following pages for the bid form(s) and other attachments referenced in this IFB.

***(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)***



**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND  
CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

**Preface.** As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam’s Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract.** This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals.**

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by \_\_\_\_\_, with principal place of business street address being: \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



[ ] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

**Name of >10% Owner Business or Artificial Person:**

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

**Name of other >10% Owner Business or Artificial Person:**

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name \_\_\_\_\_

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

///

///

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
  
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: \_\_\_\_\_  
(date)

\_\_\_\_\_  
Signature of one of the following:  
Bidder/Offeror/Prospective Contractor, if a licensed individual  
Owner of sole proprietorship Bidder/Offeror/Prospective  
Contractor  
Partner, if the Bidder/Offeror/Prospective Contractor is a  
partnership  
Officer, if the Bidder/Offeror/Prospective Contractor is a  
corporation

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_







**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby **certify under penalty of perjury**:

(1) That I am \_\_\_\_\_ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach!*]

\_\_\_\_\_  
Signature

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5693 Revision No.: 22 Date Of Last Revision: 07/22/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.97
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85



01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.97
01420 - Survey Worker	16.99***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.65***
01532 - Travel Clerk II	15.32***
01533 - Travel Clerk III	16.60***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.40
05010 - Automotive Electrician	16.34***
05040 - Automotive Glass Installer	15.28***
05070 - Automotive Worker	15.28***
05110 - Mobile Equipment Servicer	13.11***
05130 - Motor Equipment Metal Mechanic	17.40
05160 - Motor Equipment Metal Worker	15.28***
05190 - Motor Vehicle Mechanic	17.40
05220 - Motor Vehicle Mechanic Helper	12.00***
05250 - Motor Vehicle Upholstery Worker	14.22***
05280 - Motor Vehicle Wrecker	15.28***
05310 - Painter, Automotive	16.34***
05340 - Radiator Repair Specialist	15.28***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.40
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.21***
07041 - Cook I	15.29***
07042 - Cook II	17.82
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.18***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.12***
11060 - Elevator Operator	10.38***
11090 - Gardener	15.28***
11122 - Housekeeping Aide	10.38***
11150 - Janitor	10.38***
11210 - Laborer, Grounds Maintenance	11.55***
11240 - Maid or Houseman	10.24***
11260 - Pruner	10.34***
11270 - Tractor Operator	13.99***
11330 - Trail Maintenance Worker	11.55***
11360 - Window Cleaner	11.60***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62

12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73***
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)

(see 1)

14103 - Computer Systems Analyst III	15.71***
14150 - Peripheral Equipment Operator	21.33
14160 - Personal Computer Support Technician	21.24
14170 - System Support Specialist	
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.38***
16030 - Counter Attendant	11.38***
16040 - Dry Cleaner	12.98***
16070 - Finisher, Flatwork, Machine	11.38***
16090 - Presser, Hand	11.38***
16110 - Presser, Machine, Drycleaning	11.38***
16130 - Presser, Machine, Shirts	11.38***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.38***
16190 - Sewing Machine Operator	13.53***
16220 - Tailor	14.07***
16250 - Washer, Machine	11.91***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.36***
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	13.83***
21071 - Order Filler	10.62***
21080 - Production Line Worker (Food Processing)	15.36***
21110 - Shipping Packer	17.12***
21130 - Shipping/Receiving Clerk	17.12***
21140 - Store Worker I	16.59***
21150 - Stock Clerk	23.33
21210 - Tools And Parts Attendant	15.36***
21410 - Warehouse Specialist	15.36***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58***
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81***
23125 - Cable Splicer	24.19

23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	13.77***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.22***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	16.09***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89

27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.21***
27007 - Baggage Inspector	10.02***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.21***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.02***
27102 - Guard II	11.21***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.93***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21



30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.96
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	17.57
31364 - Truckdriver, Tractor-Trailer	17.57
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	10.26***
99050 - Desk Clerk	10.01***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:



HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."





## Acknowledgment of Compliance with Byrd Anti-Lobbying Amendment

In accordance with Appendix II to Title 2 of the Code of Federal Regulations, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000** *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<b>GDOE Procurement Reference: IFB 02-2025</b>	
<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name and Title</b>	

**GDOE**  
**IFB 002-2025**

**Grounds Maintenance  
Services for Various (GDOE)  
Public Schools and Support  
Facilities**

**Attachment A**



**Attachment A (School and Facility Listing)**

<b>REGION 1</b>			
<b>ITEM NO.</b>	<b>SCHOOL</b>	<b>Location</b>	<b>Acreage</b>
1	Astumbo Elementary (AES)	Dededo	10
2	J.M. Guerrero Elementary (JMGES)	Dededo	10
3	Marla A. Ulloa Elementary (MAUES)	Dededo	8
4	Vicente S.A. Benavente Middle (VSABMS)	Dededo	19
5	Wattengel Elementary (WES)	Dededo	13
<b>TOTAL (REGION 1 DISTRICT SCHOOLS)</b>			<b>60</b>
<b>REGION 2</b>			
<b>ITEM NO.</b>	<b>SCHOOL</b>	<b>Location</b>	<b>Acreage</b>
6	D. I. Perez Elementary (DLPES)	Yigo	14
7	F. B. Leon Guerrero Middle (FBLGMS)	Yigo	10
8	Finegayan Elementary (FINES)	Dededo	7
9	Machananao Elementary (MES)	Yigo	10
10	Simon Sanchez High (SSHS)	Yigo	15
11	Upi Elementary (UPIES)	Yigo	14
<b>TOTAL (REGION 2 DISTRICT SCHOOLS)</b>			<b>70</b>
<b>REGION 3</b>			
<b>ITEM NO.</b>	<b>SCHOOL</b>	<b>Location</b>	<b>Acreage</b>
12	Agana Heights Elementary (AHES)	Agana Heights	7
13	Chief Brodie Memorial Elementary (CBES)	Tamuning	7
14	C.L. Taitano Elementary (CLTES)	Sinajana	6
15	Jose L.G. Rios Middle (JRMMS)	Piti	9
16	L.B.J. Elementary (LBJES)	Tamuning	12
17	Tamuning Elementary (TAMES)	Tamuning	6
<b>TOTAL (REGION 3 DISTRICT SCHOOLS)</b>			<b>47</b>
<b>REGION 4</b>			
<b>ITEM NO.</b>	<b>SCHOOL</b>	<b>Location</b>	<b>Acreage</b>
18	Agueda I. Johnston Middle (AIJMS)	Ordot	17
19	George Washington High (GWHS)	Mangilao	46
20	Ordot-Chalan Pago Elementary (OCPE)	Ordot	15
21	Captain H. B. Price Elementary (HBPES)	Mangilao	13
<b>TOTAL (REGION 4 DISTRICT SCHOOLS)</b>			<b>91</b>
<b>REGION 5</b>			
<b>ITEM NO.</b>	<b>SCHOOL</b>	<b>Location</b>	<b>Acreage</b>
22	B.P. Carbullido Elementary (BPCES)	Barrigada	4
23	J.Q. San Miguel Elementary (JQSMES)	Toto	11
24	Luis P. Untalan Middle (LPUMS)	Barrigada	7
25	Pedro C. Lujan Elementary (PCLES)	Barrigada	10
<b>TOTAL (REGION 5 DISTRICT SCHOOLS)</b>			<b>32</b>

REGION 6			
ITEM NO.	SCHOOL	Location	Acreage
26	Inarajan Elementary (IES)	Inarajan	8
27	Inarajan Middle (IMS)	Inarajan	9
28	Merizo Martyrs Memorial Elementary (MMMES)	Merizo	9
29	M.U. Lujan Elementary (MULES)	Yona	9
30	Talofolo Elementary (TALES)	Talofolo	13
TOTAL (REGION 6 DISTRICT SCHOOLS)			48
REGION 7			
ITEM NO.	SCHOOL	Location	Acreage
31	Harry S. Truman Elementary (HSTES)	Agat	14
32	J.P. Torres Success Academy	Tiyan	7
33	Marcial A. Sablan Elementary (MASES)	Agat	6
34	Oceanview Middle (OMS)	Agat	19
35	Southern High (SHS)	Santa Rita	27
TOTAL (REGION 7 DISTRICT SCHOOLS)			73
GDOE SUPPORT FACILITIES			
ITEM NO.	FACILITY	Location	Acreage
36	Food & Nutrition TEFAP Distribution Warehouse		0.5
37	Facilities & Maintenance Warehouse		0.5
TOTAL (GDOE SUPPORT FACILITIES)			1
TOTAL (All Region)			422

**GDOE**  
**IFB 002-2025**

**Grounds Maintenance  
Services for Various (GDOE)  
Public Schools and Support  
Facilities**

**Attachment B**  
**Bid Forms**

## Attachment B BID FORMS

IFB 002-2025

### GROUNDS MAINTENANCE SERVICE FOR VARIOUS GDOE PUBLIC SCHOOLS AND SUPPORT FACILITIES

**Note:** This solicitation is a MULTI-PART BID and will be evaluated based on the total lumpsum pricing submitted for EACH REGION and will be awarded to the lowest, most responsive, and responsible bidder. Bidders are prohibited from bidding on individual schools in any given region.

Bidders may offer a bid for multiple Regions in the Bid Form if desired. Bidders will annotate "No Bid" on the Region not submitting a Bid.

#### REGION 1

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
1	Astumbo Elementary (AES)		
2	J.M. Guerrero Elementary (JMGES)		
3	Maria A. Ulloa Elementary (MAUES)		
4	Vicente S.A. Benavente Middle (VSABMS)		
5	Wettengel Elementary (WES)		
	<b>TOTAL (REGION 1 DISTRICT SCHOOLS)</b>		

#### REGION 2

ITEM NO.	SCHOOL		
6	D. L. Perez Elementary (DLPES)		
7	F. B. Leon Guerrero Middle (FBLGMS)		
8	Finegayan Elementary (FINES)		
9	Machananao Elementary (MES)		
10	Simon Sanchez High (SSHS)		
11	Upl Elementary (UPIES)		
	<b>TOTAL (REGION 2 DISTRICT SCHOOLS)</b>		

#### REGION 3

ITEM NO.	SCHOOL		
12	Agana Heights Elementary (AHES)		
13	Chief Brodle Memorial Elementary (CBES)		
14	C.L. Taltano Elementary (CLTES)		
15	Jose L.G. Rios Middle (JRMS)		
16	L.B.J. Elementary (LBJES)		
17	Tamuning Elementary (TAMES)		
	<b>TOTAL (REGION 3 DISTRICT SCHOOLS)</b>		

REGION 4			
ITEM NO.	SCHOOL		
18	B.P. Carbullido Elementary (BPCEs)		
19	J.Q. San Miguel Elementary (JQSMES)		
20	Luis P. Untalan Middle (LPUMS)		
21	Pedro C. Lujan Elementary (PCLES)		
	<b>TOTAL (REGION 4 DISTRICT SCHOOLS)</b>		
REGION 5			
ITEM NO.	SCHOOL		
22	Harry S. Truman Elementary (HSTES)		
23	J.P. Torres Success Academy		
24	Marcial A. Sablan Elementary (MASES)		
25	Oceanview Middle (OMS)		
26	Southern High (SHS)		
	<b>TOTAL (REGION 5 DISTRICT SCHOOLS)</b>		
REGION 6			
ITEM NO.	SCHOOL		
27	Inarajan Elementary (IES)		
28	Inarajan Middle (IMS)		
29	Merizo Martyrs Memorial Elementary (MMMES)		
30	M.U. Lujan Elementary (MULES)		
31	Talofofo Elementary (TALES)		
	<b>TOTAL (REGION 6 DISTRICT SCHOOLS)</b>		
REGION 7			
ITEM NO.	SCHOOL		
32	Harry S. Truman Elementary (HSTES)		
33	J.P. Torres Success Academy		
34	Marcial A. Sablan Elementary (MASES)		
35	Oceanview Middle (OMS)		
36	Southern High (SHS)		
	<b>TOTAL (REGION 7 DISTRICT SCHOOLS)</b>		
GDOE SUPPORT FACILITIES			
ITEM NO.	FACILITY		
37	Food & Nutrition TEFAP Distribution Warehouse		
38	Facilities & Maintenance Warehouse		
	<b>TOTAL (GDOE SUPPORT FACILITIES)</b>		

**GDOE**  
**IFB 002-2025**

**Grounds Maintenance  
Services for Various (GDOE)  
Public Schools and Support  
Facilities**

**Sample  
PO Terms and Conditions**



**GUAM DEPARTMENT OF EDUCATION ("GDOE")  
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

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**THIS PURCHASE ORDER ("PO") IS SUBJECT TO THE FOLLOWING  
TERMS AND CONDITIONS**

**Solicitation:** INVITATION FOR BID ("IFB") 002-2025

**Vendor:** \_\_\_\_\_

**Service:** GROUND MAINTENANCE SERVICES FOR VARIOUS GDOE PUBLIC  
SCHOOLS AND SUPPORT FACILITIES (MULTI-PART)

1. **Scope of Work.** The winning Vendor shall provide services for the GDOE, as described in the solicitation, including all attachments and amendments thereto. Specified dates for performance of tasks may be amended in writing between GDOE and Vendor's authorized representative. Vendor shall provide status reports on the services performed as required under this solicitation or more frequently as requested by GDOE. Vendor recognizes that failure to perform any services required under this PO per the terms and conditions herein constitutes a material breach of this PO.
  
2. **Term of Purchase Order.** This Purchase Order shall be effective upon its full execution by all necessary parties until \_\_\_\_\_. It may thereafter be renewed for up to \_\_\_\_\_ additional terms of one (1) year upon written agreement between authorized representatives for GDOE and Vendor. Such renewal shall be subject to the certification and availability of funds available for these services. This PO will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. GDOE shall provide timely notice if funds are not available for continuation of the PO beyond the fiscal year. In the event of cancellation due to unavailability of funds, Vendor will be reimbursed unamortized, reasonably incurred, non-recurring costs.
  
3. **Compensation.** Vendor shall receive compensation in the amount that shall not exceed \_\_\_\_\_.  
\_\_\_\_\_
  - (i) **Expenses.** Vendor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.
  
  - (ii) **No Compensation Prior to Award.** GDOE shall not be liable to Vendor for any services performed by Vendor prior to this executed PO, and Vendor expressly waives any and all claims for services performed in expectation of this Solicitation prior to its full execution.

**GUAM DEPARTMENT OF EDUCATION (“GDOE”)  
PURCHASE ORDER (“PO”) TERMS AND CONDITIONS**

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- (iii) **Final Payment.** Final payment shall be made upon satisfactory performance of all services required to be performed by Vendor under this PO. An invoice for the final payment shall be provided to GDOE within thirty (30) days of the conclusion of all services being provided. Prior to the final payment due Vendor, and as a condition precedent thereto, Vendor shall execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Vendor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*

- (iv.) **Payment.** All rates and prices and payments to the Vendor shall be in the currency of the United States.

**4. Early Termination.** GDOE reserves the right to cancel or terminate this PO prior to its completion for reasons including, but not limited to, the following:

- (i) **Termination without Cause.** GDOE may terminate this PO, without cause, upon the delivery of written notice to the Vendor at least thirty (30) days prior to the intended date of termination.
- (ii) **Termination in the Best Interest of the Government of Guam.** GDOE may terminate this PO based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Vendor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Vendor’s successful completion of services under this PO to the satisfaction of GDOE.
- (iii) **Termination for Cause/Default.** If the Vendor refuses or fails to perform any of the provisions of this PO with such diligence as will ensure its completion within the time specified in this PO, or any extension thereof, otherwise fails to timely satisfy the provisions, or commits any other substantial breach, the Procurement Officer may notify the Vendor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Vendor's right to proceed or such part of the solicitation as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Vendor shall continue performance of the PO to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

**GUAM DEPARTMENT OF EDUCATION (“GDOE”)  
PURCHASE ORDER (“PO”) TERMS AND CONDITIONS**

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- (iv) **Termination for Convenience.** The GDOE procurement officer may, when the interests of GDOE so require, terminate this PO in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Vendor specifying the part of the solicitation terminated and when termination becomes effective. The Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Vendor will stop work to the extent specified. The Vendor shall also terminate outstanding orders and any subcontracts as they relate to the terminated work. The Vendor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Vendor to assign the Vendor’s right, title, and interest under terminated orders or subcontracts to GDOE. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.
5. **Termination/Modification for Lack of Funds.** GDOE may terminate or modify this PO based upon a lack of funding. In such an event, GDOE shall promptly provide notice to Vendor and within twenty (20) days of the notice. Parties may renegotiate the terms of this solicitation in good faith.
6. **Conflicts of Interests/Ethics.**
- (i) The Vendor warrants and covenants that it has not violated and will not violate Guam’s procurement law or regulations pertaining to ethics.
- (ii) It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Vendor is a material breach of this PO and shall entitle GDOE to immediately terminate this PO. Vendor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other PO with the Vendor without liability.
- (iii) Notwithstanding the provisions contained in this PO with regard to the assignment or subcontracting of any work under this PO, Vendor agrees that with respect to any subcontractor it engages to perform any work contemplated by this PO that any POs it enters into with such subcontractor(s) will include provisions which parallel this conflict of interest section and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.
7. **Severability.** If any provision of this PO shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the PO.
8. **Scope of PO.** This PO and its attachments, the solicitation, and Bid, Proposal, and/or Quote collectively: (i) supersede any and all other POs, either oral or in writing, between the Parties

**GUAM DEPARTMENT OF EDUCATION (“GDOE”)  
PURCHASE ORDER (“PO”) TERMS AND CONDITIONS**

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hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and POs between the Parties with respect to such subject matter in any manner whatsoever. The Vendor and GDOE each acknowledge that no representations, inducements, promises or PO, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other PO, statement, or promise not contained in the PO shall be valid or binding.

**9. Compliance with Laws.**

- (i) **In General.** The Vendor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this PO. The Vendor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.
  
- (ii) **Non-Discrimination in Employment.** The Vendor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Vendor shall comply with all conditions and requirements of Guam Law, including but not limited to Title 22 Chapter 5 Guam Employment Relations Act of the Guam Code Annotated (GCA).
  
- (iii) **Family and Educational Rights and Privacy Act.** Vendor acknowledges that certain information about GDOE students may be considered Education Records and that this information must be confidential by reason of the Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and related regulations (collectively referred to as “FERPA”). Both parties agree to protect these records in accordance with FERPA and any relevant GDOE policy or standard operating procedure. Vendor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by the PO, (b) required by law, or (c) otherwise authorized by GDOE in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Vendor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of the PO. Vendor agrees to provide GDOE with a written summary of the procedures Vendor uses to safeguard the FERPA Records. Vendor will have procedures and solutions implemented to prevent unauthorized access, and the



**GUAM DEPARTMENT OF EDUCATION (“GDOE”)  
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procedures will be documented and available for GDOE to review on request. Those employees allowed to send data and receive data to and from the Vendor must be identified and sign a non-disclosure PO. Accidental exposures of data covered by the PO to unauthorized persons will result in the Vendor notifying GDOE within four (4) hours of discovery; failure to do will be considered a material breach. Notification to those whose data have been exposed will occur, at Vendor’s sole expense, by GDOE. Within thirty (30) days after the termination or expiration of the term of the PO for any reason, Vendor shall either: (a) return or destroy, as applicable, all sensitive data, including any data protected under FERPA, provided to the Vendor by GDOE, including all sensitive data, including any data protected under FERPA, provided to Vendor’s employees, subcontractors, agents, or other affiliated persons or entities; or (b) in the event that returning or destroying the sensitive data, including any data protected under FERPA, is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Vendor must continue to protect all sensitive data, including any data protected under FERPA, that it retains and agree to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible as Vendor maintains such sensitive data, including any data protected under FERPA. Vendor’s computer(s) must be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems, which may be periodically tested by GDOE personnel.

- 10. GDOE not Liable.** GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Vendor and/or the Vendor’s officers, directors, agents, servants, sub assignees or subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this PO except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this PO or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Vendor’s officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this PO.
  
- 11. Delays, Extensions and Suspensions.** GDOE unilaterally may order the Vendor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Vendor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Vendor’s services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Vendor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another Vendor in the performance of a PO with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

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**12. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.** GDOE shall give the Vendor notice of any proposed change in the PO and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Vendor. In the event GDOE materially alters the obligations of the Vendor, or the benefits to GDOE, then the PO shall be amended consistent therewith. Should these amendments materially alter the obligations of the Vendor, then the Vendor or GDOE shall be entitled to an adjustment in the rates and charges established under the PO. Vendor shall be entitled to terminate this PO rather than accept modified terms. Nothing contained in the PO shall require any party to perform any act or function contrary to law. GDOE and the Vendor agree to enter into good faith negotiations regarding modifications to the PO, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the PO, GDOE and the Vendor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Vendor directly and demonstrably due to any modification in the PO under this clause.

**13. Vendor and its Employees.**

- (i) **Status of Vendor.** The Vendor and its officers, agents, servants, subcontractors and employees are independent Vendors performing professional services for GDOE, and are not employees of GDOE. The Vendor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this PO. Vendor agrees that Vendor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this PO, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this PO or any action taken under this PO shall be deemed or construed in any manner or for any purpose to evidence or establish as between Vendor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this PO authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Vendor.
- (ii) **Liability.** The Vendor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Vendor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or



**GUAM DEPARTMENT OF EDUCATION (“GDOE”)  
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assessments incurred as a result of the services performed by the Vendor and Vendor’s employees or agents under this PO or the compensation paid to Vendor for services performed under this PO. Furthermore, Vendor shall maintain at the Vendor’s expense all necessary insurance for its employees including but not limited to Worker’s Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying solicitation to this PO. Vendor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney’s fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Vendor or Vendor’s employees, officers, Vendors, directors, agents, representatives, successors, or assigns, or (ii) Vendor’s failure to comply with terms of this PO.

- (iii) **Wage and Benefits Compliance.** Vendor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Vendor shall also comply fully with the requirements of Title 5 of the Guam Code Annotated Section 5801 and 5802. Vendor assumes all liability for, and hereby indemnifies GDOE from any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

**14. Disclosure.** The Vendor hereby represents that it has disclosed to GDOE all matters regarding Vendor which if not disclosed to GDOE would materially affect GDOE’s decision to enter into this PO with Vendor.

**15. Disposition of Property and Materials; Intellectual Property Rights.** All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise (“Work Product”) which are produced by reason of this Solicitation shall be and remain the property of GDOE, regardless of whether Vendor is in possession of such Work Product, and may be used by GDOE without permission from Vendor and without any additional costs to GDOE. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Solicitation shall be the sole and exclusive property of GDOE. Vendor explicitly acknowledges that GDOE possesses exclusive rights to the Work Product arising out of this Solicitation. Vendor shall not use or permit others to use in any way or form the Work Product without the express written consent of GDOE.

**16. Mandatory Representations by Vendor:**

- (i) **Persons Convicted of Sex Offense.** Vendor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2

**GUAM DEPARTMENT OF EDUCATION ("GDOE")  
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of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Vendor while on government of Guam property, with the exception of public highways. If any employee of Vendor is providing services on government property and is convicted subsequent to an award of a solicitation, then Vendor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Vendor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Vendor to take corrective action. Vendor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Vendor shall notify GDOE when action has been taken. If Vendor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this PO.

- (ii) Gratuities and Kickbacks. Vendor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.
- (iii) Contingent Fees. Vendor warrants it has not retained a person to solicit or secure this purchase order or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.
- (iv) Ethical Standards. Vendor warrants it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

**17. Disputes.** GDOE and the Vendor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting purchase order through mutual agreement. If the controversy is not resolved by mutual agreement, then the Vendor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government 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 Vendor may proceed as though the government had issued a decision adverse to the Vendor. GDOE shall immediately furnish a copy of the decision to the Vendor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt. DOE's decision shall be final and conclusive, unless fraudulent or unless the Vendor appeals the decision. This subsection applies to appeals of GDOE's decision on a dispute. For money owed by or to GDOE under this PO, the Vendor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by GDOE or from the date when a decision should have been rendered. For all other claims by or against GDOE arising under this solicitation, the Office of the Public auditor has jurisdiction over the appeal from the decision of GDOE. Appeals to the Office of the Public Auditor must be made

**GUAM DEPARTMENT OF EDUCATION (“GDOE”)  
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within sixty days of GDOE’s decision or from the date the decision should have been made. The Vendor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws. The Vendor shall comply with GDOE’s decision and proceed diligently with performance of the PO pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the PO, except where the Vendor claims a material breach by GDOE. However, if GDOE determines in writing that continuation of services under the PO is essential to the public’s health or safety, then the Vendor shall proceed diligently with performance of the PO notwithstanding any claim of material breach by GDOE.

**18. Federal Provisions.**

- (i) Debarment and Suspension (Executive Orders 12549 and 12689). An award must not be made to parties listed on the government exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.”
- (ii) Procurement of Recovered Materials. GDOE shall comply with Sect. 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Parties agree to abide by and comply, to the extent applicable by Federal law. *See* 2 CFR Part 200, Appendix II, Para. J, & 2 CFR Sect. 200.322.
- (iii) Clean Air Act & the Federal Water Pollution Control Act. Vendor shall abide by and comply with the Clean Air Act & the Federal Water Pollution Control Act, to the extent applicable by Federal law. *See* 2 CFR Part 200, Appendix II, Para. G.
- (iv) Byrd Anti-Lobbying Amendment. In accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendor shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. *See* 2 CFR Part 200, Appendix II, Para. 1. Vendor certifies and agrees to abide by and comply with the Byrd Anti-Lobbying Amendment to the extent applicable by Federal law.
- (v) Contract Work Hours & Safety Standards Act. Vendor shall abide by the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as applicable to the PO and under Federal law. Under 40 U.S.C. 3702 of the Act, Vendor must compute wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Vendor shall abide by 40 U.S.C. 3704, as applicable, to the construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do

**GUAM DEPARTMENT OF EDUCATION (“GDOE”)  
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not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See 40 U.S.C. Sect. 3701-3708; 29 CFR Part 5; 2 CFR Part 200, Appendix II, Para E.

- (vi) Prohibition on certain telecommunications and video surveillance services or equipment. Vendor shall comply with the prohibition on certain telecommunications and video surveillance services or equipment Act (2 CFR §200.216) to maximum extent applicable by law.

**19. Acceptance of Electronic Signatures.** This PO may be signed by the parties hereto in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by one party to the other may be made by electronic transmission.

**20. Computation of Time.** Whenever this PO provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this PO provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

**21. Amendments/Modifications.** Any amendment or modification to this PO or solicitation will be effective only if it is in writing and signed by both parties.

- (i) Changes to Work. Any modifications to the services or equipment to be delivered pursuant to this solicitation, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Vendor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this solicitation and/or PO, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.
- (ii) Extension of Time to Perform Services. This Agreement may be modified to extend time for Vendor to perform services upon writing signed by GDOE and Vendor. A modification to extend time to perform services under this PO may only be made on the condition that such modification shall not increase the costs for services hereunder.



**GUAM DEPARTMENT OF EDUCATION ("GDOE")  
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IN WITNESS WHEREOF, authorized representatives on behalf of GDOE and Vendor have executed this PO on the day and year appearing below respective signatures.

**Vendor Company Name:** \_\_\_\_\_

**Authorized Representative's Printed Name:** \_\_\_\_\_

**Authorized Representative's Position:** \_\_\_\_\_

**Authorized Representative's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**CARMEN T. CHARFAUROS**  
**GDOE Supply Management Administrator**  
**Date:** \_\_\_\_\_



Anthony E. Quinata <aequinata@gdoe.net>

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## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Publication)

4 messages

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Anthony E. Quinata <aequinata@gdoe.net>

Wed, Dec 18, 2024 at 7:40 AM

Cc: Procurement <procurement@gdoe.net>

Bcc: JTEDGROUP@gmail.com, Lagu Admin <ADMIN@laguguan.com>, ami@amiguam.com, Monty McDowell <monty.mcdowell@amiguam.com>, Clifford Guzman <cguzman@gfsgroup.com>, Jay Oliver Mariano <jmariano@gfsgroup.com>, ALEX THOMAS <guamcleaningmasters@yahoo.com>, jjg@teleguam.net, gemma conlu <conlugemma@yahoo.com>, luckychutaro@gmail.com, jeffpaeste@jmiguam.com, georgeilao@jmiguam.com, edilao@jmiguam.com, jeangrape@jmiguam.com, bethblas@jmiguam.com, dwc0961@gmail.com, johnchar1@hotmail.com, marianasirrigationlandscape@gmail.com

Hafa Adai,

Kindly see the Publication on the attached documents for the following Invitation for Bid (IFB), which may be of interest to your company.

**GDOE IFB 002-2025, Grounds Maintenance Services for Various Guam GDOE Public Schools and Support Facilities.**

You may register and download the IFB packages at [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management) under formal solicitation.

**Note:** All Amendments sent out must be signed and returned to [aequinata@gdoe.net](mailto:aequinata@gdoe.net)

Respectfully,

Anthony E. Quinata

Buyer Supervisor II - GDOE, Supply Management Division

**Address:** 501 Mariner Ave Barrigada Guam 96913-1608

**Phone:** (671) 300-5817 **Fax:** (671) 472-5001 **Email:** [aequinata@gdoe.net](mailto:aequinata@gdoe.net)

**Website:** [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management)

*CONFIDENTIALITY STATEMENT: This message is from the Department of Education and contains information which is privileged and confidential and is solely for the use of the intended recipient. If you are not the intended recipient, any review, disclosure, copying, distribution, or use of the contents of this message is strictly prohibited. If you have received this transmission in error, please notify the sender by return email and destroy immediately.*

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 IFB 002-2025 Daily Post Publication.pdf  
560K

**GDOE 0061**





## Address not found

Your message wasn't delivered to **bethblas@jmiguam.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.7.1 : Recipient address rejected: Invalid recipient

Final-Recipient: rfc822; bethblas@jmiguam.com

Action: failed

Status: 5.7.1

Remote-MTA: dns; mx.siteprotect.com. (64.26.60.135, the server for the domain jmiguam.com.)

Diagnostic-Code: smtp; 550 5.7.1 <bethblas@jmiguam.com>: Recipient address rejected: Invalid recipient

Last-Attempt-Date: Tue, 17 Dec 2024 13:40:34 -0800 (PST)

----- Forwarded message -----

From: "Anthony E. Quinata" <aequinata@gdoe.net>

To:

Cc: Procurement <procurement@gdoe.net>

Bcc: bethblas@jmiguam.com

Date: Wed, 18 Dec 2024 07:40:20 +1000

Subject: GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Publication)

----- Message truncated -----

---

Anthony E. Quinata <aequinata@gdoe.net>

Wed, Dec 18, 2024 at 8:10 AM

To: "Morgan W. Paul (Deputy Supt., FAS)" <mwtpaul@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>,

"John M. Palomo" <john.palomo@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>

Cc: Procurement <procurement@gdoe.net>

FYI.

Respectfully,

Anthony E. Quinata

Buyer Supervisor II - GDOE, Supply Management Division

Address: 501 Mariner Ave Barrigada Guam 96913-1608

**GDOE 0062**

Phone: (671) 300-5817 Fax: (671) 472-5001 Email: [aequinata@gdoe.net](mailto:aequinata@gdoe.net)

Website: [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management)

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[Quoted text hidden]

---

 **IFB 002-2025 Daily Post Publication.pdf**  
560K

---

Jess Tedpahogo <[jtedgroup@gmail.com](mailto:jtedgroup@gmail.com)>  
To: "Anthony E. Quinata" <[aequinata@gdoe.net](mailto:aequinata@gdoe.net)>

Fri, Dec 20, 2024 at 1:04 PM

Hafa Adai:  
Thank you for the info. Have a blessed Merry Christmas.

Jess

[Quoted text hidden]

[Quoted text hidden]



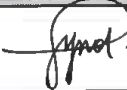



Guam Department of Education

**GDOE 0063**

**GUAM DEPARTMENT OF EDUCATION  
INVITATION FOR BID REGISTER**

IFB No. 002-2025

SUBMISSION DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_

COMPANY'S NAME & ADDRESS	INDIVIDUAL'S NAME	SIGNATURE	TEL NO. / FAX NO. / EMAIL	PICK UP DATE & TIME	ISSUED BY	SUBMISSION DATE & TIME	RECEIVED BY
Property Pros LLC	Jonathan Terlaja		Tel: 4877371 Fax: Email: Propertypros@guamail.com	Date: Time:		Date: 01/07/2025 Time: 10:05	
Ocean Cleaning Masters Inc.	Cherric May Gumol		Tel: 671-646-2002 Fax: Email: c.gumol.gcm@gmail.com	Date: Time:		Date: 01/07/2025 Time: 2:29 p.m.	
JJ Global Services	Kit Casin		Tel: 671-982-9485 / 672-1170 Fax: Email: Kit.casin@jjglobal-services.com	Date: Time:		Date: 01/07/2025 Time: 2:47 p.m.	
			Tel: Fax: Email:	Date: Time:		Date: Time:	
			Tel: Fax: Email:	Date: Time:		Date: Time:	
			Tel: Fax: Email:	Date: Time:		Date: Time:	
			Tel: Fax: Email:	Date: Time:		Date: Time:	



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**

**AMENDMENT 1**

December 23, 2024

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **ANTHONY E. QUINATA** via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

I, \_\_\_\_\_ an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 1**, for **IFB 002-2025** **Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**. Number of pages: 10 (including this cover sheet).

\_\_\_\_\_  
**Company Name (Print)**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Time and Date**



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438



CARMEN T. CHARFAUROS  
Supply Management Administrator

December 23, 2024

**AMENDMENT 1**

**Prospective Bidder:**

Kindly refer to our IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, a copy of which was obtained by your company for consideration, changes to the bid form to reflect the right amount of schools and Facilities, please see the from and to on attachment.

**GDOE**  
**IFB 002-2025**

**Grounds Maintenance  
Services for Various GDOE  
Public Schools and Support  
Facilities**

**Attachment B**

**From**



## Attachment B BID FORMS

IFB 002-2025

### GROUNDS MAINTENANCE SERVICE FOR VARIOUS GDOE PUBLIC SCHOOLS AND SUPPORT FACILITIES

Note: This solicitation is a MULTI-PART BID and will be evaluated based on the total lumpsum pricing submitted for EACH REGION and will be awarded to the lowest, most responsive, and responsible bidder. Bidders are prohibited from bidding on individual schools in any given region.

Bidders may offer a bid for multiple Regions in the Bid Form if desired. Bidders will annotate "No Bid" on the Region not submitting a Bid.

#### REGION 1

ITEM NO.	SCHOOL	January-June (1 Cut/per school/ per month)	July-December (2 Cuts/per school/ per month)
1	Astumbo Elementary (AES)		
2	J.M. Guerrero Elementary (JMGES)		
3	María A. Ufco Elementary (MAUES)		
4	Vicente S.A. Benavente Middle (VSABMS)		
5	Wettengel Elementary (WEE)		
	<b>TOTAL (REGION 1 DISTRICT SCHOOLS)</b>		

#### REGION 2

ITEM NO.	SCHOOL		
6	D. L. Perez Elementary (DLPES)		
7	P. B. Leon Guerrero Middle (PBLGMS)		
8	Finagayon Elementary (FINES)		
9	Machansao Elementary (MES)		
10	Simon Sanchez High (SSHS)		
11	Upl Elementary (UPIES)		
	<b>TOTAL (REGION 2 DISTRICT SCHOOLS)</b>		

#### REGION 3

ITEM NO.	SCHOOL		
12	Agana Heights Elementary (AHES)		
13	Chief Brodie Memorial Elementary (CBES)		
14	C.I. Taitano Elementary (CLTES)		
15	Jose L.G. Rios Middle (JRMS)		
16	L.B.J. Elementary (LBIES)		
17	Tamuning Elementary (TAMES)		
	<b>TOTAL (REGION 3 DISTRICT SCHOOLS)</b>		

<b>Bid Grand Total</b>	
<p>By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. By submission of this bid, the company is making an offer to provide the services and materials described in GDOE IFB 002-2025. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.</p>	
<b>COMPANY NAME</b>	
<b>PRINT NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>	
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	
<input type="checkbox"/> <b>MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012</b>	
<b>(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)</b>	

**GDOE**  
**IFB 002-2025**

**Grounds Maintenance  
Services for Various GDOE  
Public Schools and Support  
Facilities**

**Attachment B**

**To**

## Attachment B BID FORMS

IFB 002-2025

### GROUNDS MAINTENANCE SERVICE FOR VARIOUS GDOE PUBLIC SCHOOLS AND SUPPORT FACILITIES

Note: This solicitation is a MULTI-PART BID and will be evaluated based on the total lumpsum pricing submitted for EACH REGION and will be awarded to the lowest, most responsive, and responsible bidder. Bidders are prohibited from bidding on individual schools in any given region.

Bidders may offer a bid for multiple Regions in the Bid Form if desired. Bidders will annotate "No Bid" on the Region not submitting a Bid.

#### REGION 1

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December (2 Cuts/per school/ per month)
1	Astumbo Elementary (AES)		
2	J.M. Guerrero Elementary (JMGES)		
3	Maria A. Ulloa Elementary (MAUES)		
4	Vicente S.A. Benavente Middle (VSABMS)		
5	Wettengel Elementary (WES)		
<b>TOTAL (REGION 1 DISTRICT SCHOOLS)</b>			

#### REGION 2

ITEM NO.	SCHOOL		
6	D. L. Perez Elementary (DLPES)		
7	P. B. Leon Guerrero Middle (FBLGMS)		
8	Finegayan Elementary (FINES)		
9	Mechanico Elementary (MES)		
10	Simon Sanchez High (SSHS)		
11	Upl Elementary (UPIES)		
<b>TOTAL (REGION 2 DISTRICT SCHOOLS)</b>			

#### REGION 3

ITEM NO.	SCHOOL		
12	Agana Heights Elementary (AHES)		
13	Chief Brodia Memorial Elementary (CBES)		
14	C.L. Yeltano Elementary (CLTES)		
15	Jose L.G. Rios Middle (JRMS)		
16	L.B.J. Elementary (LBRES)		
17	Tamuning Elementary (TAMES)		
<b>TOTAL (REGION 3 DISTRICT SCHOOLS)</b>			

REGION 4			
ITEM NO.	SCHOOL		
18	B.P. Carballedo Elementary (BPCE)		
19	J.Q. San Miguel Elementary (JQSMES)		
20	Luis P. Untalan Middle (LPUMS)		
21	Pedro C. Lujan Elementary (PCLES)		
	<b>TOTAL (REGION 4 DISTRICT SCHOOLS)</b>		
REGION 5			
ITEM NO.	SCHOOL		
22	Harry S. Truman Elementary (HSTES)		
23	J.P. Torres Success Academy		
24	Marcial A. Sablan Elementary (MASES)		
25	Oceanview Middle (OMS)		
26	Southern High (SHS)		
	<b>TOTAL (REGION 5 DISTRICT SCHOOLS)</b>		
REGION 6			
ITEM NO.	SCHOOL		
27	Inarajan Elementary (IES)		
28	Inarajan Middle (IMS)		
29	Mertso Martyrs Memorial Elementary (MMMES)		
30	M.U. Lujan Elementary (MULES)		
31	Talofoto Elementary (TALES)		
	<b>TOTAL (REGION 6 DISTRICT SCHOOLS)</b>		
REGION 7			
ITEM NO.	SCHOOL		
32	Harry S. Truman Elementary (HSTES)		
33	J.P. Torres Success Academy		
34	Marcial A. Sablan Elementary (MASES)		
35	Oceanview Middle (OMS)		
36	Southern High (SHS)		
	<b>TOTAL (REGION 7 DISTRICT SCHOOLS)</b>		
GDOE SUPPORT FACILITIES			
ITEM NO.	FACILITY		
37	Food & Nutrition TEFAP Distribution Warehouse		
38	Facilities & Maintenance Warehouse		
	<b>TOTAL (GDOE SUPPORT FACILITIES)</b>		

Bid Grand Total	
<p>By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. By submission of this bid, the company is making an offer to provide the services and materials described in GDOE IFB 002-2025. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.</p>	
COMPANY NAME	
PRINT NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
<input type="checkbox"/> MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER S GCA § 5012	
(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)	



All else remains the same.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Charfauros', written over the word 'Sincerely,'.

CARMEN T. CHARFAUROS  
Supply Management Administrator



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
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Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support  
Facilities**

**AMENDMENT 2**

December 26, 2024

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **ANTHONY E. QUINATA** via email to [aquinata@gdoe.net](mailto:aquinata@gdoe.net).

I, \_\_\_\_\_ an authorized representative of the company named below,  
acknowledge receipt of **AMENDMENT 1**, for **IFB 002-2025**  
**Grounds Maintenance Services for Various GDOE Public Schools and Support**  
**Facilities**. Number of pages: 10 (including this cover sheet).

\_\_\_\_\_  
Company Name (Print)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Time and Date



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438



CARMEN T. CHARFAUROS  
Supply Management Administrator

December 26, 2024

**AMENDMENT 2**

**Prospective Bidder:**

Kindly refer to our **IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**, a copy of which was obtained by your company for consideration, changes to the bid form to reflect the right Schools for Regions 5 & 7, please see the from and to on attachments.

**GDOE**  
**IFB 002-2025**

**Grounds Maintenance  
Services for Various GDOE  
Public Schools and Support  
Facilities**

**Attachment B**

**From**

## Attachment B

### BID FORMS

IFB 002-2025

#### GROUNDS MAINTENANCE SERVICE FOR VARIOUS GDOE PUBLIC SCHOOLS AND SUPPORT FACILITIES

Note: This solicitation is a MULTI-PART BID and will be evaluated based on the total lumpsum pricing submitted for EACH REGION and will be awarded to the lowest, most responsive, and responsible bidder. Bidders are prohibited from bidding on individual schools in any given region.

Bidders may offer a bid for multiple Regions in the Bid Form if desired. Bidders will annotate "No Bid" on the Region not submitting a Bid.

#### REGION 1

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December (2 Cuts/per school/ per month)
1	Asambo Elementary (AES)		
2	J.M. Guerrero Elementary (JMGES)		
3	María A. Uñes Elementary (MAUES)		
4	Vicente S.A. Benavente Middle (VSABMS)		
5	Wettange) Elementary (WES)		
<b>TOTAL (REGION 1 DISTRICT SCHOOLS)</b>			

#### REGION 2

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December (2 Cuts/per school/ per month)
6	D. L. Perez Elementary (DLPES)		
7	P. B. Leon Guerrero Middle (PBLGMS)		
8	Finagayan Elementary (FINES)		
9	Machanenso Elementary (MES)		
10	Simon Sanchez High (SSHS)		
11	Upi Elementary (UPIES)		
<b>TOTAL (REGION 2 DISTRICT SCHOOLS)</b>			

#### REGION 3

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December (2 Cuts/per school/ per month)
12	Agona Heights Elementary (AHES)		
13	Chief Brodie Memorial Elementary (CBES)		
14	C.L. Teltano Elementary (CLTES)		
15	Jose L.G. Rios Middle (JRMMS)		
16	L.R.J. Elementary (LRJES)		
17	Temuning Elementary (TAMES)		
<b>TOTAL (REGION 3 DISTRICT SCHOOLS)</b>			

REGION 4		
ITEM NO.	SCHOOL	
18	B.P. Carbullido Elementary (BPCLES)	
19	J.O. San Miguel Elementary (JOSMES)	
20	Luis P. Untalan Middle (LPUMS)	
21	Pedro C. Lujan Elementary (PCLES)	
	TOTAL (REGION 4 DISTRICT SCHOOLS)	
REGION 5		
ITEM NO.	SCHOOL	
22	Harry S. Truman Elementary (HSTES)	
23	J.P. Torres Success Academy	
24	Marcial A. Sablan Elementary (MASES)	
25	Oceanview Middle (OMS)	
26	Southern High (SHS)	
	TOTAL (REGION 5 DISTRICT SCHOOLS)	
REGION 6		
ITEM NO.	SCHOOL	
27	Inarajan Elementary (IES)	
28	Inarajan Middle (IMS)	
29	Marizo Martyrs Memorial Elementary (MMMES)	
30	M.U. Lujan Elementary (MULES)	
31	Talefofo Elementary (TALES)	
	TOTAL (REGION 6 DISTRICT SCHOOLS)	
REGION 7		
ITEM NO.	SCHOOL	
32	Harry S. Truman Elementary (HSTES)	
33	J.P. Torres Success Academy	
34	Marcial A. Sablan Elementary (MASES)	
35	Oceanview Middle (OMS)	
36	Southern High (SHS)	
	TOTAL (REGION 7 DISTRICT SCHOOLS)	
GDOE SUPPORT FACILITIES		
ITEM NO.	FACILITY	
37	Food & Nutrition TEFAP Distribution Warehouse	
38	Facilities & Maintenance Warehouse	
	TOTAL (GDOE SUPPORT FACILITIES)	



<b>Bid Grand Total</b>	
<p>By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. By submission of this bid, the company is making an offer to provide the services and materials described in GDOE IFB 002-2025. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.</p>	
<b>COMPANY NAME</b>	
<b>PRINT NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>	
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	
<input type="checkbox"/> <b>MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 U.S.C. § 5012</b>	
<b>(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)</b>	

**GDOE**  
**IFB 002-2025**

**Grounds Maintenance  
Services for Various GDOE  
Public Schools and Support  
Facilities**

**Attachment B**

**To**

**Attachment B  
Bid Forms  
IFB 002-2025  
GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE SCHOOLS AND SUPPORT FACILITIES**

Note: This solicitation is a MULTI-PART BID and will be evaluated based on the total lumpsum pricing submitted for EACH REGION and will be awarded to the lowest, most responsive, and responsible bidder. Bidders are prohibited from bidding on individual schools in any given region.

Bidders may offer a bid for multiple Regions in the Bid Form if desired. Bidders will annotate "No Bid" on the Region not submitting a Bid.

**REGION 1**

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
1	Astumbo Elementary (AES)		
2	J.M. Guerrero Elementary (JMGES)		
3	Maria A. Ulloa Elementary (MAUES)		
4	Vicente S.A. Benevento Middle (VSABMS)		
5	Wettengel Elementary (WES)		
	<b>TOTAL (REGION 1 DISTRICT SCHOOLS)</b>		

**REGION 2**

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
6	D. L. Perez Elementary (DLPES)		
7	F. B. Leon Guerrero Middle (FBLGMS)		
8	Finegayan Elementary (FINES)		
9	Machansao Elementary (MES)		
10	Sison Sanchez High (SSHS)		
11	Upl Elementary (UMES)		
	<b>TOTAL (REGION 2 DISTRICT SCHOOLS)</b>		

**REGION 3**

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
12	Agana Heights Elementary (AHES)		
13	Chief Brodie Memorial Elementary (CBES)		
14	C.L. Toltano Elementary (CLTES)		
15	Jose L.G. Rios Middle (JRMMS)		
16	L.B.J. Elementary (LBIES)		
17	Tamuning Elementary (TAMES)		
	<b>TOTAL (REGION 3 DISTRICT SCHOOLS)</b>		

REGION 4			
ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
18	Aguado L. Johnston Middle (AJMS)		
19	George Washington High (GWHHS)		
20	Ordot-Chelan Pago Elementary (OCPE)		
21	Captain H. B. Price Elementary (HBPES)		
	<b>TOTAL (REGION 4 DISTRICT SCHOOLS)</b>		
REGION 5			
ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
22	B.P. Carbullido Elementary (BPCES)		
23	J.Q. San Miguel Elementary (JQSMES)		
24	Luis P. Untalan Middle (LPUMS)		
25	Pedro C. Lujan Elementary (PCLES)		
	<b>TOTAL (REGION 5 DISTRICT SCHOOLS)</b>		
REGION 6			
ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
26	Inarajan Elementary (IES)		
27	Inarajan Middle (IMS)		
28	Marisa Martyrs Memorial Elementary (MMMES)		
29	M.U. Lujan Elementary (MULES)		
30	Talofoto Elementary (TALES)		
	<b>TOTAL (REGION 6 DISTRICT SCHOOLS)</b>		
REGION 7			
ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
31	Harry S. Truman Elementary (HSTES)		
32	J.P. Torres Success Academy		
33	Mardal A. Soblon Elementary (MASSES)		
34	Oceanview Middle (OMS)		
35	Southern High (SHS)		
	<b>TOTAL (REGION 7 DISTRICT SCHOOLS)</b>		

**GDOE SUPPORT FACILITIES**

ITEM NO.	FACILITY	January-June (1 Cut/per school/per month)	July-December (2 Cuts/per school/ per month)
36	Food & Nutrition TEFAP Distribution Warehouse		
37	Facilities & Maintenance Warehouse		
	<b>TOTAL (GDOE SUPPORT FACILITIES)</b>		

**Bid Grand Total**

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. By submission of this bid, the company is making an offer to provide the services and materials described in GDOE IFB 002-2025. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.

COMPANY NAME

PRINT NAME/TITLE OF AUTHORIZED REPRESENTATIVE

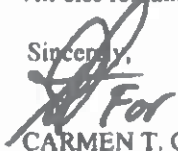
SIGNATURE OF AUTHORIZED REPRESENTATIVE

MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012

(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)

All else remains the same.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Charfauros', written over the word 'Sincerely,'.

CARMEN T. CHARFAUROS  
Supply Management Administrator





Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 1)

---

Anthony E. Quinata <aequinata@gdoe.net>

Mon, Dec 23, 2024 at 12:03 PM

Cc: Procurement <procurement@gdoe.net>

Bcc: propertyprosgu@gmail.com, JTEDGROUP@gmail.com, Lagu Admin <ADMIN@laguguam.com>, ami@amiguam.com, Monty McDowell <monty.mcdowell@amiguam.com>, Clifford Guzman <cguzman@gfsgroup.com>, Jay Oliver Mariano <jmariano@gfsgroup.com>, ALEX THOMAS <guamcleaningmasters@yahoo.com>, jgg@teleguam.net, gemma conlu <conlugemma@yahoo.com>, luckychutaro@gmail.com, jeffpaeste@jmiguam.com, georgeilao@jmiguam.com, edilao@jmiguam.com, jeangrape@jmiguam.com, bethblas@jmiguam.com, dwc0961@gmail.com, johnchar1@hotmail.com, marianasirrigationlandscape@gmail.com, Richard Mesa <richardmesa@jmiguam.com>, cguzman@galaidegroup.com, adminasst@advance.com, pisas1987@gmail.com, admin@jjglobal.services, info@pfmguam.com, rhea.backe@pecconsulting.org, ljaguon1333@gmail.com, bma.hvac.services@gmail.com, greencommunityengineers@gmail.com, Vic Wang <vic.ecosolarworld@gmail.com>, Mark Monsanto <mark.monsanto@coretechintl.com>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, lin.perez@me.com

**Hafa Adai Prospective Bidders,**

**Kindly see Amendment 1 for IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, please acknowledge receipt of this email.**

**Note: All Amendments sent out must be signed and returned to [aequinata@gdoe.net](mailto:aequinata@gdoe.net)**

**You may also download Amendment 1 at [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management) under formal solicitation for IFB 002-2025.**

Respectfully,

Anthony E. Quinata

Buyer Supervisor II - GDOE, Supply Management Division

**Address:** 501 Mariner Ave Barrigada Guam 96913-1608

**Phone:** (671) 300-5817 **Fax:** (671) 472-5001 **Email:** [aequinata@gdoe.net](mailto:aequinata@gdoe.net)

**Website:** [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management)

***CONFIDENTIALITY STATEMENT: This message is from the Department of Education and contains information which is privileged and confidential and is solely for the use of the intended recipient. If you are not the intended recipient, any review, disclosure, copying, distribution, or use of the contents of this message is strictly prohibited. If you have received this transmission in error, please notify the sender by return email and destroy immediately.***

---

 **Amendment 1.pdf**  
2078K

**GDOE 0086**



Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] Automatic reply: GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 1)**

1 message

---

**Romeo I. Orlando** <romeooriondo@jmiguam.com>  
To: "Anthony E. Quinata" <aequinata@gdoe.net>

Mon, Dec 23, 2024 at 12:03 PM

Hafa Adai!

Thank you for your email. I will be out of the office from 12/23/24 to 1/3/25 and will have limited access to my email.

If you require immediate assistance please call our office 671-646-6400.

**GDOE 0087**



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**

**AMENDMENT 1**

December 23, 2024

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **ANTHONY E. QUINATA** via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

I, \_\_\_\_\_ an authorized representative of the company named below,  
acknowledge receipt of **AMENDMENT 1**, for **IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**. Number of pages: 10 (including this cover sheet).

\_\_\_\_\_  
Company Name (Print)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Time and Date



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438



CARMEN T. CHARFAUROS  
Supply Management Administrator

December 23, 2024

**AMENDMENT 1**

**Prospective Bidder:**

Kindly refer to our **IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**, a copy of which was obtained by your company for consideration, changes to the bid form to reflect the right amount of schools and Facilities, please see the from and to on attachment.

**GDOE**

**IFB 002-2025**

**Grounds Maintenance  
Services for Various GDOE  
Public Schools and Support  
Facilities**

**Attachment B**

**From**

## Attachment B BID FORMS

IFB 002-2025

### GROUNDS MAINTENANCE SERVICE FOR VARIOUS GDOE PUBLIC SCHOOLS AND SUPPORT FACILITIES

Note: This solicitation is a MULTI-PART BID and will be evaluated based on the total lumpsum pricing submitted for EACH REGION and will be awarded to the lowest, most responsive, and responsible bidder. Bidders are prohibited from bidding on individual schools in any given region.

Bidders may offer a bid for multiple Regions in the Bid Form if desired. Bidders will annotate "No Bid" on the Region not submitting a Bid.

#### REGION 1

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
1	Astumbo Elementary (AES)		
2	J.M. Guerrero Elementary (JMGES)		
3	María A. Ulloa Elementary (MAUES)		
4	Vicente S.A. Benavente Middle (VSABMS)		
5	Wettengel Elementary (WES)		
	<b>TOTAL (REGION 1 DISTRICT SCHOOLS)</b>		

#### REGION 2

ITEM NO.	SCHOOL		
6	D. L. Perez Elementary (DLPES)		
7	P. B. Leon Guerrero Middle (PBLGMS)		
8	Finesgayan Elementary (FINES)		
9	Machananao Elementary (MES)		
10	Simon Sanchez High (SSHS)		
11	Upi Elementary (UPIES)		
	<b>TOTAL (REGION 2 DISTRICT SCHOOLS)</b>		

#### REGION 3

ITEM NO.	SCHOOL		
12	Agana Heights Elementary (AHES)		
13	Chief Brodie Memorial Elementary (CBES)		
14	C.L. Taitano Elementary (CLTES)		
15	Jose L.G. Rios Middle (JRMS)		
16	L.B.J. Elementary (LBJES)		
17	Tamuning Elementary (TAMES)		
	<b>TOTAL (REGION 3 DISTRICT SCHOOLS)</b>		



<b>Bid Grand Total</b>	
<p>By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. By submission of this bid, the company is making an offer to provide the services and materials described in GDOE IFB 002-2025. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.</p>	
<b>COMPANY NAME</b>	
<b>PRINT NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>	
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	
<input type="checkbox"/> <b>MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012</b>	
<b>(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)</b>	

**GDOE**  
**IFB 002-2025**

**Grounds Maintenance  
Services for Various GDOE  
Public Schools and Support  
Facilities**

**Attachment B**

**To**

## Attachment B BID FORMS

IFB 002-2025

### GROUNDS MAINTENANCE SERVICE FOR VARIOUS GDOE PUBLIC SCHOOLS AND SUPPORT FACILITIES

Note: This solicitation is a MULTI-PART BID and will be evaluated based on the total lumpsum pricing submitted for EACH REGION and will be awarded to the lowest, most responsive, and responsible bidder. Bidders are prohibited from bidding on individual schools in any given region.

Bidders may offer a bid for multiple Regions in the Bid Form if desired. Bidders will annotate "No Bid" on the Region not submitting a Bid.

#### REGION 1

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December (2 Cuts/per school/ per month)
1	Astumbo Elementary (AES)		
2	J.M. Guerrero Elementary (JMGES)		
3	María A. Ufco Elementary (MAUES)		
4	Vicente S.A. Benavente Middle (VSABMS)		
5	Wettengel Elementary (WES)		
	<b>TOTAL (REGION 1 DISTRICT SCHOOLS)</b>		

#### REGION 2

ITEM NO.	SCHOOL		
6	D. L. Perez Elementary (DLPES)		
7	P. B. Leon Guerrero Middle (FBLGMS)		
8	Finegayan Elementary (FINES)		
9	Machananso Elementary (MES)		
10	Simon Sanchez High (SSHS)		
11	Upi Elementary (UPIES)		
	<b>TOTAL (REGION 2 DISTRICT SCHOOLS)</b>		

#### REGION 3

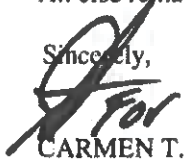
ITEM NO.	SCHOOL		
12	Agana Heights Elementary (AHES)		
13	Chief Brodie Memorial Elementary (CBES)		
14	C.L. Taltano Elementary (CLTES)		
15	Jose L.G. Rios Middle (JRMS)		
16	L.B.J. Elementary (LBJES)		
17	Tamuning Elementary (TAMES)		
	<b>TOTAL (REGION 3 DISTRICT SCHOOLS)</b>		

REGION 4			
ITEM NO.	SCHOOL		
18	B.P. Carbullido Elementary (BPCES)		
19	J.Q. San Miguel Elementary (JQSMES)		
20	Luis P. Untalan Middle (LPUMS)		
21	Pedro C. Lujan Elementary (PCLES)		
	<b>TOTAL (REGION 4 DISTRICT SCHOOLS)</b>		
REGION 5			
ITEM NO.	SCHOOL		
22	Harry S. Truman Elementary (HSTES)		
23	J.P. Torres Success Academy		
24	Marcial A. Sablan Elementary (MASES)		
25	Oceanview Middle (OMS)		
26	Southern High (SHS)		
	<b>TOTAL (REGION 5 DISTRICT SCHOOLS)</b>		
REGION 6			
ITEM NO.	SCHOOL		
27	Inarajan Elementary (IES)		
28	Inarajan Middle (IMS)		
29	Merizo Martyrs Memorial Elementary (MMMES)		
30	M.U. Lujan Elementary (MULES)		
31	Talofoto Elementary (TALES)		
	<b>TOTAL (REGION 6 DISTRICT SCHOOLS)</b>		
REGION 7			
ITEM NO.	SCHOOL		
32	Harry S. Truman Elementary (HSTES)		
33	J.P. Torres Success Academy		
34	Marcial A. Sablan Elementary (MASES)		
35	Oceanview Middle (OMS)		
36	Southern High (SHS)		
	<b>TOTAL (REGION 7 DISTRICT SCHOOLS)</b>		
GDOE SUPPORT FACILITIES			
ITEM NO.	FACILITY		
37	Food & Nutrition TEFAP Distribution Warehouse		
38	Facilities & Maintenance Warehouse		
	<b>TOTAL (GDOE SUPPORT FACILITIES)</b>		

<b>Bid Grand Total</b>	
<p>By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. By submission of this bid, the company is making an offer to provide the services and materials described in GDOE IFB 002-2025. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.</p>	
<b>COMPANY NAME</b>	
<b>PRINT NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>	
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	
<input type="checkbox"/> <b>MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012</b>	
<b>(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)</b>	

All else remains the same.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Charfauros', written over the word 'Sincerely,'.

CARMEN T. CHARFAUROS  
Supply Management Administrator





# AEQUINATA

Guam Department of Education Mail - GDO... and Support Facilities, (Amendment 1)

01/09/2025 17:04

Start Page

Xerox PrimeLink™ B9110

**GDOE 0098**



Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 1)

---

ALEX THOMAS <guamcleaningmasters@yahoo.com>

Mon, Dec 23, 2024 at 1:06 PM

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Cc: ALEX THOMAS <a.thomas.gcm@gmail.com>, "r.thomas.gcm@gmail.com" <r.thomas.gcm@gmail.com>

Hafa Adai Mr. Quinata,

Please see attached acknowledgement receipt on Amendment 1.

Respectfully,

**Rowena Thomas**  
**Guam Cleaning Masters Inc.**  
**P.O. Box 9500**  
**Dededo, Guam 96929**  
**Tel: 671.646.2002/648.2011**  
**Fax: 671.646.4707**

[Quoted text hidden]

[Quoted text hidden]

Guam Department of Education

---

 **Amendmnet 1 Acknowledgement.pdf**  
479K

**GDOE 0099**



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support  
Facilities**

**AMENDMENT 1**

December 23, 2024

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **ANTHONY E. QUINATA** via email to [aquinata@gdoe.net](mailto:aquinata@gdoe.net).

I, ROWENA THOMAS an authorized representative of the company named below,  
acknowledge receipt of **AMENDMENT 1**, for **IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support  
Facilities**. Number of pages: 10 (including this cover sheet).

**GUAM CLEANING MASTERS INC.**

\_\_\_\_\_  
Company Name (Print)

**ROWENA THOMAS**  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

**DEC. 23, 2024 @ 12:52PM**  
\_\_\_\_\_  
Time and Date



Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 1)

---

Monty McDowell <monty.mcdowell@amiguam.com>  
To: "Anthony E. Quinata" <aequinata@gdoe.net>  
Cc: Procurement <procurement@gdoe.net>

Mon, Dec 23, 2024 at 2:29 PM

# NO BID

--

*Senseramente (Sincerely),*

*Monty M. McDowell*

*Chief Executive Officer (CEO)/Principal Broker/Registered Environmental Services Executive  
Advance Management, Inc.*

*Korporasion Minanehan Takfe'na*

*WOSB and HubZone Certified / Guam USA*

*Phone: (671) 649-6488, Fax: (671) 646-3739, Cell: 858-4318,*

*Toll Free: (866) 217-GUAM(4826) / Guam USA is +10 GMT-*

[Quoted text hidden]

Guam Department of Education

---

 **Amendment 1[1].pdf**  
2078K

**GDOE 0101**



Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 1)

---

Property Pros, LLC <propertyprosgu@gmail.com>

Thu, Dec 26, 2024 at 9:25 AM

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Good morning,

Please see attached acknowledgment of Amendment 1.

Thank you,  
Jon

[Quoted text hidden]

[Quoted text hidden]

Guam Department of Education

---

 **Amendment 1 IFB 002-2025.pdf**  
340K



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

AMENDMENT ACKNOWLEDGEMENT FORM

IFB 002-2025

Grounds Maintenance Services for Various GDOE Public Schools and Support  
Facilities

AMENDMENT 1

December 23, 2024

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to ANTHONY E. QUINATA via email to [aquinata@gdoe.net](mailto:aquinata@gdoe.net).

I, Jonavan Terlajic an authorized representative of the company named below,  
acknowledge receipt of AMENDMENT 1, for IFB 002-2025

Grounds Maintenance Services for Various GDOE Public Schools and Support  
Facilities. Number of pages: 10 (including this cover sheet).

Property Pros, LLC

Company Name (Print)

Jonavan Terlajic

Print Name

*Jonavan Terlajic*

Signature

Dec 24, 2024 10:00am

Time and Date





Anthony E. Quinata <aequinata@gdoe.net>

---

## **GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 1)**

---

**ALEX THOMAS** <guamcleaningmasters@yahoo.com>

Thu, Dec 26, 2024 at 1:07 PM

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Cc: ALEX THOMAS <a.thomas.gcm@gmail.com>, "r.thomas.gcm@gmail.com" <r.thomas.gcm@gmail.com>

**Hafa Adai Mr. Quinata,**

**Kindly check on the amendment attached. Region 5 and Region 7 has same schools. Kindly advise.**

**Thank you,**

**Rowena Thomas  
Guam Cleaning Masters Inc.  
P.O. Box 9500  
Dededo, Guam 96929  
Tel: 671.646.2002/648.2011  
Fax:671.646.4707**

[Quoted text hidden]

[Quoted text hidden]

**Guam Department of Education**

**GDOE 0104**



Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 1)

---

Pacific Island Security Agency <pisas1987@gmail.com>

Thu, Dec 26, 2024 at 4:15 PM

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Cc: Procurement <procurement@gdoe.net>

Confirming receipt.

Mary Santos

[Quoted text hidden]

[Quoted text hidden]

Guam Department of Education

**GDOE 0105**



Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 1)

---

Pacific Island Security Agency <pisas1987@gmail.com>

Mon, Jan 6, 2025 at 11:02 AM

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Cc: Procurement <procurement@gdoe.net>

Hafa Adai,

Sending the Amendment Acknowledgement Form for Amendment No.1

Thank you  
Mary Santos

[Quoted text hidden]

---

 **IFB 002-2025 Amendment 1.pdf**  
56K



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
8-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**

**AMENDMENT 1**

December 23, 2024

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **ANTHONY E. QUINATA** via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

I, Mary Santos an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 1**, for **IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**. Number of pages: 10 (including this cover sheet).

Pacific Island Janitorial + Carpet Cleaning

Company Name (Print)

Mary Santos

Print Name

[Signature]

Signature

4:15pm 12/26/2024

Time and Date



Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 2)

---

Anthony E. Quinata <aequinata@gdoe.net>

Thu, Dec 26, 2024 at 3:49 PM

Bcc: propertyprosgu@gmail.com, JTEDGROUP@gmail.com, Lagu Admin <ADMIN@laguam.com>, ami@amiguam.com, Clifford Guzman <cguzman@gfsgroup.com>, Jay Oliver Mariano <jmariano@gfsgroup.com>, ALEX THOMAS <guamcleaningmasters@yahoo.com>, jjg@teleguam.net, gemma conlu <conlugemma@yahoo.com>, luckychutaro@gmail.com, jeffpaeste@jmiguam.com, georgeilao@jmiguam.com, edilao@jmiguam.com, jeangrape@jmiguam.com, bethblas@jmiguam.com, dwc0961@gmail.com, johnchar1@hotmail.com, marianasirrigationlandscape@gmail.com, Richard Mesa <richardmesa@jmiguam.com>, cguzman@galaidegroup.com, adminasst@advance.com, pisas1987@gmail.com, admin@jjglobal.services, info@pfmguam.com, rhea.backe@pecconsulting.org, ljaguon1333@gmail.com, bma.hvac.services@gmail.com, greencommunityengineers@gmail.com, Vic Wang <vic.ecosolarworld@gmail.com>, Mark Monsanto <mark.monsanto@coretechintl.com>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, lin.perez@me.com

**Hafa Adai Prospective Bidders,**

**Kindly see Amendment 2 for IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, please acknowledge receipt of this email.**

**Note: All Amendments sent out must be signed and returned to [aequinata@gdoe.net](mailto:aequinata@gdoe.net)**

**You may also download Amendment 2 at [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management) under formal solicitation for IFB 002-2025.**

Respectfully,

Anthony E. Quinata

Buyer Supervisor II - GDOE, Supply Management Division

**Address:** 501 Mariner Ave Barrigada Guam 96913-1608

**Phone:** (671) 300-5817 **Fax:** (671) 472-5001 **Email:** [aequinata@gdoe.net](mailto:aequinata@gdoe.net)

**Website:** [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management)

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 **Amendment 2.pdf**  
2308K

**GDOE 0108**



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**

**AMENDMENT 2**

December 26, 2024

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **ANTHONY E. QUINATA** via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

I, \_\_\_\_\_ an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 1**, for **IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**. Number of pages: 10 (including this cover sheet).

\_\_\_\_\_  
Company Name (Print)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Time and Date





K. ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438



CARMEN T. CHARFAUROS  
Supply Management Administrator

December 26, 2024

**AMENDMENT 1**

**Prospective Bidder:**

Kindly refer to our **IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**, a copy of which was obtained by your company for consideration, changes to the bid form to reflect the right Schools for Regions 5 & 7, please see the from and to on attachments.

**GDOE**

**IFB 002-2025**

**Grounds Maintenance  
Services for Various GDOE  
Public Schools and Support  
Facilities**

**Attachment B**

**From**

## Attachment B BID FORMS

IFB 002-2025

### GROUNDS MAINTENANCE SERVICE FOR VARIOUS GDOE PUBLIC SCHOOLS AND SUPPORT FACILITIES

**Note:** This solicitation is a MULTI-PART BID and will be evaluated based on the total lumpsum pricing submitted for EACH REGION and will be awarded to the lowest, most responsive, and responsible bidder. Bidders are prohibited from bidding on individual schools in any given region.

Bidders may offer a bid for multiple Regions in the Bid Form if desired. Bidders will annotate "No Bid" on the Region not submitting a Bid.

#### REGION 1

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December (2 Cuts/per school/ per month)
1	Astumbo Elementary (AES)		
2	J.M. Guerrero Elementary (JMGES)		
3	María A. Ulloa Elementary (MAUES)		
4	Vicente S.Á. Benavente Middle (VSABMS)		
5	Wettengel Elementary (WES)		
	<b>TOTAL (REGION 1 DISTRICT SCHOOLS)</b>		

#### REGION 2

ITEM NO.	SCHOOL		
6	D. L. Perez Elementary (DLPES)		
7	P. B. Leon Guerrero Middle (FBLGMS)		
8	Finagayan Elementary (FINES)		
9	Machananso Elementary (MES)		
10	Simon Sanchez High (SSHS)		
11	Upi Elementary (UPIES)		
	<b>TOTAL (REGION 2 DISTRICT SCHOOLS)</b>		

#### REGION 3

ITEM NO.	SCHOOL		
12	Agana Heights Elementary (AHES)		
13	Chief Brodie Memorial Elementary (CBES)		
14	C.L. Taitano Elementary (CLTES)		
15	Jose L.G. Rios Middle (JRM5)		
16	L.B.J. Elementary (LBJES)		
17	Tamuning Elementary (TAMES)		
	<b>TOTAL (REGION 3 DISTRICT SCHOOLS)</b>		

REGION 4			
ITEM NO.	SCHOOL		
18	B.P. Carbullido Elementary (BPCE)		
19	J.Q. San Miguel Elementary (JQSMES)		
20	Luis P. Untalan Middle (LPUMS)		
21	Pedro C. Lujan Elementary (PCLES)		
	TOTAL (REGION 4 DISTRICT SCHOOLS)		
REGION 5			
ITEM NO.	SCHOOL		
22	Harry S. Truman Elementary (HSTES)		
23	J.P. Torres Success Academy		
24	Marcial A. Sablan Elementary (MASES)		
25	Oceanview Middle (OMS)		
26	Southern High (SHS)		
	TOTAL (REGION 5 DISTRICT SCHOOLS)		
REGION 6			
ITEM NO.	SCHOOL		
27	Inarajan Elementary (IES)		
28	Inarajan Middle (IMS)		
29	Merizo Martyrs Memorial Elementary (MMMES)		
30	M.U. Lujan Elementary (MULES)		
31	Talofofa Elementary (TALES)		
	TOTAL (REGION 6 DISTRICT SCHOOLS)		
REGION 7			
ITEM NO.	SCHOOL		
32	Harry S. Truman Elementary (HSTES)		
33	J.P. Torres Success Academy		
34	Marcial A. Sablan Elementary (MASES)		
35	Oceanview Middle (OMS)		
36	Southern High (SHS)		
	TOTAL (REGION 7 DISTRICT SCHOOLS)		
GDOE SUPPORT FACILITIES			
ITEM NO.	FACILITY		
37	Food & Nutrition TEPAP Distribution Warehouse		
38	Facilities & Maintenance Warehouse		
	TOTAL (GDOE SUPPORT FACILITIES)		

Bid Grand Total	
<p>By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. By submission of this bid, the company is making an offer to provide the services and materials described in GDOE IFB 002-2025. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.</p>	
COMPANY NAME	
PRINT NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
<input type="checkbox"/> MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012	
(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)	

**GDOE**  
**IFB 002-2025**

**Grounds Maintenance  
Services for Various GDOE  
Public Schools and Support  
Facilities**

**Attachment B**

**To**



**Attachment B  
Bid Forms  
IFB 002-2025  
GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE SCHOOLS AND SUPPORT FACILITIES**

Note: This solicitation is a MULTI-PART BID and will be evaluated based on the total lumpsum pricing submitted for EACH REGION and will be awarded to the lowest, most responsive, and responsible bidder. Bidders are prohibited from bidding on individual schools in any given region.

Bidders may offer a bid for multiple Regions in the Bid Form if desired. Bidders will annotate "No Bid" on the Region not submitting a Bid.

**REGION 1**

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
1	Astumbo Elementary (AES)		
2	J.M. Guerrero Elementary (JMGES)		
3	Marta A. Ulioa Elementary (MAUES)		
4	Vicente S.A. Benavente Middle (VSABMS)		
5	Wattengel Elementary (WES)		
	<b>TOTAL (REGION 1 DISTRICT SCHOOLS)</b>		

**REGION 2**

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
6	D. L. Perex Elementary (DLPES)		
7	F. B. Leon Guerrero Middle (FBLGMS)		
8	Finegayan Elementary (FINES)		
9	Machananao Elementary (MES)		
10	Simon Sanchez High (SSHS)		
11	Upl Elementary (UPIES)		
	<b>TOTAL (REGION 2 DISTRICT SCHOOLS)</b>		

**REGION 3**

ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
12	Agana Heights Elementary (AHES)		
13	Chief Brodie Memorial Elementary (CBES)		
14	C.L. Taltano Elementary (CLTES)		
15	Jose L.G. Rios Middle (JRMS)		
16	L.B.J. Elementary (LBJES)		
17	Tamuning Elementary (TAMES)		
	<b>TOTAL (REGION 3 DISTRICT SCHOOLS)</b>		

REGION 4			
ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
18	Agueda L. Johnston Middle (AUMS)		
19	George Washington High (GWHS)		
20	Ordot-Chalan Pago Elementary (OCPE)		
21	Captain H. B. Price Elementary (HBPE)		
	<b>TOTAL (REGION 4 DISTRICT SCHOOLS)</b>		
REGION 5			
ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
22	B.P. Carbullido Elementary (BPCES)		
23	J.O. San Miguel Elementary (JQSMES)		
24	Luis P. Untalan Middle (LPUMS)		
25	Pedro C. Lujan Elementary (PCLES)		
	<b>TOTAL (REGION 5 DISTRICT SCHOOLS)</b>		
REGION 6			
ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
26	Inarajan Elementary (IES)		
27	Inarajan Middle (IMS)		
28	Merizo Martyrs Memorial Elementary (MMMES)		
29	M.U. Lujan Elementary (MULES)		
30	Talofoto Elementary (TALES)		
	<b>TOTAL (REGION 6 DISTRICT SCHOOLS)</b>		
REGION 7			
ITEM NO.	SCHOOL	January-June (1 Cut/per school/per month)	July-December 2 Cuts/per school/ per month
31	Harry S. Truman Elementary (HSTES)		
32	J.P. Torres Success Academy		
33	Marcial A. Sablan Elementary (MASES)		
34	Oceanview Middle (OMS)		
35	Southern High (SHS)		
	<b>TOTAL (REGION 7 DISTRICT SCHOOLS)</b>		

<b>GDOE SUPPORT FACILITIES</b>			
<b>ITEM NO.</b>	<b>FACILITY</b>	<b>January-June (1 Cut/per school/per month)</b>	<b>July-December 2 Cuts/per school/ per month</b>
36	Food & Nutrition TEFAP Distribution Warehouse		
37	Facilities & Maintenance Warehouse		
	<b>TOTAL (GDOE SUPPORT FACILITIES)</b>		
<b>Bid Grand Total</b>			

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. By submission of this bid, the company is making an offer to provide the services and materials described in GDOE IFB 002-2025. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.

<b>COMPANY NAME</b>	
<b>PRINT NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>	
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	
<input type="checkbox"/> MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012	
<b>(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)</b>	

All else remains the same.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Charfauros', written over the word 'Sincerely,'.

CARMEN T. CHARFAUROS  
Supply Management Administrator



Anthony E. Quinata <aequinata@gdoe.net>

---

## **GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 2)**

---

Pacific Island Security Agency <pisas1987@gmail.com>

Thu, Dec 26, 2024 at 4:16 PM

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Received,

Thank you  
Mary Santos

[Quoted text hidden]

[Quoted text hidden]

Guam Department of Education



Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 2)

---

Kit Casin <kit.casin@jjglobal.services>

Thu, Dec 26, 2024 at 7:16 PM

To: aequinata@gdoe.net

Cc: admin JJ Global Services <admin@jjglobal.services>, Luis Bustamante <luis.bustamante@jjglobal.services>, Shaelane Zacarias <shaelane@jjglobal.services>

**Hafa Adai Mr. Anthony,**

Thank you for providing Amendment 2 for IFB 002-2025 Grounds Maintenance Services.

However, upon review, we noticed that the attachment appears to be incorrect, as it still includes schools that are listed under our service regions.

To clarify, **JJ Global Services** currently provides services to:

### **Region 4**

- Agueda L. Johnston Middle School (AJJMS)
- George Washington High School (GWHS)
- Ordot-Chalan Pago Elementary (OCPE)
- Captain H.B. Price Elementary (HBPE)

### **Region 6**

- Inarajan Elementary School (IES)
- Inarajan Middle School (IMS)
- Merizo Martyrs Memorial Elementary School (MMMES)
- M.U. Lujan Elementary School (MULES)
- Talofoto Elementary School (TALES)

We kindly request a review and revision of the amendment to accurately reflect the schools and regions we service.

Please let us know once the updated document is available.

Thank you for your attention to this matter.

Should you need further assistance or inquiries, please do not hesitate to contact me.

Thank you

Best Regards,

Kit Casin  
AGM / Executive Secretary  
Office no. (671)632-1179  
Cell no. (671) 482-9485

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**GDOE 0121**



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----- Forwarded message -----

**From: Anthony E. Quinata** <aequinata@gdoe.net>

[Quoted text hidden]

[Quoted text hidden]

**Guam Department of Education**

---

 **Amendment 2.pdf**  
2308K



Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 2)

---

Property Pros, LLC <propertyprosgu@gmail.com>

Fri, Dec 27, 2024 at 10:45 AM

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Good morning Anthony,

Please see acknowledgement of Amendment 2.

Thank you,  
Jon

[Quoted text hidden]

[Quoted text hidden]

Guam Department of Education

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 **AMENDMENT 2.pdf**  
251K



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 002-2025**  
**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**

**AMENDMENT 2**

December 26, 2024

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to **ANTHONY E. QUINATA** via email to [acquinata@gdoe.net](mailto:acquinata@gdoe.net).

I, JONAVAN TERLATE an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 1**, for **IFB 002-2025** **Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**. Number of pages: 10 (including this cover sheet).

Property Pros LLC

Company Name (Print)

JONAVAN TERLATE

Print Name

*[Handwritten Signature]*

Signature

10:00AM 12/27/24

Time and Date



Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 2)

---

Kit Casin <kit.casin@jjglobal.services>

Mon, Jan 6, 2025 at 6:33 PM

To: "Yolanda M. Duenas" <ymduenas@gdoe.net>

Cc: "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>, Florenda Miranda <flor@jjglobal.services>, admin JJ Global Services <admin@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>

Hafa Adai Ms. Yolanda,

I hope this email finds you well.

I'm following up to check if your office has received the email we sent to **Mr. Anthony Quinata** on **December 26, 2024**, regarding **Amendment 2**.

Additionally, I'd like to inquire if there is an **Amendment 3** related to this matter, as we have not received any reply from your office.

For your reference, I have included the email we previously sent to **Mr. Anthony Quinata** below.

Your assistance and clarification on this matter would be greatly appreciated. Please feel free to let me know if you need any additional information.

Thank you, and I look forward to your response.

Should you need further assistance or inquiries, please do not hesitate to contact me.

Thank you

Best Regards,

Kit Casin  
AGM / Executive Secretary  
Office no. (671)632-1179  
Cell no. (671) 482-9485

**-CONFIDENTIALITY NOTICE-**

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*If you have received this transmission in error, please notify the sender immediately and destroy this transmission along with its contents, and delete from your system, if applicable.*

**GDOE 0125**

----- Forwarded message -----

From: **Kit Casin** <kit.casin@jjglobal.services>

Date: Thu, Dec 26, 2024 at 7:16 PM

Subject: Fwd: GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 2)

To: <aequinata@gdoe.net>

Cc: admin JJ Global Services <admin@jjglobal.services>, Luis Bustamante <luis.bustamante@jjglobal.services>, Shaelane Zacarias <shaelane@jjglobal.services>

[Quoted text hidden]

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 **Amendment 2.pdf**  
2308K



Anthony E. Quinata <aequinata@gdoe.net>

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## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 2 Updated page 2)

---

Anthony E. Quinata <aequinata@gdoe.net>

Thu, Dec 26, 2024 at 4:18 PM

Cc: Procurement <procurement@gdoe.net>

Bcc: propertyprosgu@gmail.com, JTEDGROUP@gmail.com, Lagu Admin <ADMIN@laguguam.com>, ami@amiguam.com, Clifford Guzman <cguzman@gfsgroup.com>, Jay Oliver Mariano <jmariano@gfsgroup.com>, ALEX THOMAS <guamcleaningmasters@yahoo.com>, jjg@teleguam.net, gemma conlu <conlugemma@yahoo.com>, luckychutaro@gmail.com, jeffpaeste@jmiguam.com, georgeilao@jmiguam.com, edilao@jmiguam.com, jeangrape@jmiguam.com, bethblas@jmiguam.com, dwc0961@gmail.com, johnchar1@hotmail.com, marianasirrigationlandscape@gmail.com, Richard Mesa <richardmesa@jmiguam.com>, cguzman@galaidegroup.com, adminasst@advance.com, pisas1987@gmail.com, admin@jiglobal.services, info@pfmguam.com, rhea.backe@pecconsulting.org, ljaguon1333@gmail.com, bma.hvac.services@gmail.com, greencommunityengineers@gmail.com, Vic Wang <vic.ecosolarworld@gmail.com>, Mark Monsanto <mark.monsanto@coretechintl.com>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, lin.perez@me.com, admin@harvestguam.com

**Hafa Adai Prospective Bidders,**

**Kindly see Amendment 2 for IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, please acknowledge receipt of this email.**

Revised Page 2 to show Amendment 2.

Respectfully,

Anthony E. Quinata

Buyer Supervisor II - GDOE, Supply Management Division

**Address:** 501 Mariner Ave Barrigada Guam 96913-1608

**Phone:** (671) 300-5817 **Fax:** (671) 472-5001 **Email:** [aequinata@gdoe.net](mailto:aequinata@gdoe.net)

**Website:** [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management)

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 scan\_aequinata\_2024-12-26-16-13-04.pdf  
167K

**GDOE 0127**



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438



CARMEN T. CHARFAUROS  
Supply Management Administrator

December 26, 2024

**AMENDMENT 2**

**Prospective Bidder:**

Kindly refer to our **IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities**, a copy of which was obtained by your company for consideration, changes to the bid form to reflect the right Schools for Regions 5 & 7, please see the from and to on attachments.



## NOTICE OF CONFIDENTIAL MATERIAL WITHHELD

Title 2 of the Guam Administrative Rules and Regulations (“GARR”) Division (“Div.”) 4 Section (“§”) 12104(c) (6) states:

If the Appellant or the Agency considers that the Appeal, the Procurement File, the Agency Report, or any other report or material submitted contains material which shall be withheld pursuant to law or regulation, a statement advising of this fact must be affixed to the front page of the document and the allegedly exempted information must be so identified wherever it appears.

*See* 2 GAR Div. 4 § 12104(c) (6).

Invitation for Bid (“IFB”) 002-2025 for Grounds Maintenance Services for Various Guam Department of Education (“GDOE”) Public Schools and Support Facilities scheduled bid opening for January 8, 2025. *See* Declaration of GDOE Buyer Supervisor II, Anthony Quinata (March 25, 2025). However, on January 6, 2025, JJ Global Services protested the IFB, prior to bid opening. *Id.* Pursuant to Guam law, the IFB is in an automatic stay pending the final resolution of the protest. 5 GCA § 5429(g). Guam procurement regulations state each bid shall be time-stamped, but not opened and shall be stored in a secure place until the time and date set for bid opening; and unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials, such offers shall not be disclosed to unauthorized persons. *See* 2 GAR Div. 4 §§ 3109(l) (1) & 3109(t) (3).

Therefore and based on the above, GDOE respectfully submits that the sealed bids received for the IFB are confidential because the protest preceded bid opening. The sealed and confidential information withheld is identified in the procurement record at item 6 in the table of contents as “Each bid or proposal received.”



Anthony E. Quinata <aequinata@gdoe.net>

---

**GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Publication)**

---

Jess Tedpahogo <jtedgroup@gmail.com>  
To: "Anthony E. Quinata" <aequinata@gdoe.net>

Fri, Dec 20, 2024 at 1:04 PM

Hafa Adai:  
Thank you for the info. Have a blessed Merry Christmas.

Jess

[Quoted text hidden]

[Quoted text hidden]

Guam Department of Education



Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] Ref: IFB 002-2025**

1 message

---

**Property Pros, LLC** <propertyprosgu@gmail.com>  
To: "aequinata@gdoe.net" <aequinata@gdoe.net>

Fri, Dec 20, 2024 at 10:10 AM

Hafa adai Anthony,

Just to confirm, IFB 002-2025 is for regions 1, 2 and 3 only, correct?

There are 7 regions and 2 facilities listed in Attachment A. However, Attachment B has only regions 1, 2 and 3 for bid.

Thank you,  
Jon



Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] GDOE: Pre-protest Notice of Discrepancies and Request for Resolution Regarding IFB 002- 2025 and Prior Contractual Agreements for IFB 007-2023.**

2 messages

---

Luis Bustamante <luis.bustamante@jjglobal.services>

Fri, Dec 20, 2024 at 12:41 PM

To: mwpaul@gdoe.net

Cc: keswanson@gdoe.net, "Yolanda M. Duenas" <yolanda.duenas@gdoe.net>, Kit Casin <kit.casin@jjglobal.services>, ctcharfauros@gdoe.net, "Jimmy D. Pangelinan" <jimd.pangelinan@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>, Raymond R Meno <rrmeno@gdoe.net>, "Karla A.V. Tydingco" <kvtydingco@gdoe.net>, Kit Casin <rachel@jjglobal.services>, marccrisostomo@gdoe.net

Dear Mr. Paul,

Hafa Adai & Season's Greetings!

We hope this email finds you well.

We would like to bring to your attention a serious discrepancy between the recently released Invitation for Bid (IFB) 002-2025 and prior agreements and communications regarding our existing grounds maintenance contract (IFB 007-2023). This discrepancy has significant implications for our ongoing service provision.

For your review, please find attached a detailed letter outlining our concerns and the potential impact on our contractual obligations.

We appreciate your prompt attention to this urgent matter and kindly request that you confirm receipt of this email at your earliest convenience.

Should you require any additional information or have further inquiries, please do not hesitate to reach out to me directly.

Thank you for your understanding and cooperation.

Best regards,

*Luis E. Bustamante*

President/Owner

**JJ Global Services**

P.O. Box 217881 GMF

Barrigada, Guam 96921

Tel: (671) 632-1179

Fax: (671) 632-3550

---

 Letter to GDOE - Dec 19, 2024 (2).pdf  
720K

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Morgan W. Paul (Deputy Supt., FAS) <mwpaul@gdoe.net>

Fri, Dec 20, 2024 at 2:14 PM

To: "Matthew E. Wolff" <mewolff@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>

Cc: "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>

Matt,

**GDOE 0132**

Can we please meet sometime this afternoon or early Monday morning to address this legal complaint from JJ Global?

Thanks!

Wade

M. WADE BORJA PAUL

Deputy Superintendent, Finance and Administrative Services

Guam Department of Education

501 Mariner Ave, Barrigada Guam USA 96913-1608

Desk: (671) 300-1556

***"Keep life's helicopter in aerodynamic trim to stay resilient to life's prevailing winds and ultimately arrive at your planned destination."***

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Guam Department of Education

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Guam Department of Education

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 Letter to GDOE - Dec 19, 2024 (2).pdf  
720K

December 19, 2024



MR. MORGAN PAUL  
Deputy Superintendent For Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue  
Barrigada GU USA 96913

Subject: Pre-protest Notice of Discrepancies and Request for Resolution Regarding IFB 002-2025 and Prior Contractual Agreements for IFB 007-2023.

Dear Mr. Paul,

We would like to bring to your attention a serious discrepancy between the recently released Invitation for Bid IFB 002-2025 and prior agreements and communications regarding our existing grounds maintenance contract (IFB 007-2023), which has significant implications for our ongoing service provision.

- Potential Violation of Contractual Rights Due to Lack of Notice: Our letter of November 23, 2024 formally raised concerns regarding the complete absence of formal notification concerning GDOE's decision not to exercise the first option year of our contract (IFB 007-2023, originally a one base year plus two option years agreement). This lack of notification is a significant breach of contract and potentially a direct violation of the Guam Procurement Law. We have received no response to this communication to date.
- Instruction to Continue Services and Enrollment in Second Option Year: We received direct instruction from GDOE to continue providing services under IFB 007-2023 while awaiting issuance of a PO. This new direction, coupled with our continued performance of services, effectively constituted our enrollment in the second option year of the contract (IFB 007-2023); therefore, a legally binding agreement for the second option year was established.
- Binding Agreements with GDOE's Procurement Group: During a recent meeting with your Procurement Group, specific terms were agreed upon concerning our continued services under IFB 007-2023. These terms explicitly stated that a Purchase Order (PO) would be issued for the schools currently serviced by JJ Global, and that these same regions would be excluded from any subsequent re-solicitation. We firmly believe these agreements are binding, and any deviation constitutes a breach of contract.



Given the aforementioned points, the inclusion of our currently serviced school regions in the recently released solicitation (IFB 002-2025) directly contradicts prior agreements and creates a highly prejudicial situation. Furthermore, no formal notice of amendment to IFB 007-2023 has been executed to reflect any changes to our contractual agreement. We therefore formally request GDOE to immediately amend IFB 002-2025 to exclude the two regions currently under contract with JJ Global and execute a formal notice of amendment for IFB 007-2023 to reflect any agreed-upon changes. This action is essential to rectify this discrepancy and prevent disruption of vital services for GDOE students.

We are committed to maintaining a positive working relationship with GDOE and prefer to resolve this matter amicably. However, we must protect our contractual rights and the interests of our employees.

We request a written response confirming the withdrawal of the relevant portions of IFB 002-2025 by 5:00 PM on Monday, December 23, 2024. Failure to receive such confirmation will leave us no option but to pursue all available legal remedies.

We appreciate your prompt attention to this urgent matter.

Sincerely,

A handwritten signature in cursive script that reads "Luis R. Bustamante".

LUIS R. BUSTAMANTE  
President and CEO  
JJ Global Services, Inc.





Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] Automatic reply: GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 1)**

1 message

---

**Romeo I. Orlando** <romeooriondo@jmiguam.com>  
To: "Anthony E. Quinata" <aequinata@gdoe.net>

Mon, Dec 23, 2024 at 12:03 PM

Hafa Adai!

Thank you for your email. I will be out of the office from 12/23/24 to 1/3/25 and will have limited access to my email.

If you require immediate assistance please call our office 671-646-6400.

**GDOE 0136**



Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Amendment 1)

---

Anthony E. Quinata <aequinata@gdoe.net>

Mon, Dec 23, 2024 at 12:03 PM

Cc: Procurement <procurement@gdoe.net>

Bcc: propertyprosgu@gmail.com, JTEDGROUP@gmail.com, Lagu Admin <ADMIN@laguguam.com>, ami@amiguam.com, Monty McDowell <monty.mcdowell@amiguam.com>, Clifford Guzman <cguzman@gfsgroup.com>, Jay Oliver Mariano <jmariano@gfsgroup.com>, ALEX THOMAS <guamcleaningmasters@yahoo.com>, jgg@teleguam.net, gemma conlu <conlugemma@yahoo.com>, luckychutaro@gmail.com, jeffpaeste@jmiguam.com, georgeilao@jmiguam.com, edilao@jmiguam.com, jeangrape@jmiguam.com, bethblas@jmiguam.com, dwc0961@gmail.com, johnchar1@hotmail.com, marianasirrigationlandscape@gmail.com, Richard Mesa <richardmesa@jmiguam.com>, cguzman@galaidegroup.com, adminasst@advance.com, pisas1987@gmail.com, admin@jgglobal.services, info@pfmguam.com, rhea.backe@pecconsulting.org, ljaguon1333@gmail.com, bma.hvac.services@gmail.com, greencommunityengineers@gmail.com, Vic Wang <vic.ecosolarworld@gmail.com>, Mark Monsanto <mark.monsanto@coretechintl.com>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, lin.perez@me.com

**Hafa Adai Prospective Bidders,**

**Kindly see Amendment 1 for IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, please acknowledge receipt of this email.**

**Note: All Amendments sent out must be signed and returned to [aequinata@gdoe.net](mailto:aequinata@gdoe.net)**

You may also download Amendment 1 at [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management) under formal solicitation for IFB 002-2025.

Respectfully,

Anthony E. Quinata

Buyer Supervisor II - GDOE, Supply Management Division

**Address:** 501 Mariner Ave Barrigada Guam 96913-1608

**Phone:** (671) 300-5817 **Fax:** (671) 472-5001 **Email:** [aequinata@gdoe.net](mailto:aequinata@gdoe.net)

**Website:** [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management)

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 **Amendment 1.pdf**  
2078K

**GDOE 0137**



Anthony E. Quinata <aequinata@gdoe.net>

---

## Notice of Termination

6 messages

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Yolanda M. Duenas <ymduenas@gdoe.net>

Mon, Jan 6, 2025 at 12:34 PM

To: Luis Bustamante <luis.bustamante34@gmail.com>, Luis Bustamante <luis.bustamante@jjglobal.services>

Cc: "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>,"

"Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson (Superintendent)"

<keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T.

Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo"

<john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>

Good Afternoon Mr. Bustamante,

Please find attached memorandum from the Deputy Superintendent of Finance & Administrative Services, regarding the subject: Notice of Termination.

Should you have any questions or require further clarification, feel free to reach out.

**PLEASE CONFIRM RECEIPT OF THIS EMAIL\***

**Yolanda Mendiola Duenas**

**Program Coordinator II**

Guam Department of Education

Facilities & Maintenance Division

501 Mariner Ave

Barrigada, Guam 96913

**Direct Line: (671) 300-2466**

**ymduenas@gdoe.net**

Guam Department of Education

---

 **Memorandum - JJ Global \_ Notice of Termination.pdf**

30K

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Yolanda M. Duenas <ymduenas@gdoe.net>

Mon, Jan 6, 2025 at 12:51 PM

To: Luis Bustamante <luis.bustamante34@gmail.com>, Luis Bustamante <luis.bustamante@jjglobal.services>,"

"kit.casin@jjglobal.services" <kit.casin@jjglobal.services>, Florenda Miranda <flor@jjglobal.services>

Cc: "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>,"

"Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson (Superintendent)"

<keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T.

Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo"

<john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>

**SUBJECT: Follow-Up on Memorandum Delivery to Mr. Bustamante**

Hello Everyone,

I would like to inform you that I have contacted JJ Global's main office to verify and ensure that Mr. Bustamante receives and reads the email I sent to both of his email addresses. During the call, Ms. Flor mentioned that I should

**GDOE 0138**

copy Ms. Kit Casin and herself on this email to ensure that Mr. Bustamante receives the memorandum, as sometimes he does not access his email in a timely manner.

Please kindly assist in confirming that the memorandum is received by Mr. Bustamante.

Regards,

**PLEASE CONFIRM RECEIPT OF THIS EMAIL\***

**Yolanda Mendiola Duenas**  
**Program Coordinator II**  
Guam Department of Education  
Facilities & Maintenance Division  
501 Mariner Ave  
Barrigada, Guam 96913  
**Direct Line: (671) 300-2466**  
**ymduenas@gdoe.net**

[Quoted text hidden]

---

**Kit Casin** <kit.casin@jiglobal.services> Mon, Jan 6, 2025 at 3:05 PM  
To: "Yolanda M. Duenas" <ymduenas@gdoe.net>  
Cc: Luis Bustamante <luis.bustamante34@gmail.com>, Luis Bustamante <luis.bustamante@jiglobal.services>, Florenda Miranda <flor@jiglobal.services>, "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>

Hi Yolanda,

There's no attachment on this email. please resend again.

Should you need further assistance or inquiries, please do not hesitate to contact me.

Thank you

Best Regards,

Kit Casin  
AGM / Executive Secretary  
Office no. (671)632-1179  
Cell no. (671) 482-9485

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[Quoted text hidden]

**Yolanda M. Duenas** <ymduenas@gdoe.net>

Mon, Jan 6, 2025 at 3:20 PM

To: kit.casin@jjglobal.services, Florenda Miranda <flor@jjglobal.services>, Luis Bustamante <luis.bustamante34@gmail.com>, Luis Bustamante <luis.bustamante@jjglobal.services>

Cc: "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbacruz@gdoe.net>

Good Afternoon Ms. Kit,

Here is the attachment. I spoke to Flor earlier and she confirmed that she received it.

**PLEASE CONFIRM RECEIPT OF THIS EMAIL\***

**Yolanda Mendiola Duenas**

**Program Coordinator II**

Guam Department of Education

Facilities & Maintenance Division

501 Mariner Ave

Barrigada, Guam 96913

**Direct Line: (671) 300-2466**

ymduenas@gdoe.net

## **Forwarded Conversation**

**Subject: Notice of Termination**

From: **Yolanda M. Duenas** <ymduenas@gdoe.net>

Date: Mon, Jan 6, 2025 at 12:34 PM

To: Luis Bustamante <luis.bustamante34@gmail.com>, Luis Bustamante <luis.bustamante@jjglobal.services>

Cc: Morgan W. Paul (Deputy Supt., FAS) <mwpaul@gdoe.net>, Mark C. Crisostomo <marccrisostomo@gdoe.net>, Jimmy D. Pangelinan <jimdpangelinan@gdoe.net>, Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>, James L.G. Stake <jlgstake@gdoe.net>, Matthew E. Wolff <mewolff@gdoe.net>, Carmen T. Charfauros <ctcharfauros@gdoe.net>, Anthony E. Quinata <aequinata@gdoe.net>, John M. Palomo <john.palomo@gdoe.net>, Nikolas B. Cruz <nbacruz@gdoe.net>

Good Afternoon Mr. Bustamante,

Please find attached memorandum from the Deputy Superintendent of Finance & Administrative Services, regarding the subject: Notice of Termination.

Should you have any questions or require further clarification, feel free to reach out.

**PLEASE CONFIRM RECEIPT OF THIS EMAIL\***

**Yolanda Mendiola Duenas**

**Program Coordinator II**

Guam Department of Education

Facilities & Maintenance Division

501 Mariner Ave

**GDOE 0140**

Barrigada, Guam 96913  
**Direct Line: (671) 300-2466**  
ymduenas@gdoe.net

---

From: **Yolanda M. Duenas** <ymduenas@gdoe.net>  
Date: Mon, Jan 6, 2025 at 12:51 PM  
To: Luis Bustamante <luis.bustamante34@gmail.com>, Luis Bustamante <luis.bustamante@jjglobal.services>, kit.casin@jjglobal.services <kit.casin@jjglobal.services>, Florenda Miranda <flor@jjglobal.services>  
Cc: Morgan W. Paul (Deputy Supt., FAS) <mwpaul@gdoe.net>, Mark C. Crisostomo <marccrisostomo@gdoe.net>, Jimmy D. Pangelinan <jimdangelinan@gdoe.net>, Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>, James L.G. Stake <jlgstake@gdoe.net>, Matthew E. Wolff <mewolff@gdoe.net>, Carmen T. Charfauros <ctcharfauros@gdoe.net>, Anthony E. Quinata <aequinata@gdoe.net>, John M. Palomo <john.palomo@gdoe.net>, Nikolas B. Cruz <nbcruz@gdoe.net>

**SUBJECT: Follow-Up on Memorandum Delivery to Mr. Bustamante**

Hello Everyone,

I would like to inform you that I have contacted JJ Global's main office to verify and ensure that Mr. Bustamante receives and reads the email I sent to both of his email addresses. During the call, Ms. Flor mentioned that I should copy Ms. Kit Casin and herself on this email to ensure that Mr. Bustamante receives the memorandum, as sometimes he does not access his email in a timely manner.

Please kindly assist in confirming that the memorandum is received by Mr. Bustamante.

Regards,

**PLEASE CONFIRM RECEIPT OF THIS EMAIL\***

**Yolanda Mendiola Duenas**  
**Program Coordinator II**  
Guam Department of Education  
Facilities & Maintenance Division  
501 Mariner Ave  
Barrigada, Guam 96913  
**Direct Line: (671) 300-2466**  
ymduenas@gdoe.net

---

From: **Kit Casin** <kit.casin@jjglobal.services>  
Date: Mon, Jan 6, 2025 at 3:05 PM  
To: Yolanda M. Duenas <ymduenas@gdoe.net>  
Cc: Luis Bustamante <luis.bustamante34@gmail.com>, Luis Bustamante <luis.bustamante@jjglobal.services>, Florenda Miranda <flor@jjglobal.services>, Morgan W. Paul (Deputy Supt., FAS) <mwpaul@gdoe.net>, Mark C. Crisostomo <marccrisostomo@gdoe.net>, Jimmy D. Pangelinan <jimdangelinan@gdoe.net>, Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>, James L.G. Stake <jlgstake@gdoe.net>, Matthew E. Wolff <mewolff@gdoe.net>, Carmen T. Charfauros <ctcharfauros@gdoe.net>, Anthony E. Quinata <aequinata@gdoe.net>, John M. Palomo <john.palomo@gdoe.net>, Nikolas B. Cruz <nbcruz@gdoe.net>

**GDOE 0141**



Hi Yolanda,

There's no attachment on this email. please resend again.

Should you need further assistance or inquiries, please do not hesitate to contact me.

Thank you

Best Regards,

Kit Casin  
AGM / Executive Secretary  
Office no. (671)632-1179  
Cell no. (671) 482-9485

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Guam Department of Education

Guam Department of Education

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 **Memorandum - JJ Global \_Notice of Termination.pdf**  
30K

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**Kit Casin** <kit.casin@jjglobal.services>

Mon, Jan 6, 2025 at 3:25 PM

To: "Yolanda M. Duenas" <ymduenas@gdoe.net>

Cc: Florenda Miranda <flor@jjglobal.services>, Luis Bustamante <luis.bustamante34@gmail.com>, Luis Bustamante <luis.bustamante@jjglobal.services>, "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>

acknowledge receipt of your email.

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[Quoted text hidden]

---

**Yolanda M. Duenas** <ymduenas@gdoe.net>

Mon, Jan 6, 2025 at 3:28 PM

To: Kit Casin <kit.casin@jjglobal.services>

Cc: Florenda Miranda <flor@jjglobal.services>, Luis Bustamante <luis.bustamante34@gmail.com>, Luis Bustamante <luis.bustamante@jjglobal.services>, "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>, "Mark C. Crisostomo"

**GDOE 0142**



<marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>

Noted.

Thank you,

*PLEASE CONFIRM RECEIPT OF THIS EMAIL\**

**Yolanda Mendiola Duenas**  
**Program Coordinator II**  
Guam Department of Education  
Facilities & Maintenance Division  
501 Mariner Ave  
Barrigada, Guam 96913  
**Direct Line: (671) 300-2466**  
**ymduenas@gdoe.net**

[Quoted text hidden]

Guam Department of Education



**DEPARTMENT OF EDUCATION**  
**Deputy Superintendent of Finance & Administrative Services**

501 Mariner Avenue, Bldg. A  
Barrigada, Guam 96913  
Tel: (671) 300-1560 | Fax: (671) 472-5001  
[www.gdoe.net](http://www.gdoe.net)



**M. WADE BORJA PAUL**  
DFAS, GDOE

January 6, 2025

**MEMORANDUM FOR: JJ Global Services, Inc., Guam ATTN: Mr. Luis R. Bustamante**

**SUBJECT: Notice of Termination**

Dear Mr. Bustamante,

We regret to inform you that the Letter of Continuance issued by the GDOE Procurement Office, dated September 27th, 2024, will be terminated, effective **January 7th, 2025**. (*Please see IFB 002-2025.*)

If you have any questions or require further clarification, please do not hesitate to reach out to our office at your earliest convenience.

Thank you for your understanding.

Sincerely,

**M. WADE BORJA PAUL**  
Deputy Superintendent of Finance & Administrative Services  
Guam Department of Education

**GDOE 0144**



Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] GDOE: LETTER TO PROTEST IFB NO. 002-2025**

---

**Luis Bustamante** <luis.bustamante@jjglobal.services>

Mon, Jan 6, 2025 at 11:49 PM

To: "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>

Cc: "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbacruz@gdoe.net>, Florenda Miranda <flor@jjglobal.services>, admin JJ Global Services <admin@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>, Kit Casin <kit.casin@jjglobal.services>

Hafa Adai Mr. Paul,

I hope this email finds you well.

We are reaching out to formally lodge a protest concerning the issuance and proceedings related to IFB 002-2025. The inclusion of regions currently covered under JJ Global's existing contract in this solicitation raises significant concerns about compliance with procurement laws and the assurances previously provided by the Guam Department of Education (GDOE).

Please find our formal letter of protest attached for your review and consideration.

We appreciate your prompt attention to this matter and look forward to your response.

Should you need further assistance or inquiries, please do not hesitate to contact me.

Thank you

Best Regards,

*Luis E. Bustamante*

President/Owner

**JJ Global Services**

P.O. Box 217881 GMF

Barrigada, Guam 96921

Tel: (671) 632-1179

Fax: (671) 632-3550

---

 letter of protest to gdoe Jan 6 2025.pdf  
158K

**GDOE 0145**



January 6, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue  
Barrigada GU USA 96913

Subject: Letter of Protest Regarding Grounds Maintenance Services and Procurement Issues

Dear Mr. Paul,

We are writing to formally protest the issuance and proceedings related to IFB 002-2025. The inclusion of regions currently under JJ Global's existing contract in this solicitation raises serious concerns regarding compliance with procurement laws and the assurances previously provided by the Guam Department of Education (GDOE).

#### GROUNDNS FOR PROTEST

##### 1. Inclusion of Regions Under IFB 007-2023

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract. We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude the nine schools. However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. As a result, JJ Global is being placed in an awfully disadvantaged position.

##### 2. Undermining Contractual Commitments

Your department explicitly directed JJ Global to continue services under IFB 007-2023, establishing a binding agreement for the second option year. The issuance of IFB 002-2025 disregards this agreement and threatens the continuity of essential grounds maintenance services.

##### 3. Violation of Procurement Integrity

The overlapping scope between IFB 002-2025 and the regions currently under IFB 007-2023 undermines transparency and fairness in the procurement process. This action disregards the



### ACTIONS SOUGHT

To address this matter and restore compliance with procurement policies, we request the following immediate actions:

1. Amend IFB 002-2025 to exclude all regions currently under JJ Global's contract (IFB 007-2023).
2. Suspend All Proceedings Related to IFB 002-2025 until this protest is fully resolved.

### DEADLINE FOR RESPONSE

We require a written response confirming your commitment to these actions no later than 5:00 PM on Friday, January 24, 2024. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue to the Office of Public Accountability (OPA) and pursue all available legal remedies.

JJ Global is committed to ensuring uninterrupted grounds maintenance services for GDOE schools. We urge GDOE to uphold its obligations under Guam Procurement Law and ensure fair and lawful procurement practices.

We await your prompt response.

Respectfully,

A handwritten signature in black ink that reads 'Luis E. Bustamante'.

LUIS E. BUSTAMANTE  
President and CEO



Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] GDOE: LETTER TO PROTEST IFB NO. 002-2025**

---

**Luis Bustamante** <luis.bustamante@jjglobal.services>

Mon, Jan 6, 2025 at 11:57 PM

To: "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>

Cc: "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>, Florenda Miranda <flor@jjglobal.services>, admin JJ Global Services <admin@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>, Kit Casin <kit.casin@jjglobal.services>

Hafa Adai Mr. Paul,

I hope this email finds you in good health.

We are reaching out to request clarification regarding the Letter of Termination dated January 6, 2024, which discontinues JJ Global's grounds maintenance services for nine schools.

This decision comes as a surprise, particularly since our team had already commenced services this week in good faith.

Please find attached our Letter of Re-Discontinuance for your reference.

We would appreciate your prompt attention to this matter and look forward to your response.

Should you need further assistance or inquiries, please do not hesitate to contact me.

Thank you

Best Regards,

*Luis E. Bustamante*

President/Owner

**JJ Global Services**

P.O. Box 217881 GMF

Barrigada, Guam 96921

Tel: (671) 632-1179

Fax: (671) 632-3550

[Quoted text hidden]

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 **letter to gdoe re discontinuan Jan 6 2025.pdf**  
132K

**GDOE 0148**



January 6, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue  
Barrigada GU USA 96913

Subject: Request for Clarification on Termination of Grounds Maintenance Services

Dear Mr. Paul,

We are writing to request clarification regarding the Letter of Termination dated January 6, 2024, discontinuing JJ Global's grounds maintenance services for nine schools. This decision is unexpected, especially as our team had already commenced services this week in good faith.

Specific Clarifications Requested

1. The specific reasons for the termination of services.
2. How this decision aligns with existing agreements and prior communications from GDOE.
3. The status of services already rendered and plans to address operational disruptions.

We kindly request a written response by 5:00 PM on Tuesday, January 9, 2024, to allow us to address this matter promptly.

JJ Global remains committed to supporting GDOE and ensuring safe, well-maintained school grounds. We look forward to your response.

Respectfully,

A handwritten signature in black ink that reads 'Luis E. Bustamante'.

LUIS E. BUSTAMANTE  
President and CEO





Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] GDOE: LETTER TO PROTEST IFB NO. 002-2025**

---

**Luis Bustamante** <luis.bustamante@jjglobal.services>

Tue, Jan 7, 2025 at 12:08 AM

To: "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>

Cc: "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>, Florenda Miranda <flor@jjglobal.services>, admin JJ Global Services <admin@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>, Kit Casin <kit.casin@jjglobal.services>

Hafa Adai Mr. Paul,

Apologies for any confusion earlier.

Please find the revised letter attached for your reference.

Should you need any further information or clarification, please feel free to let me know.

Thank you

Best Regards,

*Luis E. Bustamante*

President/Owner

**JJ Global Services**

P.O. Box 217881 GMF

Barrigada, Guam 96921

Tel: (671) 632-1179

Fax: (671) 632-3550

On Mon, Jan 6, 2025 at 11:49 PM Luis Bustamante <luis.bustamante@jjglobal.services> wrote:

[Quoted text hidden]

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 **letter of protest to gdoe Jan 6 2025 (3).pdf**  
158K

**GDOE 0150**



January 6, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue  
Barrigada GU USA 96913

Subject: Letter of Protest Regarding Grounds Maintenance Services and Procurement Issues

Dear Mr. Paul,

We are writing to formally protest the issuance and proceedings related to IFB 002-2025. The inclusion of regions currently under JJ Global's existing contract in this solicitation raises serious concerns regarding compliance with procurement laws and the assurances previously provided by the Guam Department of Education (GDOE).

GROUNDNS FOR PROTEST

1. Inclusion of Regions Under IFB 007-2023

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract. We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude the nine schools. However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. As a result, JJ Global is being placed in an awfully disadvantaged position.

2. Undermining Contractual Commitments

Your department explicitly directed JJ Global to continue services under IFB 007-2023, establishing a binding agreement for the second option year. The issuance of IFB 002-2025 disregards this agreement and threatens the continuity of essential grounds maintenance services.

3. Violation of Procurement Integrity

The overlapping scope between IFB 002-2025 and the regions currently under IFB 007-2023 undermines transparency and fairness in the procurement process. This action disregards the



principles of Guam Procurement Law, which require consistency and adherence to contractual obligations.

### ACTIONS SOUGHT

To address this matter and restore compliance with procurement policies, we request the following immediate actions:

1. Amend IFB 002-2025 to exclude all regions currently under JJ Global's contract (IFB 007-2023).
2. Suspend All Proceedings Related to IFB 002-2025 until this protest is fully resolved.

### DEADLINE FOR RESPONSE

We require a written response confirming your commitment to these actions no later than 5:00 PM on Friday, January 24, 2024. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue to the Office of Public Accountability (OPA) and pursue all available legal remedies.

JJ Global is committed to ensuring uninterrupted grounds maintenance services for GDOE schools. We urge GDOE to uphold its obligations under Guam Procurement Law and ensure fair and lawful procurement practices.

We await your prompt response.

Respectfully,

A handwritten signature in black ink that reads 'Luis E. Bustamante'.

LUIS E. BUSTAMANTE  
President and CEO



Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] GDOE: LETTER TO PROTEST IFB NO. 002-2025**

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**Anthony E. Quinata** <aequinata@gdoe.net>  
To: Legal Admin <legal-admin@gdoe.net>  
Cc: Procurement <procurement@gdoe.net>

Tue, Jan 7, 2025 at 10:40 AM

**GDOE 0153**

Hafa Adai Legal,

Kindly see the Protest Letter submitted by JJ Global below for IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, I will send out the Notice of Stay before the bid opening today to all vendors that submitted a bid package.

Respectfully,

**Anthony E. Quinata**

Buyer Supervisor II - GDOE, Supply Management Division

**Address:** 501 Mariner Ave Barrigada Guam 96913-1608

**Phone:** (671) 300-5817 **Fax:** (671) 472-5001 **Email:** [aequinata@gdoe.net](mailto:aequinata@gdoe.net)

**Website:** [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management)

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----- Forwarded message -----

From: **Luis Bustamante** <luis.bustamante@jjglobal.services>

Date: Mon, Jan 6, 2025 at 11:49 PM

Subject: [EMAIL EXTERNAL] GDOE: LETTER TO PROTEST IFB NO. 002-2025

To: Morgan W. Paul (Deputy Supt., FAS) <mwpaul@gdoe.net>

Cc: Mark C. Crisostomo <marccrisostomo@gdoe.net>, Jimmy D. Pangelinan <jimdpangelinan@gdoe.net>, Dr. Kenneth E. Swanson, Superintendent, <keswanson@gdoe.net>, James L.G. Stake <jlgstake@gdoe.net>, Matthew E. Wolff <mewolff@gdoe.net>, Carmen T. Charfauros <ctcharfauros@gdoe.net>, Anthony E. Quinata <aequinata@gdoe.net>, John M. Palomo <john.palomo@gdoe.net>, Nikolas B. Cruz <nbcruz@gdoe.net>, Florenda Miranda <flor@jjglobal.services>, admin JJ Global Services <admin@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>, Kit Casin <kit.casin@jjglobal.services>

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 **letter of protest to gdoe Jan 6 2025.pdf**  
158K

**GDOE 0154**



January 6, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue  
Barrigada GU USA 96913

Subject: Letter of Protest Regarding Grounds Maintenance Services and Procurement Issues

Dear Mr. Paul,

We are writing to formally protest the issuance and proceedings related to IFB 002-2025. The inclusion of regions currently under JJ Global's existing contract in this solicitation raises serious concerns regarding compliance with procurement laws and the assurances previously provided by the Guam Department of Education (GDOE).

GROUNDS FOR PROTEST

1. Inclusion of Regions Under IFB 007-2023

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract. We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude the nine schools. However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. As a result, JJ Global is being placed in an awfully disadvantaged position.

2. Undermining Contractual Commitments

Your department explicitly directed JJ Global to continue services under IFB 007-2023, establishing a binding agreement for the second option year. The issuance of IFB 002-2025 disregards this agreement and threatens the continuity of essential grounds maintenance services.

3. Violation of Procurement Integrity

The overlapping scope between IFB 002-2025 and the regions currently under IFB 007-2023 undermines transparency and fairness in the procurement process. This action disregards the



### ACTIONS SOUGHT

To address this matter and restore compliance with procurement policies, we request the following immediate actions:

1. Amend IFB 002-2025 to exclude all regions currently under JJ Global's contract (IFB 007-2023).
2. Suspend All Proceedings Related to IFB 002-2025 until this protest is fully resolved.

### DEADLINE FOR RESPONSE

We require a written response confirming your commitment to these actions no later than 5:00 PM on Friday, January 24, 2024. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue to the Office of Public Accountability (OPA) and pursue all available legal remedies.

JJ Global is committed to ensuring uninterrupted grounds maintenance services for GDOE schools. We urge GDOE to uphold its obligations under Guam Procurement Law and ensure fair and lawful procurement practices.

We await your prompt response.

Respectfully,

A handwritten signature in black ink that reads 'Luis E. Bustamante'.

LUIS E. BUSTAMANTE  
President and CEO





Anthony E. Quinata <aequinata@gdoe.net>

---

## GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Notice to Stay of Procurement)

3 messages

---

Anthony E. Quinata <aequinata@gdoe.net>

Tue, Jan 7, 2025 at 3:25 PM

Cc: Procurement <procurement@gdoe.net>

Bcc: propertyprosgu@gmail.com, Cherrie May Yumol <c.yumol.gcm@gmail.com>, ALEX THOMAS

<a.thomas.gcm@gmail.com>, Rowena Thomas <r.thomas.gcm@gmail.com>, kit.casin@jjglobal.services,

luis.bustamante@jjglobal.services, Florenda Miranda <flor@jjglobal.services>, "Morgan W. Paul (Deputy Supt., FAS)"

<mwypaul@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>, "Mark

C. Crisostomo" <marccrisostomo@gdoe.net>

Hafa Adai,

Kindly see the Notice of Stay of Procurement on attached document below for IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, due to Protest Submitted by vendor, please acknowledge the receipt and send it back to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

Note: Notice to Lift the Stay of Procurement will be sent out on a later date to all vendors who submitted a bid package for IFB 002-2025.

Respectfully,

Anthony E. Quinata

Buyer Supervisor II - GDOE, Supply Management Division

Address: 501 Mariner Ave Barrigada Guam 96913-1608

Phone: (671) 300-5817 Fax: (671) 472-5001 Email: [aequinata@gdoe.net](mailto:aequinata@gdoe.net)

Website: [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management)

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 IFB 002-2025 Notice of Stay of Procurement.pdf  
254K

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Rowena Thomas <r.thomas.gcm@gmail.com>

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Cc: Alex Thomas <a.thomas.gcm@gmail.com>

Tue, Jan 7, 2025 at 4:35 PM

**GDOE 0157**

Hafa Adai Mr. Quinata,

Please see attached acknowledgement receipt on Notice To Stay of Procurement.

Thank you,  
Rowena

[Quoted text hidden]

[Quoted text hidden]

Guam Department of Education

--

*Si Yu'us Ma'ase'*

**Rowena S. Thomas**

*Guam Cleaning Masters Inc.*

*Tel: 671.646.2002*

*Fax: 671.646.4707*

*Email: r.thomas.gcm@gmail.com*

---

 **IFB 002-2025 Notice of Stay of Procurement r1.pdf**  
426K

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**Property Pros, LLC** <propertyprosgu@gmail.com>  
To: "Anthony E. Quinata" <aequinata@gdoe.net>

Wed, Jan 8, 2025 at 9:45 AM

Good morning,

Please see attached acknowledgement.

Thank you,  
Jon

On Tue, Jan 7, 2025 at 3:26 PM Anthony E. Quinata <aequinata@gdoe.net> wrote:

[Quoted text hidden]

Guam Department of Education

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 **IFB 002-2025 Notice of Stay of Procurement.pdf**  
338K

**GDOE 0158**



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

January 7, 2025

**NOTICE OF STAY OF PROCUREMENT**

To: All Bidders

From: GDOE Office of Supply Management

Reference: Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities  
**Formal Invitation for Bid: GDOE IFB 002-2025**

This notice is to advise you that the Department has received a letter of protest regarding the referenced Invitation for Bid. Therefore, pursuant to 5 GCA S 5425(g), a "STAY OF PROCUREMENT" is hereby issued and shall remain in effect until the protest is resolved.

Once resolution of this matter is achieved, the Department will advise all Bidders.

Any questions or concerns regarding this matter may be directed to our office at (671) 475-0438.

Please acknowledge receipt of this NOTICE OF STAY OF PROCUREMENT for IFB 005-2024 by signing below and returning the signed via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

Sincerely,

CARMEN T. CHARFAUROS  
Supply Management Administrator

**Acknowledgement Receipt**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time



Anthony E. Quinata <aequinata@gdoe.net>

---

## **GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Notice to Stay of Procurement)**

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**Rowena Thomas** <r.thomas.gcm@gmail.com>  
To: "Anthony E. Quinata" <aequinata@gdoe.net>  
Cc: Alex Thomas <a.thomas.gcm@gmail.com>

Tue, Jan 7, 2025 at 4:35 PM

Hafa Adai Mr. Quinata,

Please see attached acknowledgement receipt on Notice To Stay of Procurement.

Thank you,  
Rowena

[Quoted text hidden]

[Quoted text hidden]

Guam Department of Education

--

*Si Yu'us Ma'ase'*

**Rowena S. Thomas**  
*Guam Cleaning Masters Inc.*  
Tel: 671.646.2002  
Fax: 671.646.4707  
Email: r.thomas.gcm@gmail.com

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 **IFB 002-2025 Notice of Stay of Procurement r1.pdf**  
426K



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

January 7, 2025

**NOTICE OF STAY OF PROCUREMENT**

To: All Bidders

From: GDOE Office of Supply Management

Reference: Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities  
**Formal Invitation for Bid: GDOE IFB 002-2025**

This notice is to advise you that the Department has received a letter of protest regarding the referenced Invitation for Bid. Therefore, pursuant to 5 GCA S 5425(g), a "STAY OF PROCUREMENT" is hereby issued and shall remain in effect until the protest is resolved.

Once resolution of this matter is achieved, the Department will advise all Bidders.

Any questions or concerns regarding this matter may be directed to our office at (671) 475-0438.

Please acknowledge receipt of this NOTICE OF STAY OF PROCUREMENT for IFB 005-2024 by signing below and returning the signed via email to [nequinata@gdoe.net](mailto:nequinata@gdoe.net).

Sincerely,

CARMEN T. CHARFAUROS  
Supply Management Administrator

**Acknowledgement Receipt**

**ROWENA S. THOMAS**

Print Name

Signature

01/07/2025

Date

4:25PM

Time



Anthony E. Quinata <aequinata@gdoe.net>

---

## **GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Notice to Stay of Procurement)**

---

Property Pros, LLC <propertyprosgu@gmail.com>

Wed, Jan 8, 2025 at 9:45 AM

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Good morning,

Please see attached acknowledgement.

Thank you,  
Jon

On Tue, Jan 7, 2025 at 3:26 PM Anthony E. Quinata <aequinata@gdoe.net> wrote:

[Quoted text hidden]

Guam Department of Education

---

 **IFB 002-2025 Notice of Stay of Procurement.pdf**  
338K



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

January 7, 2025

**NOTICE OF STAY OF PROCUREMENT**

To: All Bidders

From: GDOE Office of Supply Management

Reference: Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities  
**Formal Invitation for Bid: GDOE IFB 002-2025**

This notice is to advise you that the Department has received a letter of protest regarding the referenced Invitation for Bid. Therefore, pursuant to 5 GCA S 5425(g), a "STAY OF PROCUREMENT" is hereby issued and shall remain in effect until the protest is resolved.

Once resolution of this matter is achieved, the Department will advise all Bidders.

Any questions or concerns regarding this matter may be directed to our office at (671) 475-0438.

Please acknowledge receipt of this NOTICE OF STAY OF PROCUREMENT for IFB 005-2024 by signing below and returning the signed via email to [nequinata@gdoe.net](mailto:nequinata@gdoe.net).

Sincerely,

CARMEN T. CHARFAUROS  
Supply Management Administrator

**Acknowledgement Receipt**

Jonavan Terlaje

Print Name

Jonavan Terlaje  
signature

01/08/2025

Date

09:00am

Time





Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] GDOE IFB 002-2025 Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities, (Notice to Stay of Procurement)**

1 message

---

**Kit Casin** <kit.casin@jjglobal.services>

Wed, Jan 8, 2025 at 10:15 AM

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Cc: "Morgan W. Paul (Deputy Supt., FAS)" <mwppaul@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>, Florenda Miranda <flor@jjglobal.services>, admin JJ Global Services <admin@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>, Luis Bustamante <luis.bustamante@jjglobal.services>

Hafa Adai Mr. Quinata,

Acknowledged receipt of your email.

Please see attached our acknowledgement for your reference.

Should you need further assistance or inquiries, please do not hesitate to contact me.

Thank you

Best Regards,

Kit Casin  
AGM / Executive Secretary  
Office no. (671)632-1179  
Cell no. (671) 482-9485

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On Wed, Jan 8, 2025 at 9:46 AM Luis Bustamante <luis.bustamante@jjglobal.services> wrote:

Hafa Adai Mr. Paul,

I hope this email finds you well.

We are writing to follow up on the concerns raised in our initial protest regarding the procurement process. Specifically, timing conflicts have placed JJ Global in a significantly disadvantaged position, undermining both fairness and transparency.

**GDOE 0164**

These issues have led to multiple instances of unfair treatment, further intensifying the concerns outlined in our previous communication.

For your reference, please find the attached letter detailing our concerns.

We would appreciate the opportunity to discuss this matter further and look forward to your response. Should you require any additional information or assistance, please do not hesitate to contact me directly.

Thank you for your time and attention.

Best Regards,

*Luis E. Bustamante*

President/Owner

**JJ Global Services**

P.O. Box 217881 GMF

Barrigada, Guam 96921

Tel: (671) 632-1179

Fax: (671) 632-3550

On Tue, Jan 7, 2025 at 12:08 AM Luis Bustamante <luis.bustamante@jjglobal.services> wrote:

Hafa Adai Mr. Paul,

Apologies for any confusion earlier.

Please find the revised letter attached for your reference.

Should you need any further information or clarification, please feel free to let me know.

Thank you

Best Regards,

*Luis E. Bustamante*

President/Owner

**JJ Global Services**

P.O. Box 217881 GMF

Barrigada, Guam 96921

Tel: (671) 632-1179

Fax: (671) 632-3550

On Mon, Jan 6, 2025 at 11:49 PM Luis Bustamante <luis.bustamante@jjglobal.services> wrote:

Hafa Adai Mr. Paul,

I hope this email finds you well.

We are reaching out to formally lodge a protest concerning the issuance and proceedings related to IFB 002-2025. The inclusion of regions currently covered under JJ Global's existing contract in this solicitation raises significant concerns about compliance with procurement laws and the assurances previously provided by the Guam Department of Education (GDOE).

Please find our formal letter of protest attached for your review and consideration.

We appreciate your prompt attention to this matter and look forward to your response.

Should you need further assistance or inquiries, please do not hesitate to contact me.

Thank you

Best Regards,

**GDOE 0165**

*Luis E. Bustamante*

President/Owner

**JJ Global Services**

P.O. Box 217881 GMF

Barrigada, Guam 96921

Tel: (671) 632-1179

Fax: (671) 632-3550



**Acknowledgement - GDOE notice of stay of procurement.pdf**

273K



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)  
501 Mariner Avenue  
8-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

January 7, 2025

**NOTICE OF STAY OF PROCUREMENT**

To: All Bidders  
From: GDOE Office of Supply Management  
Reference: Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities  
Formal Invitation for Bid: GDOE IFB 002-2025

This notice is to advise you that the Department has received a letter of protest regarding the referenced Invitation for Bid. Therefore, pursuant to 5 GCA S 5425(g), a "STAY OF PROCUREMENT" is hereby issued and shall remain in effect until the protest is resolved.

Once resolution of this matter is achieved, the Department will advise all Bidders.

Any questions or concerns regarding this matter may be directed to our office at (671) 475-0438.

Please acknowledge receipt of this NOTICE OF STAY OF PROCUREMENT for IFB 005-2024 by signing below and returning the signed via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

Sincerely,

CARMEN T. CHARFAUROS  
Supply Management Administrator

**Acknowledgement Receipt**

LUIS E. BUSTMANTE

Print Name

Signature

JANUARY 7, 2025

Date

3:30 PM

Time



Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] GDOE: LETTER TO PROTEST IFB NO. 002-2025**

---

Luis Bustamante <luis.bustamante@jjglobal.services>

Wed, Jan 8, 2025 at 9:46 AM

To: "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>

Cc: "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "Anthony E. Quinata" <aequinata@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>, Florenda Miranda <flor@jjglobal.services>, admin JJ Global Services <admin@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>, Kit Casin <kit.casin@jjglobal.services>

Hafa Adai Mr. Paul,

I hope this email finds you well.

We are writing to follow up on the concerns raised in our initial protest regarding the procurement process. Specifically, timing conflicts have placed JJ Global in a significantly disadvantaged position, undermining both fairness and transparency.

These issues have led to multiple instances of unfair treatment, further intensifying the concerns outlined in our previous communication.

For your reference, please find the attached letter detailing our concerns.

We would appreciate the opportunity to discuss this matter further and look forward to your response. Should you require any additional information or assistance, please do not hesitate to contact me directly.

Thank you for your time and attention.

Best Regards,

*Luis E. Bustamante*

President/Owner  
**JJ Global Services**  
P.O. Box 217881 GMF  
Barrigada, Guam 96921  
Tel: (671) 632-1179  
Fax: (671) 632-3550

[Quoted text hidden]



2nd letter of protest to gdoe - bid cancellation Jan 7 2025 with signature.pdf

163K

**GDOE 0168**

January 7, 2025



M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue Barrigada GU USA 96913

Subject: Second Letter of Protest and Demand for Cancellation of IFB 002-2025 Due to Procedural Irregularities and Unfair Treatment

Dear Mr. Paul,

We are writing to formally escalate our protest against the issuance and proceedings related to IFB 002-2025, specifically requesting the cancellation of the bid. Procedural irregularities and timing conflicts have placed JJ Global in a significantly disadvantaged position, undermining fairness and transparency in the procurement process. These issues have resulted in multiple levels of unfair treatment, further compounding the concerns we raised in our initial protest.

PRIMARY GROUNDS FOR BID CANCELLATION

1. Procedural Irregularities and Timing Conflict

The issuance of GDOE's Letter of Termination of Services on January 6, 2025, with an effective date of January 7, 2025, coincided with the bid submission deadline for IFB 002-2025. This abrupt termination, occurring while JJ Global was already fulfilling its contractual obligations under IFB 007-2023, created a significant timing conflict and placed us at a substantial disadvantage in preparing a competitive bid.

As you may note, the issuance of a bid bond, a mandatory requirement for bid submission, typically takes 2-3 weeks to be processed by surety agencies. This timing overlap hindered our ability to secure the necessary financing and submit a timely and competitive bid.

This simultaneous termination of services and the bid deadline, while JJ Global was already performing our contractual duties, demonstrates a clear lack of adequate separation and spacing between these critical events orchestrated by GDOE. This situation violates fairness and transparency mandated under Guam Procurement Law. Moreover, proceeding with IFB 002-2025 under these circumstances risks operational disruption to critical services for schools, directly impacting GDOE's obligations to ensure uninterrupted maintenance.





## 2. Inappropriate Termination of Services

The Notice of Termination, issued on January 6, 2025, with an effective date of January 7, 2025, constitutes a clear violation of proper notification protocols. Given the exceptionally short notice period, GDOE failed to provide an adequate timeframe for terminating our existing contract. Moreover, the Notice of Termination does not clearly stipulate due cause for ending our services, further compounding the lack of clarity and fairness in this process. This abrupt action, coupled with the overlapping bid deadline, underscores multiple levels of unfair treatment, particularly considering that we had already begun fulfilling our contractual obligations in good faith on January 2, 2025. More critically, the unexpected termination severely compromised our cash flow and operational continuity.

The lack of an ample notice period violates procedural requirements, denying JJ Global the ability to adequately prepare for the termination or participate in subsequent solicitations without prejudice. Additionally, the termination of our services, without clear communication or justification, exacerbates the unfair treatment we have faced and underscores GDOE's procedural irregularity.

## SUPPORTING GROUNDS FOR BID CANCELLATION

We addressed these issues in our initial Letter of Protest dated January 6, 2025, and we are reiterating them here for further emphasis and resolution:

### 1. Inclusion of Regions Under IFB 007-2023

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract, further contributing to multiple levels of unfair treatment.

### 2. Misleading Amendments

We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude nine schools under our care in the new solicitation (IFB 002-2025). However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. This oversight has placed JJ Global in a severely disadvantaged position, compromising our ability to compete fairly.

## ACTIONS SOUGHT

To address these multiple levels of unfair treatment and restore compliance with procurement policies, we request the following immediate actions:





1. Cancel IFB 002-2025 to correct procedural flaws, ensure fairness, and suspend all proceedings related to the bid until these issues are fully resolved.
2. Provide clarification on the rationale for including regions currently under JJ Global's contract in the new solicitation.

### DEADLINE FOR RESPONSE

We require a written response confirming your commitment to these actions no later than 5:00 PM on Friday, January 13, 2025. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue further to the Office of Public Accountability (OPA) and pursue all available legal remedies.

JJ Global remains committed to ensuring uninterrupted grounds maintenance services for GDOE schools. However, we cannot allow procedural oversights and unfair practices to undermine our rights and the integrity of the procurement process. We respectfully urge GDOE to uphold its obligations under Guam Procurement Law and take immediate corrective actions.

We await your prompt response.

Respectfully,

A handwritten signature in black ink that reads 'Luis E. Bustamante'.

LUIS E. BUSTAMANTE  
President and CEO  
JJ Global Services, Inc.



Anthony E. Quinata <aequinata@gdoe.net>

---

**[EMAIL EXTERNAL] GDOE: LETTER TO PROTEST IFB NO. 002-2025**

---

Anthony E. Quinata <aequinata@gdoe.net>  
To: Luis Bustamante <luis.bustamante@jjglobal.services>  
Cc: kit.casin@jjglobal.services, Procurement <procurement@gdoe.net>

Wed, Jan 8, 2025 at 2:04 PM

Hafa Adai Mr. Bustamante,

Kindly asking Clarification if the 2nd Protest letter submitted by JJ Global Services today replaces the first Protest letter submitted yesterday.

Respectfully,

Anthony E. Quinata

Buyer Supervisor II - GDOE, Supply Management Division

**Address:** 501 Mariner Ave Barrigada Guam 96913-1608

**Phone:** (671) 300-5817 **Fax:** (671) 472-5001 **Email:** [aequinata@gdoe.net](mailto:aequinata@gdoe.net)

**Website:** [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management)

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**GDOE 0172**



Anthony E. Quinata <aequinata@gdoe.net>

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**[EMAIL EXTERNAL] GDOE: LETTER TO PROTEST IFB NO. 002-2025**

---

Kit Casin <kit.casin@jjglobal.services>

Wed, Jan 8, 2025 at 2:38 PM

To: "Anthony E. Quinata" <aequinata@gdoe.net>

Cc: Luis Bustamante <luis.bustamante@jjglobal.services>, Procurement <procurement@gdoe.net>, "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdmpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>, Florenda Miranda <flor@jjglobal.services>, admin JJ Global Services <admin@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>, Kit Casin <kit.casin@jjglobal.services>

Hafa Adai Mr. Quinata,

Thank you for reaching out.

To clarify, the second protest letter submitted by JJ Global Services today does **not** replace the first protest letter submitted yesterday. Instead, it serves as a **supplementary document** providing additional details and addressing further concerns related to the initial protest.

Please feel free to reach out if you need any additional information or clarification.

Should you need further assistance or inquiries, please do not hesitate to contact me.

Thank you

Best Regards,

Kit Casin  
AGM / Executive Secretary  
Office no. (671)632-1179  
Cell no. (671) 482-9485

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[Quoted text hidden]

Guam Department of Education

**GDOE 0173**



Anthony E. Quinata <aequinata@gdoe.net>

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**[EMAIL EXTERNAL] GDOE: LETTER TO PROTEST IFB NO. 002-2025**

---

**Luis Bustamante** <luis.bustamante@jjglobal.services>

Wed, Jan 8, 2025 at 5:17 PM

To: "Morgan W. Paul (Deputy Supt., FAS)" <mwpaul@gdoe.net>

Cc: "Anthony E. Quinata" <aequinata@gdoe.net>, Procurement <procurement@gdoe.net>, "Mark C. Crisostomo" <marccrisostomo@gdoe.net>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, "Dr. Kenneth E. Swanson, Superintendent," <keswanson@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Matthew E. Wolff" <mewolff@gdoe.net>, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "John M. Palomo" <john.palomo@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>, Florenda Miranda <flor@jjglobal.services>, admin JJ Global Services <admin@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>, Kit Casin <kit.casin@jjglobal.services>

Dear Mr. Paul,

We received an email from Mr. Anthony Quinata today seeking clarification if the second protest letter submitted by JJ Global Services on January 7, 2025 supersedes the first letter of protest dated January 6, 2025.

For your reference, please find the attached letter detailing our concerns.

We would appreciate the opportunity to discuss this matter further and look forward to your response. Should you require any additional information or assistance, please do not hesitate to contact me directly.

Thank you for your time and attention.

*Luis E. Bustamante*

President/Owner

**JJ Global Services**

P.O. Box 217881 GMF

Barrigada, Guam 96921

Tel: (671) 632-1179

Fax: (671) 632-3550

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 **Jan 8 reply to GDOE re superceeding of 2nd letter 2025 with signature.pdf**  
130K

**GDOE 0174**



January 8, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue Barrigada GU USA 96913

Subject: Response to Anthony Quinata's Email Inquiry Dated January 8, 2025 Regarding Letters of Protest

Dear Mr. Paul,

We received an email from Mr. Anthony Quinata today seeking clarification if the second protest letter submitted by JJ Global Services on January 7, 2025 supersedes the first letter of protest dated January 6, 2025.

We would like to confirm that the second protest letter does not replace the first. Instead, it serves as a formal escalation of the issues raised initially, while also expanding on additional procedural concerns and their compounded impact on our company. Each letter outlines distinct yet interrelated points of protest, which we believe merit individual attention.

In light of this, we respectfully request GDOE to provide separate or comprehensive responses addressing the concerns raised in each protest letter. This approach will help ensure that all issues are fully acknowledged and appropriately addressed.

We remain committed to resolving these matters amicably and await your prompt response. Should you require any further clarification or documentation, please do not hesitate to reach out.

Respectfully,

A handwritten signature in black ink that reads 'Luis E. Bustamante'.

LUIS E. BUSTAMANTE  
President and CEO  
JJ Global Services, Inc.

Nov. 23, 2024



**MR. MORGAN PAUL**  
Deputy Superintendent For  
Finance and Administrative  
Services Guam Department of  
Education 501 Mariner Avenue  
Barrigada GU USA 96913

**Subject: Urgent Concerns Regarding Grounds Maintenance Contract under IFB 007-2023**

Dear Mr. Paul,

I am raising urgent concerns regarding the Guam Department of Education's (GDOE) handling of the grounds maintenance contract under IFB 007-2023. This situation presents significant challenges related to contract compliance, service continuity, and operational fairness. While JJ Global remains committed to resolving these issues constructively, we must also stress that, if necessary, we are prepared to file a formal protest and pursue legal proceedings. However, given the potential costs and service delays, we strongly prefer to avoid such measures.

#### **Violation of Contract Provisions**

JJ Global has diligently fulfilled its obligations under the contract, including provisions for four optional renewal years. Despite completing the first year with no complaints or performance issues, we were informed that our servicing arrangement has been downgraded to a month-to-month basis from December 2024 to March 2025. Furthermore, we were notified of plans to re-solicit the project. These decisions are procedurally and substantively unfair, particularly given no performance predicaments and lack of formal notice of non-renewal.

#### **Impact of the Expanded Scope**

Following the withdrawal of a counterpart contractor, GDOE requested JJ Global to assume additional responsibilities with a 10% rate adjustment. Acting in good faith, we invested heavily in new equipment to meet the expanded scope. However, we wish to point out that the shift to a month-to-month arrangement undermines these efforts, creating financial strain and preventing us from effectively recovering costs or planning for sustainable operations.

#### **Service Disruption Leading to Serious Risks**

The decision to re-solicit the project presents a significant risk of service disruptions during the transition to new contractors. As a result, poorly maintained grounds would create an unsafe and unsightly environment, affecting the well-being of students and staff at GDOE facilities, posing greater reputational and operational risks.



Should these issues persist without adequate resolution, we will be left with no choice but to take the necessary steps to safeguard our position and uphold fairness in the procurement process.

We look forward to your timely response and stand ready to collaborate on a constructive path forward.

Respectfully,

*Luis R. Bustamante*  
LUIS R. BUSTAMANTE  
President and CEO  
JJ Global Services, Inc.



December 19, 2024



MR. MORGAN PAUL  
Deputy Superintendent For Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue  
Barrigada GU USA 96913

Subject: Pre-protest Notice of Discrepancies and Request for Resolution Regarding IFB 002-2025 and Prior Contractual Agreements for IFB 007-2023.

Dear Mr. Paul,

We would like to bring to your attention a serious discrepancy between the recently released Invitation for Bid IFB 002-2025 and prior agreements and communications regarding our existing grounds maintenance contract (IFB 007-2023), which has significant implications for our ongoing service provision.

- Potential Violation of Contractual Rights Due to Lack of Notice: Our letter of November 23, 2024 formally raised concerns regarding the complete absence of formal notification concerning GDOE's decision not to exercise the first option year of our contract (IFB 007-2023, originally a one base year plus two option years agreement). This lack of notification is a significant breach of contract and potentially a direct violation of the Guam Procurement Law. We have received no response to this communication to date.
- Instruction to Continue Services and Enrollment in Second Option Year: We received direct instruction from GDOE to continue providing services under IFB 007-2023 while awaiting issuance of a PO. This new direction, coupled with our continued performance of services, effectively constituted our enrollment in the second option year of the contract (IFB 007-2023); therefore, a legally binding agreement for the second option year was established.
- Binding Agreements with GDOE's Procurement Group: During a recent meeting with your Procurement Group, specific terms were agreed upon concerning our continued services under IFB 007-2023. These terms explicitly stated that a Purchase Order (PO) would be issued for the schools currently serviced by JJ Global, and that these same regions would be excluded from any subsequent re-solicitation. We firmly believe these agreements are binding, and any deviation constitutes a breach of contract.



Given the aforementioned points, the inclusion of our currently serviced school regions in the recently released solicitation (IFB 002-2025) directly contradicts prior agreements and creates a highly prejudicial situation. Furthermore, no formal notice of amendment to IFB 007-2023 has been executed to reflect any changes to our contractual agreement. We therefore formally request GDOE to immediately amend IFB 002-2025 to exclude the two regions currently under contract with JJ Global and execute a formal notice of amendment for IFB 007-2023 to reflect any agreed-upon changes. This action is essential to rectify this discrepancy and prevent disruption of vital services for GDOE students.

We are committed to maintaining a positive working relationship with GDOE and prefer to resolve this matter amicably. However, we must protect our contractual rights and the interests of our employees.

We request a written response confirming the withdrawal of the relevant portions of IFB 002-2025 by 5:00 PM on Monday, December 23, 2024. Failure to receive such confirmation will leave us no option but to pursue all available legal remedies.

We appreciate your prompt attention to this urgent matter.

Sincerely,

A handwritten signature in cursive script that reads 'Luis R. Bustamante'.

LUIS R. BUSTAMANTE  
President and CEO  
JJ Global Services, Inc.



January 6, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue  
Barrigada GU USA 96913

Subject: Letter of Protest Regarding Grounds Maintenance Services and Procurement Issues

Dear Mr. Paul,

We are writing to formally protest the issuance and proceedings related to IFB 002-2025. The inclusion of regions currently under JJ Global's existing contract in this solicitation raises serious concerns regarding compliance with procurement laws and the assurances previously provided by the Guam Department of Education (GDOE).

GROUNDNS FOR PROTEST

1. Inclusion of Regions Under IFB 007-2023

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract. We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude the nine schools. However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. As a result, JJ Global is being placed in an awfully disadvantaged position.

2. Undermining Contractual Commitments

Your department explicitly directed JJ Global to continue services under IFB 007-2023, establishing a binding agreement for the second option year. The issuance of IFB 002-2025 disregards this agreement and threatens the continuity of essential grounds maintenance services.

3. Violation of Procurement Integrity

The overlapping scope between IFB 002-2025 and the regions currently under IFB 007-2023 undermines transparency and fairness in the procurement process. This action disregards the



principles of Guam Procurement Law, which require consistency and adherence to contractual obligations.

### ACTIONS SOUGHT

To address this matter and restore compliance with procurement policies, we request the following immediate actions:

1. Amend IFB 002-2025 to exclude all regions currently under JJ Global's contract (IFB 007-2023).
2. Suspend All Proceedings Related to IFB 002-2025 until this protest is fully resolved.

### DEADLINE FOR RESPONSE

We require a written response confirming your commitment to these actions no later than 5:00 PM on Friday, January 24, 2024. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue to the Office of Public Accountability (OPA) and pursue all available legal remedies.

JJ Global is committed to ensuring uninterrupted grounds maintenance services for GDOE schools. We urge GDOE to uphold its obligations under Guam Procurement Law and ensure fair and lawful procurement practices.

We await your prompt response.

Respectfully,

A handwritten signature in black ink, appearing to read 'Luis E. Bustamante'.

LUIS E. BUSTAMANTE  
President and CEO



January 7, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue Barrigada GU USA 96913

Subject: Second Letter of Protest and Demand for Cancellation of IFB 002-2025 Due to Procedural Irregularities and Unfair Treatment

Dear Mr. Paul,

We are writing to formally escalate our protest against the issuance and proceedings related to IFB 002-2025, specifically requesting the cancellation of the bid. Procedural irregularities and timing conflicts have placed JJ Global in a significantly disadvantaged position, undermining fairness and transparency in the procurement process. These issues have resulted in multiple levels of unfair treatment, further compounding the concerns we raised in our initial protest.

PRIMARY GROUNDS FOR BID CANCELLATION

1. Procedural Irregularities and Timing Conflict

The issuance of GDOE's Letter of Termination of Services on January 6, 2025, with an effective date of January 7, 2025, coincided with the bid submission deadline for IFB 002-2025. This abrupt termination, occurring while JJ Global was already fulfilling its contractual obligations under IFB 007-2023, created a significant timing conflict and placed us at a substantial disadvantage in preparing a competitive bid.

As you may note, the issuance of a bid bond, a mandatory requirement for bid submission, typically takes 2-3 weeks to be processed by surety agencies. This timing overlap hindered our ability to secure the necessary financing and submit a timely and competitive bid.

This simultaneous termination of services and the bid deadline, while JJ Global was already performing our contractual duties, demonstrates a clear lack of adequate separation and spacing between these critical events orchestrated by GDOE. This situation violates fairness and transparency mandated under Guam Procurement Law. Moreover, proceeding with IFB 002-2025 under these circumstances risks operational disruption to critical services for schools, directly impacting GDOE's obligations to ensure uninterrupted maintenance.





## 2. Inappropriate Termination of Services

The Notice of Termination, issued on January 6, 2025, with an effective date of January 7, 2025, constitutes a clear violation of proper notification protocols. Given the exceptionally short notice period, GDOE failed to provide an adequate timeframe for terminating our existing contract. Moreover, the Notice of Termination does not clearly stipulate due cause for ending our services, further compounding the lack of clarity and fairness in this process. This abrupt action, coupled with the overlapping bid deadline, underscores multiple levels of unfair treatment, particularly considering that we had already begun fulfilling our contractual obligations in good faith on January 2, 2025. More critically, the unexpected termination severely compromised our cash flow and operational continuity.

The lack of an ample notice period violates procedural requirements, denying JJ Global the ability to adequately prepare for the termination or participate in subsequent solicitations without prejudice. Additionally, the termination of our services, without clear communication or justification, exacerbates the unfair treatment we have faced and underscores GDOE's procedural irregularity.

### SUPPORTING GROUNDS FOR BID CANCELLATION

We addressed these issues in our initial Letter of Protest dated January 6, 2025, and we are reiterating them here for further emphasis and resolution:

#### 1. Inclusion of Regions Under IFB 007-2023

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract, further contributing to multiple levels of unfair treatment.

#### 2. Misleading Amendments

We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude nine schools under our care in the new solicitation (IFB 002-2025). However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. This oversight has placed JJ Global in a severely disadvantaged position, compromising our ability to compete fairly.

### ACTIONS SOUGHT

To address these multiple levels of unfair treatment and restore compliance with procurement policies, we request the following immediate actions:



1. Cancel IFB 002-2025 to correct procedural flaws, ensure fairness, and suspend all proceedings related to the bid until these issues are fully resolved.
2. Provide clarification on the rationale for including regions currently under JJ Global's contract in the new solicitation.

### DEADLINE FOR RESPONSE

We require a written response confirming your commitment to these actions no later than 5:00 PM on Friday, January 13, 2025. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue further to the Office of Public Accountability (OPA) and pursue all available legal remedies.

JJ Global remains committed to ensuring uninterrupted grounds maintenance services for GDOE schools. However, we cannot allow procedural oversights and unfair practices to undermine our rights and the integrity of the procurement process. We respectfully urge GDOE to uphold its obligations under Guam Procurement Law and take immediate corrective actions.

We await your prompt response.

Respectfully,

A handwritten signature in cursive script that reads 'Luis E. Bustamante'.

LUIS E. BUSTAMANTE  
President and CEO  
JJ Global Services, Inc.





K.ERIK SWANSON, Ph. D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

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CARMEN T. CHARFAUROS  
Supply Management Administrator

January 29, 2025

JJ Global Services  
P.O. Box 217881 GMF  
Barrigada, Guam 96921  
Tel: (671) 632-1179  
Fax: (671) 632-3550  
Email: [luis.bustamante@jjglobal.services](mailto:luis.bustamante@jjglobal.services)

Attn: Luis E. Bustamante  
President / Owner

Subject: **Response to Protest Letters Received on January 06 & 07, 2025.**

Reference: Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities  
**Formal Invitation for Bid: GDOE IFB 002-2025**

Hafa Adai,

This is a written response to your email of protest received on January 7, 2025, regarding the Guam Department of Education ("GDOE") Invitation for Bid No. 005-2025 ("IFB") for Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities.

January 6, 2025

**1<sup>st</sup> Letter of Protest**

We are writing to formally protest the issuance and proceedings related to IFB 002-2025. The inclusion of regions currently under JJ Global's existing contract in this solicitation raises serious concerns regarding compliance with procurement laws and the assurances previously provided by the Guam Department of Education (GDOE).

**GROUNDINGS FOR PROTEST**

**1. Inclusion of Regions Under IFB 007-2023**

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract. We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude the nine schools. However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. As a result, JJ Global is being placed in an awfully disadvantaged position.

GDOE Response: IFB 007-2023 has expired on 30 September 2024, and no new agreement or PO Terms and Conditions was signed by JJ Global and GDOE so IFB 007-2023 has laps.

**2. Undermining Contractual Commitments**

Your department explicitly directed JJ Global to continue services under IFB 007-2023, establishing a binding agreement for the second option year. The issuance of IFB 002-2025 disregards this agreement and threatens the continuity of essential grounds maintenance services.

GDOE Response: IFB 007-2023 has expired on 30 September 2024, and no new agreement or PO Terms and Conditions was signed by JJ Global and GDOE so IFB 007-2023 has laps.

### 3. Violation of Procurement Integrity

The overlapping scope between IFB 002-2025 and the regions currently under IFB 007-2023 undermines transparency and fairness in the procurement process. This action disregards the principles of Guam Procurement Law, which require consistency and adherence to contractual obligations.

GDOE Response: IFB 007-2023 has expired on 30 September 2024, and no new agreement or PO Terms and Conditions was signed by JJ Global and GDOE so IFB 007-2023 has laps.

#### ACTIONS SOUGHT

To address this matter and restore compliance with procurement policies, we request the following immediate actions:

1. Amend IFB 002-2025 to exclude all regions currently under JJ Global's contract (IFB 007-2023).

GDOE Response: IFB 007-2023 has expired on 30 September 2024, and no new agreement or PO Terms and Conditions was signed by JJ Global and GDOE so IFB 007-2023 has laps.

2. Suspend All Proceedings Related to IFB 002-2025 until this protest is fully resolved.

GDOE Response: GDOE will not suspend IFB 002-2025, due to the safety of the students and staff the grounds maintenance solicitation must protest must be resolved.

January 7, 2025

#### **2<sup>nd</sup> Letter of Protest**

We are writing to formally escalate our protest against the issuance and proceedings related to IFB 002-2025, specifically requesting the cancellation of the bid. Procedural irregularities and timing conflicts have placed JJ Global in a significantly disadvantaged position, undermining fairness and transparency in the procurement process. These issues have resulted in multiple levels of unfair treatment, further compounding the concerns we raised in our initial protest.

#### PRIMARY GROUNDS FOR BID CANCELLATION

1. Procedural Irregularities and Timing Conflict.

The issuance of GDOE's Letter of Termination of Services on January 6, 2025, with an effective date of January 7, 2025, coincided with the bid submission deadline for IFB 002-2025. This abrupt termination, occurring while JJ Global was already fulfilling its contractual obligations under IFB 007-2023, created a significant timing conflict and placed us at a substantial disadvantage in preparing a competitive bid.

As you may note, the issuance of a bid bond, a mandatory requirement for bid submission, typically takes 2-3 weeks to be processed by surety agencies. This timing overlap hindered our ability to secure the necessary financing and submit a timely and competitive bid.

This simultaneous termination of services and the bid deadline, while JJ Global was already performing our contractual duties, demonstrates a clear lack of adequate separation and spacing between these critical events orchestrated by GDOE. This situation violates fairness and transparency mandated under Guam Procurement Law. Moreover, proceeding with IFB 002-2025 under these circumstances risks operational disruption to critical services for schools, directly impacting GDOE's obligations to ensure uninterrupted maintenance.

GDOE Response: The Continuance of Service was sent to JJ Global on September 27, 2024 ARP funding source for IFB 007-2023 has expired on 30 September 2024, and no new agreement or PO Terms and Conditions was signed by JJ Global and GDOE so IFB 007-2023 has laps.

2. Inappropriate Termination of Services

The Notice of Termination, issued on January 6, 2025, with an effective date of January 7, 2025, constitutes a clear violation of proper notification protocols. Given the exceptionally short notice period, GDOE failed to provide an adequate timeframe for terminating our existing contract. Moreover, the Notice of Termination does not clearly stipulate due cause for ending our services, further compounding the lack of clarity and fairness in this process. This abrupt action, coupled with the overlapping bid deadline, underscores multiple levels of unfair treatment, particularly considering that we had already begun

fulfilling our contractual obligations in good faith on January 2, 2025. More critically, the unexpected termination severely compromised our cash flow and operational continuity.

The lack of an ample notice period violates procedural requirements, denying JJ Global the ability to adequately prepare for the termination or participate in subsequent solicitations without prejudice. Additionally, the termination of our services, without clear communication or justification, exacerbates the unfair treatment we have faced and underscores GDOE's procedural irregularity.  
GDOE Response: GDOE DFAS decision to send JJ Global Notice of Termination letter before bid opening for IFB 002-2025.

#### SUPPORTING GROUNDS FOR BID CANCELLATION

We addressed these issues in our initial Letter of Protest dated January 6, 2025, and we are reiterating them here for further emphasis and resolution:

##### 1. Inclusion of Regions Under IFB 007-2023

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract, further contributing to multiple levels of unfair treatment.

GDOE Response: GDOE IFB 007-2023 has laps so with no current contract or agreement signed by JJ Global or any so GDOE had to add all regions to the new IFB 002-2025 to cover all schools and support facilities.

##### 2. Misleading Amendments

We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude nine schools under our care in the new solicitation (IFB 002-2025). However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. This oversight has placed JJ Global in a severely disadvantaged position, compromising our ability to compete fairly.

GDOE Response: GDOE did not misled JJ Global on Amendment 2, no Agreement or PO Terms and Conditions Signed by JJ Global prior to September 30, 2024, so IFB 007-2023 contract has laps.

#### ACTIONS SOUGHT

To address these multiple levels of unfair treatment and restore compliance with procurement policies, we request the following immediate actions:

1. Cancel IFB 002-2025 to correct procedural flaws, ensure fairness, and suspend all proceedings related to the bid until these issues are fully resolved.

GDOE Response: IFB 007-2023 has no updated agreement or PO Terms and Conditions signed from JJ Global, therefore GDOE will not cancel IFB 002-2025.

2. Provide clarification on the rationale for including regions currently under JJ Global's contract in the new solicitation.

GDOE Response: No Current Agreement or PO Terms and Conditions signed on or before September 30, 2024, IFB 007-2024 has laps.

Please acknowledge receipt and return via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

#### Acknowledgement Receipt

Sincerely,

  
for CARMEN CHARFAUROS  
Supply Management Administrator

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time



K.ERIK SWANSON, Ph. D.  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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CARMEN T. CHARFAUROS  
Supply Management Administrator

February 28, 2025

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Fax: (671) 632-3550  
Email: [luis.bustamante@jjglobal.services](mailto:luis.bustamante@jjglobal.services)

Attn: Luis E. Bustamante  
President / Owner

Subject: Decision on Protest Letters Received on January 06 & 07, 2025.

Reference: Grounds Maintenance Services for Various Guam Department of Education ("GDOE") Public Schools and Support Facilities Invitation for Bid ("IFB") 002-2025.

Hafa Adai Mr. Bustamante,

This is the Decision on protests received on January 6 and 7, 2025, regarding the Guam Department of Education ("GDOE") Invitation for Bid ("IFB") No. 002-2025 for Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities. See 5 Guam Code Annotated ("GCA") Section ("§") 5425(d).

**January 6, 2025, Letter of Protest Regarding Grounds Maintenance Services and Procurement Issues:**

We are writing to formally protest the issuance and proceedings related to IFB 002-2025. The inclusion of regions currently under JJ Global's existing contract in this solicitation raises serious concerns regarding compliance with procurement laws and the assurances previously provided by the Guam Department of Education (GDOE).

**GROUND'S FOR PROTEST**

**1. Inclusion of Regions Under IFB 007-2023**

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract. We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude the nine schools. However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. As a result, JJ Global is being placed in an awfully disadvantaged position.

**Decision:**

**GDOE 0188**



**There is no active IFB contract for Grounds Maintenance Services for GDOE. Guam Procurement law requires that GDOE competitively solicit for every expenditure of public funds irrespective of their source. See 5 GCA § 5004(b). Therefore, in order to obtain Grounds Maintenance Services, Guam law mandates GDOE to solicit competitively for the service. See *id.***

**This procurement was published on December 18, 2024, therefore prospective bidders knew or should have known the published specifications. Therefore, this protest issue regarding the specifications is barred by the statute of limitations. See 5 GCA § 5425(a).**

**Notwithstanding the lack of subject matter jurisdiction, Guam Procurement law states the Chief Procurement Officer shall prepare and issue specifications for supplies and services required by Guam. See 5 GCA § 5262(a). There is no law that authorizes prospective bidders to determine the specifications for competitive solicitations. Therefore, GDOE has the authority to prepare and issue specifications as required within IFB 002-2025.**

## 2. Undermining Contractual Commitments

Your department explicitly directed JJ Global to continue services under IFB 007-2023, establishing a binding agreement for the second option year. The issuance of IFB 002-2025 disregards this agreement and threatens the continuity of essential grounds maintenance services.

### Decision:

**There are no active IFB contracts or renewals for Grounds Maintenance Services for GDOE. There is a temporary emergency procurement for grounds maintenance services. Guam law mandates GDOE to competitively solicit for Grounds Maintenance Services. See 5 GCA § 5004(b). Guam law also requires that the GDOE Chief Procurement Officer shall prepare and issue the specifications for the intended IFB. See 5 GCA § 5262(a); see also 2 GAR Div. 4 §§ 3108-3109. Therefore, IFB 002-2025 is properly prepared by the Government agency and is required in order for GDOE to properly procure Grounds Maintenance Services.**

## 3. Violation of Procurement Integrity

The overlapping scope between IFB 002-2025 and the regions currently under IFB 007-2023 undermines transparency and fairness in the procurement process. This action disregards the principles of Guam Procurement Law, which require consistency and adherence to contractual obligations.

### Decision:

**This IFB was published on December 18, 2024. Therefore prospective bidders knew or should have known that this solicitation was published, and this specific protest issue is procedurally barred for lack of subject matter jurisdiction. See 5 GCA § 5425(a).**

**Notwithstanding that this issue has passed the statute of limitations, Guam law mandates that GDOE competitively solicit for any service that requires the expenditure of public funds. See 5 GCA § 5004(b). Government of Guam agencies are strictly prohibited from entering into agreements that are not competitively solicited or that have expired. See *id.* Here, there is no existing or active renewal for the previously solicited IFB. Therefore, GDOE is mandated by Guam law to seek competitive sealed bids in order to procure Grounds Maintenance Services.**

## ACTIONS SOUGHT

To address this matter and restore compliance with procurement policies, we request the following immediate actions:

4. Amend IFB 002-2025 to exclude all regions currently under JJ Global's contract (IFB 007-2023).

### Decision:

**This IFB was published on December 18, 2024. As such, this specific protest issue lacks subject matter jurisdiction and is therefore, denied. Notwithstanding the fatal procedural issue, there is no Guam law that allows for Government of Guam agencies to enter into an expired contract, or to ignore competitive procedure laws and enter into an agreement. Additionally, per Guam law, Government of Guam agencies shall create the specifications for IFBs. See 5 GCA § 5262(a). GDOE has the authority to issue IFB 002-2025 specifications as per the needs of the department. GDOE properly proceeded in creating and issuing specifications per its needs. *Id.***

5. Suspend All Proceedings Related to IFB 002-2025 until this protest is fully resolved.

### Decision:

**Title 5 of the Guam Code Annotated Section 5425(g) states in relevant part:**

**In the event of a timely protest under Subsection (a) of this Section or under Subsection (a) of § 5480 of this Chapter, Guam shall not proceed further with the solicitation or with the award of the contract prior to final resolution of such protest, and any such further action is void, unless:**

**(1) The Chief Procurement Officer or the Director of Public Works after consultation with and written concurrence of the head of the using or purchasing agency and the Attorney General or designated Deputy Attorney General, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of Guam; and**

**(2) Absent a declaration of emergency by I Maga'håga/Maga'låhi, the protestant has been given at least two (2) days notice (exclusive of Guam holidays); and**

**(3) If the protest is pending before the Public Auditor or the Court, the Public Auditor or Court has confirmed such determination, or if no such protest is pending, no protest to the Public Auditor of such determination is filed prior to expiration of the two (2) day period specified in Item (2) of Subsection (g) of this Section.**

*See 5 GCA § 5425(g).*

**Pursuant to Guam law, GDOE and IFB 002-2025 are required to enter into an automatic stay, and GDOE shall only proceed in accordance to the relevant laws and regulations. *See id.***

## DEADLINE FOR RESPONSE

6. We require a written response confirming your commitment to these actions no later than 5:00PM on Friday, January 24, 2024. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue to the Office of Public Accountability (OPA) and pursue all available legal remedies.

### Decision:

**Guam law empowers Government of Guam purchasing agencies to issue decisions without this timeline imposed by an aggrieved protester. See 5 GCA § 5425(c). Additionally, the unenforceable deadline of January 24, 2024, has expired nearly a year before the protest itself was lodged. Lastly, there is no authority in Guam Procurement law allowing a prospective vendor's protest to control the decision date.**

**Regarding a protesters right to appeal, Guam law provides protesters the right to appeal any decision to the Public Auditor, and following a decision of the Public Auditor to the Superior Court, and subsequently to the Supreme Court of Guam. See 5 GCA §§ 5425(c)-(f).**

### January 7, 2025, Second Letter of Protest and Demand for Cancellation of IFB 002-2025 Due to Procedural Irregularities and Unfair Treatment.

We are writing to formally escalate our protest against the issuance and proceedings related to IFB 002-2025, specifically requesting the cancellation of the bid. Procedural irregularities and timing conflicts have placed JJ Global in a significantly disadvantaged position, undermining fairness and transparency in the procurement process. These issues have resulted in multiple levels of unfair treatment, further compounding the concerns we raised in our initial protest.

## PRIMARY GROUNDS FOR BID CANCELLATION

### 7. Procedural Irregularities and Timing Conflict.

The issuance of GDOE's Letter of Termination of Services on January 6, 2025, with an effective date of January 7, 2025, coincided with the bid submission deadline for IFB 002-2025. This abrupt termination, occurring while JJ Global was already fulfilling its contractual obligations under IFB 007-2023, created a significant timing conflict and placed us at a substantial disadvantage in preparing a competitive bid.

As you may note, the issuance of a bid bond, a mandatory requirement for bid submission, typically takes 2-3 weeks to be processed by surety agencies. This timing overlap hindered our ability to secure the necessary financing and submit a timely and competitive bid.

This simultaneous termination of services and the bid deadline, while JJ Global was already performing our contractual duties, demonstrates a clear lack of adequate separation and spacing between these critical events orchestrated by GDOE. This situation violates fairness and transparency mandated under Guam Procurement Law. Moreover, proceeding with IFB 002-2025 under these circumstances risks operational disruption to critical services for schools, directly impacting GDOE's obligations to ensure uninterrupted maintenance.

### Decision:

**This procurement was published on December 18, 2024; therefore, prospective bidders knew or should have known the published specifications. Therefore, this protest of the specifications regarding bonding requirements is barred by the statute of limitations. See 5 GCA § 5425(a).**

Notwithstanding this untimely protest issue, Guam law regarding bid security states in relevant part:



- (a) **Requirement for Bid Security.** Bid security shall be required for all competitive sealed bidding for the procurement of supplies or services when the total price is estimated by the Chief Procurement Officer to exceed Twenty-Five Thousand Dollars (\$25,000.00). Bid security shall be a bond provided by a surety company authorized to do business in Guam, or the equivalent in cash, or otherwise supplied in a form satisfactory to the government of Guam. Nothing herein prevents the requirement of such bonds on the procurement of supplies or services totaling fewer than Twenty-Five Thousand Dollars (\$25,000.00) when a written determination and justification for such requirement is included as an integral part of the Invitation for Bid solicitation package.

*See 5 GCA § 5212.*

Guam law mandates that a bid security shall be required by IFB 002-2025. *Id.* This legal requirement was met by and through the IFB published specifications, and prospective bidders were made aware. *See* IFB 002-2025, section 3.1.16 Bond Requirements, Performance, and Payment Guarantees. Therefore, the bonding requirement within IFB 002-2025 does not violate fairness and transparency, but rather is mandatory for compliance with Guam Procurement law. Additionally, prospective bidders as well as the purchasing agency may have multiple options for bid security, so long as the GDOE proceeds in accordance with Title 5 GCA section 5212. *See 5 GCA § 5212.*

Regarding bidding time, pursuant to 2 GAR Div. 4 § 3109(d), Bidding time is the period of time between the date of distribution of an Invitation for Bids and the time and date set for receipt of bids....and a minimum of 15 days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined in writing by the procurement officer. *See 2 GAR Div. 4 § 3109(d).*

Here, IFB 002-2025 was published and distributed on December 18, 2024. The deadline for submission of bids was January 7, 2025. *See* IFB 002-2025, section 1.1. Invitation for Bid Timeline. Therefore, prospective bidders knew or should have known about the deadline for submissions since December 18, 2024. For these reasons, this protest issue is untimely and barred. *See 5 GCA § 5425(a).*

Notwithstanding the lack of subject matter jurisdiction, IFB 002-2025 provided approximately 20 days in comparison to the requirement of 15 days. *See 2 GAR Div. 4 § 3109(d).* Therefore, prospective bidders were provided more than the reasonable amount of time from IFB date of issuance to the bid submission date, in accordance with Guam law, rules and regulations. *Id.*

#### 8. Inappropriate Termination of Services

The Notice of Termination, issued on January 6, 2025, with an effective date of January 7, 2025, constitutes a clear violation of proper notification protocols. Given the exceptionally short notice period, GDOE failed to provide an adequate timeframe for terminating our existing contract. Moreover, the Notice of Termination does not clearly stipulate due cause for ending our services, further compounding the lack of clarity and fairness in this process. This abrupt action, coupled with the overlapping bid deadline, underscores multiple levels of unfair treatment, particularly considering that we had already begun fulfilling our contractual obligations in good faith on January 2, 2025. More critically, the unexpected termination severely compromised our cash flow and operational continuity.

The lack of an ample notice period violates procedural requirements, denying JJ Global the ability to adequately prepare for the termination or participate in subsequent solicitations without prejudice. Additionally, the termination of our services, without clear communication or justification, exacerbates the unfair treatment we have faced and underscores GDOE's procedural irregularity.

**Decision:**

**The above protest issues are not regarding IFB 002-2025. Rather, these issues are surrounding the previous procurement to IFB 002-2025. There is no active IFB for grounds maintenance services, and thus necessitating IFB 002-2025. GDOE does not have the authority to resurrect expired agreements or to enter into another agreement that is not competitively solicited. See 5 GCA § 5004(b). For these reasons, GDOE is required by Guam law to seek competitive sealed bids in order to have grounds maintenance services. *Id.***

**SUPPORTING GROUNDS FOR BID CANCELLATION**

We addressed these issues in our initial Letter of Protest dated January 6, 2025, and we are reiterating them here for further emphasis and resolution:

**9. Inclusion of Regions Under IFB 007-2023**

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract, further contributing to multiple levels of unfair treatment.

**Decision:**

**This protest issue is similar to issue item No. 1 listed above, thus the analysis applies here as well.**

**There is no active IFB contract for Grounds Maintenance Services for GDOE. Guam Procurement law requires that GDOE competitively solicit for every expenditure of public funds irrespective of their source. See 5 GCA § 5004(b). Therefore, in order to obtain Grounds Maintenance Services, Guam law mandates GDOE to solicit competitively for the service. *See id.***

**This procurement was published on December 18, 2024, therefore prospective bidders knew or should have known the published specifications. Therefore, this protest issue regarding the specifications is barred by the statute of limitations. See 5 GCA § 5425(a).**

**Notwithstanding the lack of subject matter jurisdiction, Guam Procurement law states the Chief Procurement Officer shall prepare and issue specifications for supplies and services required by Guam. See 5 GCA § 5262(a). There is no law that authorizes prospective bidders to determine the specifications for competitive solicitations. Therefore, GDOE has the authority to prepare and issue specifications as required within IFB 002-2025. *Id.***

**10. Misleading Amendments**

We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude nine schools under our care in the new solicitation (IFB 002-2025).

However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. This oversight has placed JJ Global in a severely disadvantaged position, compromising our ability to compete fairly.

**Decision:**

**Prospective bidders are not entitled to decide the specifications of a competitive sealed bid. Rather, Guam law strictly requires the Chief Procurement Officer of a Government agency to prepare and issue specifications for an IFB. See 5 GCA § 5262(a).**

**ACTIONS SOUGHT**

To address these multiple levels of unfair treatment and restore compliance with procurement policies, we request the following immediate actions:

11. Cancel IFB 002-2025 to correct procedural flaws, ensure fairness, and suspend all proceedings related to the bid until these issues are fully resolved.

**Decision:**

**Pursuant to Guam law, GDOE and IFB 002-2025 are required to enter into an automatic stay, and GDOE shall only proceed in accordance to the relevant laws and regulations. See 5 GCA § 5425(g).**

12. Provide clarification on the rationale for including regions currently under JJ Global's contract in the new solicitation.

**Decision:**

**GDOE does not have an active IFB contract for Grounds Maintenance Services. Guam law mandates that GDOE shall competitively procure such services. See 5 GCA § 5004(b). Guam Procurement law states the Chief Procurement Officer shall prepare and issue specifications for supplies and services required by Guam. See 5 GCA § 5262(a). There is no law that authorizes prospective bidders to determine the specifications for competitive solicitations. Therefore, GDOE has the authority to prepare and issue specifications as required within IFB 002-2025 and to meet GDOE's needs.**

**13. DEADLINE FOR RESPONSE**

We require a written response confirming your commitment to these actions no later than 5:00 PM on Friday, January 13, 2025. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue further to the Office of Public Accountability (OPA) and pursue all available legal remedies.

JJ Global remains committed to ensuring uninterrupted grounds maintenance services for GDOE schools. However, we cannot allow procedural oversights and unfair practices to undermine our rights and the integrity of the procurement process. We respectfully urge GDOE to uphold its obligations under Guam Procurement Law and take immediate corrective actions.

We await your prompt response.

**Decision:**

**Guam law empowers Government of Guam purchasing agencies to issue decisions without this timeline imposed by an aggrieved protester. See 5 GCA § 5425(c). Lastly, there is no authority in Guam Procurement law allowing a prospective vendor's protest to control the decision date.**

**Regarding a protesters right to appeal, Guam law provides protesters the right to appeal any decision to the Public Auditor, the Superior Court, and subsequently to the Supreme Court of Guam. See 5 GCA §§ 5425(c)-(f).**

**For the aforementioned reasons, these protests have been denied in their entirety.**

Pursuant to 5 GCA § 5425(e), you are hereby advised that you have a right to administrative and judicial review as allowed by the Guam Procurement Law. You may appeal the decision to the Guam Office of the Public Auditor within fifteen (15) days.

Please acknowledge receipt and return via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator

**Acknowledgement Receipt**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time



K. ERIK SWANSON, Ph. D.  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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CARMEN T. CHARFAUROS  
Supply Management Administrator

March 19, 2025

**Notice To All Prospective Bidders**

To: All Prospective Bidders

From: GDOE Office of Supply Management

Regarding: Notice of Appeal Case No. OPA-PA-25-003

Reference: **Invitation for Bid: IFB 002-2025**

**Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities.**

Pursuant to Notice of Appeal requirements, please see attached copy of appeal for GDOE IFB 002-2025 for the intended services therein. Please communicate directly with the public auditor regarding this matter, and with the GDOE procurement officer as allowed by law.

Please acknowledge receipt of this **Notice To All Prospective Bidders** by signing below and returning the signed document via email to [trosario@gdoe.net](mailto:trosario@gdoe.net) and [rcposadas@gdoe.net](mailto:rcposadas@gdoe.net).

Sincerely,

CARMEN T. CHARFAUROS  
Supply Management Administrator

**Acknowledgement Receipt**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time





## OFFICE OF PUBLIC ACCOUNTABILITY

Suite 401 Pacific News Building, 238 Archbishop Flores St., Hagåtña, Guam 96910  
Phone: (671) 475-0390 / FAX: (671) 472-7951

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March 18, 2025

Ms. Carmen T. Charfauros  
Supply Management Administrator  
Guam Department of Education  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913

VIA EMAIL: [ctcharfauros@gdoe.net](mailto:ctcharfauros@gdoe.net)

Re: Notice of Receipt of Appeal – OPA-PA-25-003

Dear Ms. Charfauros,

Please be advised that JJ Global Services (hereinafter referred to as “JJ Global”) filed an appeal with the Office of Public Accountability (OPA) on March 17, 2025, regarding the Guam Department of Education’s (GDOE) denial of its protest decision related to the procurement for Ground Maintenance Services for Various GDOE Schools (GDOE IFB 002-2025). OPA has assigned this appeal case number OPA-PA-25-003.

Immediate action is required of GDOE pursuant to the Rules of Procedure for Procurement Appeals, found in Chapter 12 of the Guam Administrative Regulations (GAR). Copies of the rules, the appeal, and all filing deadlines are available at OPA’s office and on its website at [www.opaguam.org](http://www.opaguam.org). The first eight pages of the notice of procurement appeal filed with OPA is enclosed for your reference.

Please provide the required notice of this appeal to the relative parties with instructions that they should communicate directly with OPA regarding the appeal. You are also responsible for giving notice to the Attorney General or other legal counsel for your agency. Promptly provide OPA with the identities and addresses of interested parties and a formal entry of appearance by your legal counsel.

Pursuant to 2 GAR, Div. 4, Ch. 12, §12104(3), the submission of one complete copy of the procurement record for the procurement solicitation above, as outlined in Title 5, Chapter 5, §5249 of the Guam Code Annotated is required no later than **Tuesday, March 25, 2025**, five work days following this Notice of Receipt of Appeal. We also request one copy of the Agency Report for each of the procurement solicitations cited above, as outlined in 2 GAR, Div. 4, Chap. 12, §12105, by **Tuesday, April 1, 2025**, ten work days following receipt of this notice.

**GDOE 0197**

When filing all required documents with our office, please provide one original and one copy to OPA (electronic filings will be acceptable and highly encouraged, and can be emailed to [jhernandez@guamopa.com](mailto:jhernandez@guamopa.com)), and serve a copy to JJ Global.

Thank you for your prompt attention to this matter. Please contact Jerrick Hernandez at [jhernandez@guamopa.com](mailto:jhernandez@guamopa.com) or 475-0390 ext. 204 should you have any questions regarding this notice.

Sincerely,



Benjamin J.F. Cruz  
Public Auditor

Enclosure: First 8 pages of the Notice of Procurement Appeal – OPA-PA-25-003

Cc: Charles H. McDonald II, Esq., Attorney for JJ Global



1 **PROCUREMENT APPEAL**

2  
3 **McDONALD LAW OFFICE, LLC**  
4 173 Aspinall Avenue, Suite 207A  
5 Hagatna, Guam 96910  
6 Telephone: (671) 588-8866  
7 Facsimile: 671-472-9616  
8 Email: guam@mcdonald.law

3/17/25  
4:33 ✓ Thomas Quichocho  
003

7 Attorneys for Appellant:  
8 *JJ Global Services*

9 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**

10 IN THE APPEAL OF  
11 JJ GLOBAL SERVICES,  
12 Appellant.

Notice of Procurement Appeal

Docket No. OPA-PA-003

13  
14 To: **Office of Public Accountability ("OPA")**

15 **APPELLANT INFORMATION**

16 Name: JJ Global Services ("JJ Global")  
17 Mailing Address: P.O. Box 217881 GMF Barrigada, Guam 96921

18 For purposes of this Appeal, please direct filings and correspondence  
19 to JJ Global's legal Counsel:

20 Charles H. McDonald II, Esq.  
21 McDonald Law Office, LLC  
22 173 Aspinall Avenue, Suite 207A  
Hagatna, Guam 96910

23 Business Address: 215 Rojas Street, Suite 126 Harmon Industrial Park  
24 Tamuning, Guam 96921

25 Email Address: guam@mcdonald.law

26 Daytime Contact No.: 671-588-8866

27 Fax No.: 671-472-9616

**Appeal Information**

- A. Purchasing Agency: Guam Department of Education
- B. Procurement No.: GDOE IFB 002-2025
- C. Decision being appealed was made on February 28, 2025 by Carmen T. Charfauros, Supply Management Administrator, Guam Department of Education
- D. Appeal is made from a Decision on Protest Letters Received on Jan. 6 and 7, 2025.
- E. Names of competing Bidders, Offerors, or Contractors known to Appellant:  
Unknown at this time.

**Statement Supporting the Appeal**

**1. Introduction and Background**

JJ Global Services, Inc. ("JJ Global"), the Appellant, hereby submits this statement of grounds for appeal to the Office of Public Accountability, challenging the decision made by the Guam Department of Education (GDOE) regarding the non-transparent, unfair and award of contracts violative of the integrity of Guam's Procurement Process, Procurement Organization and the purposes of the Procurement Law. This appeal is based on procedural irregularities, inappropriate unfair and non-transparent termination of services, unfair and non-transparent inclusion of regions under existing contracts, and misleading amendments, as initially outlined in JJ Global's original protest.

GDOE issued IFB 007-2023 on 1/11/23. Exh. 13. IFB 007-2023 was amended on 1/24/23. The Scope of Work included Grounds Maintenance, Mowing, Edging, Grass Clippings/Blowing, and Tree Maintenance and the term of the contract was for one year with the option to renew for up to four additional one-year terms. The specific properties for the services included the following:

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2 • **LAGU I District Schools:**

- 3 1. Astumbo Elementary (AES) - Dededo (10 acres)  
4 2. J.M. Guerrero Elementary (JMGES) - Dededo (10 acres)  
5 3. Maria A. Ulloa Elementary (MAUES) - Dededo (8 acres)  
6 4. Vicente S.A. Benavente Middle (VSABMS) - Dededo (19 acres)  
7 5. Wettengel Elementary (WES) - Dededo (13 acres)

8 • **LAGU II District Schools:**

- 9 1. D.L. Perez Elementary (DLPES) - Yigo (14 acres)  
10 2. F.B. Leon Guerrero Middle (FBLGMS) - Yigo (10 acres)  
11 3. Finegayan Elementary (FINES) - Dededo (7 acres)  
12 4. Machananao Elementary (MES) - Yigo (10 acres)  
13 5. Simon Sanchez High (SSHS) - Yigo (15 acres)  
14 6. Upi Elementary (UPIES) - Yigo (14 acres)

15 • **LUCHAN District Schools:**

- 16 1. Agana Heights Elementary (AHES) - Agana Heights (7 acres)  
17 2. Chief Brodie Memorial Elementary (CBES) - Tamuning (7 acres)  
18 3. C.L. Taitano Elementary (CLTES) - Sinajana (6 acres)  
19 4. Jose L.G. Rios Middle (JRMS) - Piti (9 acres)  
20 5. L.B.J. Elementary (LBJES) - Tamuning (12 acres)  
21 6. Tamuning Elementary (TAMES) - Tamuning (6 acres)

22 • **KATTAN I District Schools:**

- 23 1. Agueda I. Johnston Middle (AIJMS) - Ordot (17 acres)  
24 2. George Washington High (GWHS) - Mangilao (46 acres)  
25 3. Ordot-Chalan Pago Elementary (OCPE) - Ordot (15 acres)  
26 4. Captain H.B. Price Elementary (HBPE) - Mangilao (13 acres)  
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2 • **KATTAN II District Schools:**

- 3 1. B.P. Carbullido Elementary (BPCES) - Barrigada (4 acres)  
4 2. J.Q. San Miguel Elementary (JQSMES) - Toto (11 acres)  
5 3. Luis P. Untalan Middle (LPUMS) - Barrigada (7 acres)  
6 4. Pedro C. Lujan Elementary (PCLES) - Barrigada (10 acres)

7 • **HAYA I District Schools:**

- 8 1. Inarajan Elementary (IES) - Inarajan (8 acres)  
9 2. Inarajan Middle (IMS) - Inarajan (9 acres)  
10 3. Merizo Martyrs Memorial Elementary (MMMES) - Merizo (9 acres)  
11 4. M.U. Lujan Elementary (MULES) - Yona (9 acres)  
12 5. Talofoyo Elementary (TALES) - Talofoyo (13 acres)

13 • **HAYA II District Schools:**

- 14 1. Harry S. Truman Elementary (HSTES) - Agat (14 acres)  
15 2. J.P. Torres Success Academy - Santa Rita (7 acres)  
16 3. Marcial A. Sablan Elementary (MASES) - Agat (6 acres)  
17 4. Oceanview Middle (OMS) - Agat (19 acres)  
18 5. Southern High (SHS) - Santa Rita (27 acres)

19 • **GDOE Support Facilities:**

- 20 1. Food & Nutrition TEFAP Distribution Warehouse - Piti (0.5 acres)  
21 2. Facilities & Maintenance Warehouse - Piti (0.5 acres)

22 JJ Global submitted its response to IFB No. 007-2023 on or about 2/1/23. Exh. 8.

23 GDOE notified JJ Global of the award for Kattan 1 and Haya 1 District Schools (hereinafter, the  
24 "GDOE Properties") on 3/8/23. The Notice of Award stated that it did not form a contract until  
25 execution of a separate contract. Exh. 14. Instead of providing a contract, GDOE issued a  
26 purchase order for the services for the GDOE Properties on 3/30/23. Exh. 15. On 9/27/24,  
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1  
2 GDOE notified JJ Global that it would issue a purchase order to continue the services for the  
3 GDOE Properties. No contract had been executed to that point in time, although the notification  
4 for Continuance of Services referenced IFB 007-2023 as being incorporated into the notice.  
5 Exh. 1.

6           On 12/18/24, GDOE advertised IFB 002-2025 for grounds maintenance services with a  
7 bid submission date of 1/7/25. Exh. 3. On 12/19/24, JJ Global sent a letter to GDOE notifying if  
8 of discrepancies and requesting clarification of GDOE's intentions and resolution regarding IFB  
9 002-2025 and IFB 007-2023. On 12/26/24, GDOE made 2 amendments to IFB 002-2025.  
10 Exh. 12. On 12/26/25, JJ Global followed up on its letter of 12/19/24 with another letter. Exh.  
11 20. On 1/6/24 JJ, Global sent an email to GDOE asking for a response to its letters.

12           No response came, and at no time did GDOE inform JJ Global of a deficiency in its  
13 performance under IFB 007-2023. Exh. 9. Instead, GDOE notified JJ Global on 1/6/25 that the  
14 Letter of Continuance would be terminated effective 1/7/25. Exh. 5. JJ Global then protested  
15 the solicitation of IFB 002-2025. Exh. 21. JJ Global also asked GDOE for reasons for the  
16 termination of services for the GDOE Properties.  
17

18           On 1/7/25, the Guam PDN published a story that was inaccurate, placed JJ Global in an  
19 unfavorable light, prejudiced JJ Global and was libelous. This was the first time that JJ Global  
20 became aware of any alleged deficiencies with its performance under IFB 007-2023. See Exh.  
21 11. JJ Global's letter caused the Guam PDN to correct its story. Exh. 17. JJ Global also sent a  
22 second letter of protest to GDOE on 1/7/25. Exh. 19. Despite the Guam PDN's inaccuracies,  
23 allegations of deficient services under IFB 007-2023 were obviously unsubstantiated as GDOE's  
24 issued a purchase order on 1/30/25 for services under IFB 007-2023 for GDOE's properties.  
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26           On 2/28/25, GDOE denied JJ Global's protest. Exh. 7.  
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2 **2. Grounds for Appeal**

3 The Guam Supreme Court (“SCOG”) has emphasized the importance of maintaining a  
4 procurement system of quality and integrity. *DFS Guam LP v. A.B. Won Pat Int’l Airport Auth.*,  
5 2020 Guam 20. The SCOG highlighted the necessity of adhering to statutory requirements to  
6 ensure fairness and compliance with the law. *Fleet Serv., Inc. v. Dept. of Admin.*, 2006 Guam 6.

7  
8 **a. Procedural Irregularities**

9 **Failure to Adhere to Established Procedures:** GDOE failed to follow its own established  
10 procurement procedures, resulting in an arbitrary and capricious decision-making process. The  
11 lack of transparency and adherence to procedural norms undermines the integrity of the  
12 procurement process and violates the principles of fair competition.

13 **Inadequate Notice and Opportunity to Respond:** JJ Global was not provided with  
14 adequate notice or a fair opportunity to respond to the allegations leading to the termination of  
15 services. This procedural oversight deprived JJ Global of its right to due process, as guaranteed  
16 under applicable procurement regulations. When combined with hasty, unexplained termination,  
17 lack of notice of deficient performance to allow it to remedy any deficiencies, and bad publicity,  
18 the lack of due process prejudiced its ability to timely and fairly prepare and submit a bid for IFB  
19 002-2025.  
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21 **Unfair, Non-Transparent and Inappropriate Termination of Services:** The termination  
22 of JJ Global’s services was executed without sufficient justification or evidence of non-  
23 performance. GDOE’s decision was based on unsubstantiated claims, lacking the necessary  
24 factual basis to support such a drastic measure. Notice of termination dated January 6, 2025 of  
25 Letter of Continuance for services under IFB 007-2023 was sent without justification, transparency  
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1 or fairness and unfairly prejudiced Appellant's ability to respond to IFB 002-2025. The Purchasing  
2 Agency through communications and action hid its true intentions with respect to IFBs 002-2025.

3  
4 **Breach of Contractual Obligations:** GDOE's termination of services constitutes a breach  
5 of the contractual obligations owed to JJ Global. The termination was executed without following  
6 the contractual dispute resolution mechanisms, thereby violating the terms agreed upon by both  
7 parties and affecting the fairness, transparency, good faith and honesty in fact of the procedures  
8 for bidding process employed in IFB 002-2025.

9  
10 **b. Inclusion of Regions Under Existing Contracts**

11 **Improper Inclusion of Regions:** GDOE improperly included regions that were already  
12 under existing contracts with JJ Global in the new procurement process. This action not only  
13 contravenes the terms of the existing contracts but also creates an unfair competitive advantage for  
14 other bidders. The process employed by GDOE was not transparent or fair, and does not promote  
15 the integrity of the Procurement Law.

16  
17 **Conflict with Existing Contractual Rights:** The inclusion of these regions disregards JJ  
18 Global's existing contractual rights and obligations, leading to potential conflicts and legal  
19 disputes. GDOE's actions undermine the stability and predictability of contractual relationships.  
20 The process employed by GDOE was not transparent or fair, and does not promote the integrity of  
21 the Procurement Law.

22 **Ambiguity and Misrepresentation:** The amendments issued by GDOE during the  
23 procurement process were misleading and ambiguous, causing confusion among bidders. These  
24 amendments combined with the late notice of termination failed to provide clear and accurate  
25 information, thereby affecting the ability of JJ Global to submit a competitive and informed bid.  
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1  
2 **c. Misleading Amendments**

3 **Failure to Clarify Material Changes:** GDOE did not adequately clarify material changes  
4 introduced through the amendments, resulting in a lack of understanding and misinterpretation of  
5 the procurement requirements. This failure to communicate effectively together with the late and  
6 prejudicial notice of termination constitutes a procedural error that adversely impacted JJ Global's  
7 ability to respond to IFB 002-2025.

8  
9 **3. Conclusion**

10 In light of the aforementioned grounds, JJ Global respectfully requests that the Office of  
11 Public Accountability review the decision made by GDOE, rectify the procedural and legal errors  
12 identified, and ensure a fair and just resolution. JJ Global thus asks the OPA to cancel the  
13 solicitation, require that GDOE publish the scope of work and identify all properties subject to the  
14 re-solicited bid with sufficient opportunity for all bidders to respond. JJ Global further asks the  
15 OPA to require that GDOE provide a letter identifying any deficiencies in its performance under  
16 IFB 007-2023 or disputing the Guam PDN article.

17  
18 Respectfully submitted this 17th day of March, 2025.

19 **McDONALD LAW OFFICE, LLC**  
20 Attorneys for Appellant:  
*JJ Global Services*

21  
22 By:

  
23 **CHARLES H. McDONALD-H**