



Jerrick Hernandez <jhernandez@guamopa.com>

OPA-PA-25-003: In the Appeal of JJ Global Services; Comments on Agency Report

Christine Jackson <chrissy@mcdonald.law>

Fri, Apr 18, 2025 at 4:27 PM

To: Jerrick Hernandez <jhernandez@guamopa.com>

Cc: "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, Legal Admin <legal-admin@gdoe.net>, Charles McDonald <charles@mcdonald.law>, Jenny Reynoso <jenny@mcdonald.law>, McDonald Law Office <guam@mcdonald.law>

Hafa Adai Mr. Hernandez,

Please see the attached *Comments on Agency Report* for filing in the above-referenced matter.

Kindly confirm receipt of this email and its attachment.

Sincerely,

*Christine (Chrissy) Jackson***Legal Assistant I McDonald Law Office, LLC****173 Aspinall Avenue, Suite 207A****Hagåtña, Guam 96910**

Telephone: (671) 588-8866

Email: chrissy@mcdonald.law

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 **OPA-PA-25-003 - Comments to Agency Report.pdf**
3808K

1 **McDONALD LAW OFFICE, LLC**
2 173 Aspinall Avenue, Suite 207A
3 Hagatna, Guam 96910
4 Telephone: (671) 588-8866
5 Facsimile: 671-472-9616
6 Email: guam@mcdonald.law

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.

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

14 **COMMENTS TO AGENCY STATEMENT**

15 Appellant JJ Global Services (“JJ Global”), through its attorney Charles H. McDonald II,
16 provides the following Comments to the Agency Statement of the Guam Department of Education
17 (“GDOE”).

18 **I. JURISDICTION OF THE PUBLIC AUDITOR; INTEGRITY OF THE**
19 **PROCUREMENT PROCESS; PURPOSES OF THE PROCUREMENT LAW**

20 The jurisdiction of the Public Auditor is to review de novo protest appeals which show an
21 agency’s procurement process is contrary to the purposes of the Procurement Law and lacks
22 integrity. 5 GCA § 5703. The purposes of the Procurement Law *inter alia* are to provide for
23 **increased public confidence in the procedures followed** in public procurement; to **ensure the**
24 **fair and equitable treatment of all persons** who deal with the procurement system; to provide
25 **increased economy in Guam activities and to maximize to the fullest extent practicable the**
26 **purchasing value of public funds** of Guam; to **foster effective broad-based competition**
27 **within the free enterprise system**; and to **provide safeguards for the maintenance of a**
28 **procurement system of quality and integrity.**” *Id.* § 5703 (emphasis supplied). The public has
a strong interest in maintaining the integrity of the procurement process. *Algeze 2 s.c.a.r.l. v.*

1 *United States*, 128 Fed.Cl.7, 13 (Ct. Cl. 2016). Unless displaced by the particular provisions of
2 the Procurement Law, the principles of law and equity, including the Uniform Commercial Code
3 of Guam, the merchant law, and law relative to capacity to contract, agency, fraud,
4 **misrepresentation**, duress, coercion, mistake, or bankruptcy shall supplement the provisions of
5 Guam’s Procurement Law. 5 GCA § 5002 (emphasis supplied).
6

7 **II. COMMENTS**

8 **A. GDOE’s nontransparent, unreasonable solicitation was surreptitious, arbitrary and**
9 **capricious.**
10

11 There can be no doubt that the subject matter of IFB. Nos. 007-2023 and 002-2025 are
12 the same as they both involve cutting grass, maintaining shrubs and trees, and related jobs at
13 GDOE properties (IFB subject matter for both solicitations are hereinafter referred to
14 individually and collectively as “groundskeeping services”). In March 2023, GDOE awarded JJ
15 Global groundskeeping services for Kattan 1 and Haya 1 District Schools but informed JJ Global
16 that the award did not confer JJ Global legal or equitable rights until a contract was executed.
17 *See* Exh. A. JJ Global was never provided a formal contract but was issued purchase orders for
18 both schools. *See* Exh. B. So, while a contract was formed, GDOE failed to comply with its
19 own procurement procedures.
20

21 The Procurement Law requires GDOE to act in good faith. 5 GCA § 5003. The
22 government covenants good faith and fair dealings in its contracts. *E.g., Tecom v. United States*,
23 66 Fed.Cl. 736 (Ct. Cl. 2005). There is a breach of an implied duty of good faith and fair dealing
24 when government conduct approaches fraud or quasi criminal wrongdoing. *Canpro Investments,*
25 *Ltd. v. United States*, 130 Fed.Cl. 320 (Ct. Cl. 2017).
26
27
28

1
2 JJ Global performed as agreed under the 2023 groundskeeping services award without a
3 formal, written contract as per its March 2023 notice of award. And so, on September 27, 2024,
4 JJ Global was informed that it would be reissued a purchase order for the “upcoming fiscal
5 year,” that, it was to proceed with groundskeeping for both schools, and that, all provisions of the
6 IFB and its amendments were incorporated into the letter provided to JJ Global. *See* Exh C.
7 Thus, GDOE on September 27 represented to JJ Global that for FY 2025 it would perform
8 groundskeeping services for the two schools under the 2023 award.
9

10 Arbitrarily and capriciously, without explanation, warning, notice of breach, or
11 opportunity to cure—standard terms in written contracts—and with prejudice to JJ Global
12 through lack of a formal, written contract, GDOE, on December 18, 2024, solicited new bids for
13 groundskeeping services. The next day, JJ Global asked GDOE for a good faith, honest in-fact
14 explanation and resolution citing (i) lack of notice, (ii) GDOE’s September 7 letter notifying JJ
15 Global it would perform groundskeeping services under the 2023 award, and (iii) an agreement
16 with GDOE that Kattan 1 and Haya 1 school districts would not be re-solicited. *See* Exh. D.
17 JJ Global’s letter was addressed to Morgan Paul, GDOE Deputy Superintendent for Finance and
18 Administrative Services (“Deputy Superintendent”). GDOE ignored professional courtesy and
19 neglected to respond to JJ Global’s December 19 letter.
20

21 In a second attempt to secure GDOE’s good faith and fair dealing, JJ Global sent a
22 second letter to GDOE Dep. Superintendent Paul seeking at least an acknowledgement or the
23 courtesy of a response. *See* Exh. E. Again, none was forthcoming. Instead, the Dep.
24 Superintendent terminated the September 27, 2024 Letter of Continuance.
25

26 A procurement system lacks integrity when the government acts suspiciously in a quick
27 and inexplicable re-solicitation. *C.f., Algese*, 12-13 (government terminated contract and
28

1 resolicited within the limits of the law). JJ Global in plain and simple terms was double dealt
2 through a (re)solicitation of the same subject matter that was awarded to it and told would be
3 continued for FY2025. JJ Global was forced into a situation in which it had no written contract
4 with rights to act on. It was expressly and in writing told that GDOE wanted it to continue
5 groundskeeping for FY 2025. When it had an indication that GDOE was going back on its word,
6 it tried to get an explanation. However, instead of conducting itself in an open, transparent, fair
7 and honest manner, GDOE ignored its covenants and duties and retaliated against JJ Global,
8 terminating its contract.
9

10
11 GDOE's Agency Statement that JJ Global cannot dictate specifications or deadlines hints
12 at GDOE's double-dealing. GDOE's conduct of the procurement process for groundskeeping
13 services resulted in decreased confidence as vendors know that they may be told something one
14 day which may turn out to be untrue the next; unfair and inequitable treatment as vendors do not
15 have memorialized contractual rights. That same procurement process is a negative impact on
16 purchasing value as GDOE wastes federal money in a time of looming austerity. GDOE's
17 system lacks safeguards for quality or integrity as it hides when asked for an honest in fact
18 explanation, only to turn in a passive-aggressive manner and arbitrarily and capriciously resolicit
19 the same subject matter it had promised earlier would be off the table. The Public Auditor's
20 jurisdiction must be exercised to correct GDOE's behavior, which can be seen stretches from
21 suspicious computer purchases to suspicious procurement administration.
22

23 **B. JJ Global's protest was timely.**

24 GDOE wants absolution for its breaches of covenants and duties and whistles as it walks
25 by and points at the date of the December 18 (re)solicitation. The law clearly is that a protest of
26
27
28

1 a solicitation, specification or award accrues when the protestant knows of facts giving rise to the
2 protest. 5 GCA § 5425 (a).
3

4 The resolicited terms are only a part of the facts that describe the government’s conduct.
5 The (mis)conduct that encompasses procedural irregularities, inclusion of the two schools in
6 GDOE’s (re)solicitation, and misleading amendments is plainly misrepresentation.
7 Misrepresentation accrues when facts constituting misrepresentation are discovered. *See, e.g.*
8 *Cansino v. Bank of America*, 224 Cal.App.4th 1462, 1472 (Cal. Ct. App. 2014). Because of
9 GDOE’s September 27 letter stating JJ Global would continue providing groundskeeping
10 services for the two schools under the 2023 award, JJ Global thought it had reached an
11 agreement for 2025. When it saw GDOE’s solicitation, JJ Global still believed that GDOE was
12 acting in good faith and fair dealing with honesty in fact and tried for weeks to get clarification.
13 In other words, it was acting on its duty to inquire. Instead of acting in good faith with simple
14 honesty, GDOE went dark. So, JJ Global inquired again. Still nothing was said, until there was
15 a termination of the “Letter of Continuance” which, given the unwritten state of JJ Global’s
16 contract for groundskeeping services, is really just no way to run a multimillion dollar agency
17 that depends on federal grants.
18
19

20 The facts giving rise to the protest include precisely the termination of the Letter of
21 Continuance, January 6, when GDOE’s double-dealing became evident—not just knowledge of
22 the terms *per se* of the December 18 solicitation. It is at that fact that GDOE’s bad faith and
23 unfair dealing become apparent. Misrepresentation sprung from the September 27, 2024 Letter
24 of Continuance, evidently made by GDOE without regard to its truth or falsity, so that, JJ Global
25 would perform in accordance with their agreement, whereafter JJ Global continued to perform
26 without notice of any performance deficiency and was harmed by the value of the promised
27
28

1 purchase order. *See HRC Guam Co. v. Bayview II LLC*, 2017 Guam 25 ¶ 81 (elements of
2 misrepresentation) (citations omitted).

3
4 Once the facts showed GDOE had not acted at all times with honesty in fact, it is at that
5 point that, in terms of protested grounds, GDOE’s procedural irregularities, inclusion of the two
6 schools in its (re)solicitation, and is misleading amendments are relevant for administrative
7 relief.

8
9 **C. “We began developing a new contract in October.”**

10 ***1. GDOE clearly and convincingly made a misrepresentation to JJ Global.***

11 Every person who has actual notice of circumstances sufficient to put a prudent person
12 upon inquiry as to a particular fact, has constructive notice of that fact itself in all cases in which,
13 by prosecuting such inquiry, the person might have learned such fact. 1 GCA § 719. Once it
14 learned of the (re)solicitation, JJ Global had a duty to inquire which it did through two separate
15 letters addressed directly to the Dep. Superintendent.

16
17 That act placed a duty on GDOE to correct any misrepresentations made in connection
18 with the September 27 letter. Failing to do so, GDOE breached covenant of good faith and fair
19 dealing. The implied covenant of good faith and fair dealing requires that neither party to a
20 contract interfere with the other party's performance or act in a manner that destroys the
21 reasonable expectations of the other party regarding the benefits of the contract. *Stromness*
22 *MPO, LLC v. United States*, 134 Fed.Cl. 219 (Ct. Cl. 2017), *Horn & Assoc., Inc. v. United*
23 *States*, 140 Fed.Cl. 142 (2017)). This covenant is inherent in every contract and obligates parties
24 to act reasonably and not hinder the other party's performance. *Nat’l Union Fire Ins. Co. of*
25 *Pittsburgh, PA v. Donaldson Co., Inc.*, 272 F.Supp.3d 1099 (D. Minn. 2017); *Prairie Is. Indian*
26 *Community v. Minnesota Dept. of Public Safety*, 658 N.W.2d 876 (Ct. App. Minn. 2003).
27
28

1
2 For the purposes of procurement appeal here, a breach of the covenant occurs when a
3 party fails to respond to an inquiry, thereby hindering the other party's ability to perform or
4 receive the benefits of the contract. *See PNS Stores, Inc. v. Capital City Properties, LLC*, 515
5 P.3d 606 (Wyo. 2022) (court noted that compliance with the obligation to perform a contract in
6 good faith requires actions consistent with the agreed common purpose and justified expectations
7 of the other party); *see also* Markham v. Bradley, 173 P.3d 865 (Ut. Ct. App. 2007) (the
8 covenant prevents either party from impeding the other's performance and from making it
9 difficult or impossible for the other to continue performance. Thus, when GDOE failed to
10 respond to JJ Global, GDOE's silence after JJ Global inquired about the solicitation violated its
11 covenant of good faith and fair dealing.

12
13 **2. *The facts are pretty bad.***

14 According to GDOE spokesperson Tess Reyes-Burrier, GDOE was developing a new
15 contract in October. *See* Exh. F (“We began developing the new contract in October.”). Why,
16 then, did the Dep. Superintendent not rescind the Letter of Continuance? Why did the Dep.
17 Superintendent not respond to JJ Global's two letters in December 2024? That GDOE violated
18 its covenant of good faith and fair dealing is beyond dispute.

19
20 **3. *GDOE's conduct violated the purposes of the Procurement Law***

21 GDOE will likely see reduced levels of federal spending. GDOE's civil servants must be
22 held to task. For their part, they need to provide for increased public confidence in procurement
23 procedures; ensure the fair and equitable treatment of those who deal with the procurement
24 system; provide increased economy in Guam activities and maximize to the fullest extent
25 practicable the purchasing value of public funds of Guam. JJ Global provides cost effective,
26 efficient groundskeeping services at a good price. Assuming *arguendo* it did not (but, of course,
27
28

1 it did), GDOE had to make a determination explaining why it chose to (re)solicit groundskeeping
2 services. But, suspiciously, there is no determination in the procurement record that shows why
3 the same subject matter that was promised in September to JJ Global was to be put out for bid in
4 a new contract a few days later. *C.f.* Complete Procurement Record at GDOE 0002-0048 *with*
5 Exh. G.
6

7 GDOE had a duty to produce the procurement record, including documents which are
8 relevant to the protest, which includes any and all writing containing information relating to the
9 conduct of the public's business prepared, owned, used, or retained by it in any format, including
10 electronic format. 2 GAR Div. 4 § 12105; 5 GCA § 10102 (d). The reason to (re)solicit to
11 achieve increased economy in Guam activities and maximized purchasing value of public funds
12 of Guam to the fullest extent practicable is woefully absent.
13

14 Indeed, the date of the first document in the complete procurement record was December
15 18, 2025 the date of the (re)solicitation of the same subject matter, groundskeeping services. If
16 GDOE began working on a contract in October 2024, why is it that there are no procurement
17 records of that work? GDOE had a duty to produce the procurement record, including
18 documents which are relevant to the protest, which includes any and all writing containing
19 information relating to the conduct of the public's business prepared, owned, used, or retained by
20 it in any format, including electronic format. 2 GAR Div. 4 § 12105; 5 GCA § 10102 (d).
21

22 **D. Increased economy in procurement activities and maximized purchasing value of**
23 **public funds to the fullest extent practicable.**
24

25 GDOE's answer to its self-inflicted wounds is to (re)solicit. Blaming the vendors instead
26 of using the opportunity to maximize public efficiency needs to stop. GDOE's record lacks any
27 specifications prior to issuance of a solicitations. Instead, it may be communicating with elected
28

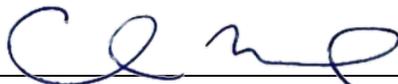
1 public officials outside of the ‘Complete Procurement Record’. *See* Exh. H. At a minimum,
2
3 GDOE must develop specifications and make a determination on them. Only then can the public
4 and vendors see that GDOE endeavors to maximize efficiencies.

5 **E. Jurisdiction to promote integrity of the procurement system**

6 The procurement law purpose to increase economy and maximize purchasing value of
7 GDOE funds is served by a (re)solicitation under these facts. The Public Auditor should order
8 that GDOE promote efficiency in its procurement process for groundskeeping services by
9 developing specifications for the work described in any resulting solicitation. GDOE
10 procurement administration must include an appropriate determination regarding those
11 specifications. GDOE must keep and maintain a ‘Complete Procurement Record’ of
12 communications and documents relevant to the procurement. And, after an award, GDOE must
13 provide a written contract with appropriate terms.
14

15 **RESPECTFULLY SUBMITTED** this 18th day of April, 2025.

17 **McDONALD LAW OFFICE, LLC**
18 Attorneys for Appellant
19 *JJ Global Services*

20 By: 
21 **CHARLES H. McDONALD II**

Exhibit

“A”



JUDITH T. WON PAT Ed. D
Acting Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

NOTICE OF AWARD

March 8, 2023

JJ Global
215 Rojas Street, Suite 126
Harmon Industrial Park
Tamuning, Guam 96921
Tel: (671) 632-1179
Fax: (671) 632-3550
Email: raymund@jjglobal.services

Attn: Mr. Raymund Canete
Business Development Manager

Reference: Grounds Maintenance for Various GDOE Schools and Support Facilities.
Formal Invitation for Bid: GDOE IFB 007-2023

Hafa Adai,

This Notice of Award is issued in regards to the referenced Invitation for Bid (IFB), issued by the Government of Guam, Guam Department of Education for Grounds Maintenance for Various GDOE Schools and Support Facilities. The Guam Department of Education has evaluated the bids received using the evaluation factors identified in the IFB, and the Guam Department of Education is hereby announcing its award to the following Bidder and District:

- **JJ Global**

School Districts

- **KATTAN I - District Schools**
- **HAYA I - District Schools**

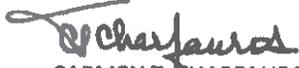
Bidders are hereby notified of this formal award for Grounds Maintenance for Various GDOE Schools and Support Facilities. Pursuant to Guam law, this award is subject to cancellation, including but not limited to the successful execution of the contract by all parties required by Guam law. This notice does not constitute the formation of a contract between the Guam Department of Education and the successful Bidder. The successful Bidder shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Government of Guam is executed. The Guam Department of Education further reserves the right to cancel this Notice of Award at any time prior to the execution of a written contract in accordance with the provisions of the Guam Procurement Law and any other applicable laws or regulations. Bidders are hereby notified that they have limited rights to protest this Award as stated under the Guam Procurement Law.

If you have any questions regarding this matter, kindly contact our office at (671) 475-0438.

Please acknowledge receipt and return via email to aquinata@gdoe.net.

Exhibit A

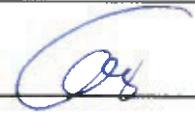
Sincerely,


CARMEN T. CHARFAUROS
Supply Management Administrator

Acknowledgement Receipt

MARLA CHERRY CAWETE

Print Name


Signature

8 MARCH '23

Date

4:30 PM

Time

Exhibit

“B”



Purchase Order

Fiscal Year 2023

Page 1 of 2

BILL TO

FINANCIAL AFFAIRS
DEPARTMENT OF EDUCATION
GOVERNMENT OF GUAM
501 MARINER AVENUE
BARRIGADA, GUAM 96913-1608

IMPORTANT PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENT.	
Purchase Order #	20231033-00

Delivery must be made within
doors of specified destination.

VENDOR

JJ GLOBAL SERVICES
P.O. BOX 217881
BARRIGADA GU 96921

SHIP TO

FACILITIES & MAINTENANCE
RT 1 162 N MARINE CORPS DRIVE
PITI GU 96915

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-632-1179		671-632-3550		23000763		IFB 007-2023 INITIAL YEAR	
Date Ordered	Vendor Number	Date Required	Expiration		Department/Location		
03/30/2023	11355				FACILITIES & MAINTENANCE		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	C16(90)(1)- Grounds Maintenance The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading INSTRUCTION TO VENDOR: 1. DO NOT OVERSHIP OR SUBSTITUTE WITHOUT PRIOR APPROVAL FR. PURCHASING DEPT. 2. SEND ALL INVOICES, CERTIFIED ORIGINAL AND ONE (1) COPY TO GDOE FINANCIAL AFFAIRS, 501 MARINER AVENUE, BARRIGADA GU, 96913						
1	GDOE HAS AWARDED THIS IFB TO A QUALIFIED AND LICENSED CONTRACTOR TO PROVIDE GROUNDS MAINTENANCE SERVICES AT NINE (9) GDOE SCHOOLS. JJ GLOBAL SERVICES HAS BEEN AWARDED 2 DISTRICTS: KATTAN I & HAYA I			14.0	EACH	\$1,113.540	\$15,589.56
	KATTAN I DISTRICT (4 SCHOOLS)						
	AUEDA I JOHNSTON MIDDLE (AIJMS)						
	221.91.000.023022.21.2600.12.85020					\$15,589.56	
2	GEORGE WASHINGTON HIGH (GWHS)			14.0	EACH	\$1,790.620	\$25,068.68
	221.91.000.023022.21.2600.12.85020					\$25,068.68	
3	ORDOT-CHALAN PAGO ELEMENTARY (OCPE)			14.0	EACH	\$898.100	\$12,573.40
	221.91.000.023022.21.2600.12.85020					\$12,573.40	
4	CAPTAIN H.B. PRICE ELEMENTARY (HBRES)			14.0	EACH	\$1,209.590	\$16,934.26
	TOTAL COST FOR KATTAN I: \$70,165.90						
	221.91.000.023022.21.2600.12.85020					\$16,934.26	
5	HAYA I DISTRICT (5 SCHOOLS)			14.0	EACH	\$860.120	\$12,041.68
	INARAJAN ELEMENTARY (IES)						
	221.91.000.023022.21.2600.12.85020					\$12,041.68	
6	INARAJAN MIDDLE (IMS)			14.0	EACH	\$1,029.290	\$14,410.06
	221.91.000.023022.21.2600.12.85020					\$14,410.06	
7	MERIZO MARTYERS MEMORIAL ELEMENTARY (MMMES)			14.0	EACH	\$205.130	\$2,871.82
	221.91.000.023022.21.2600.12.85020					\$2,871.82	
8	M.U. LUJAN ELEMENTARY (MULES)			14.0	EACH	\$989.310	\$13,850.34

Exhibit B

PO Total	\$127,372.56
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Purchase Order

Fiscal Year 2023

Page 2 of 2

B I L L T O

FINANCIAL AFFAIRS
DEPARTMENT OF EDUCATION
GOVERNMENT OF GUAM
501 MARINER AVENUE
BARRIGADA, GUAM 96913-1608

IMPORTANT PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENT.	
Purchase Order #	20231033-00

Delivery must be made within doors of specified destination.

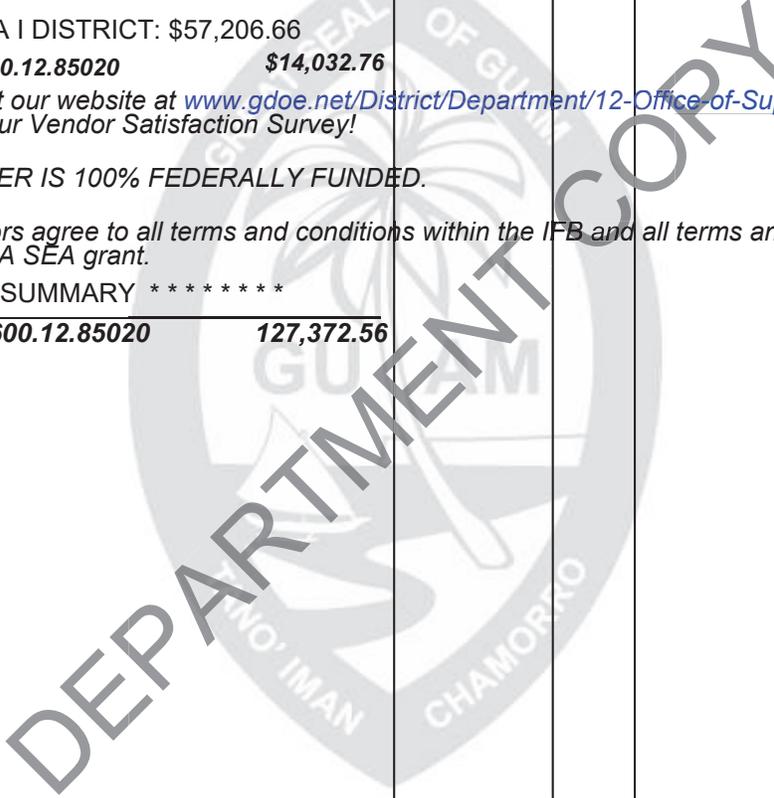
V E N D O R

JJ GLOBAL SERVICES
P.O. BOX 217881
BARRIGADA GU 96921

S H I P T O

FACILITIES & MAINTENANCE
RT 1 162 N MARINE CORPS DRIVE
PITI GU 96915

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-632-1179		671-632-3550		23000763		IFB 007-2023 INITIAL YEAR	
Date Ordered	Vendor Number	Date Required	Expiration		Department/Location		
03/30/2023	11355				FACILITIES & MAINTENANCE		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
9	221.91.000.023022.21.2600.12.85020 TALOFOFO ELEMENTARY (TALES)			14.0	EACH	\$1,002.340	\$14,032.76
	TOTAL COST FOR HAYA I DISTRICT: \$57,206.66						
	221.91.000.023022.21.2600.12.85020 \$14,032.76						
	<p>How is our service? Visit our website at www.gdoe.net/District/Department/12-Office-of-Supply-Management to fill out our Vendor Satisfaction Survey!</p> <p>THIS PURCHASE ORDER IS 100% FEDERALLY FUNDED.</p> <p>For IFB 007-2023 vendors agree to all terms and conditions within the IFB and all terms and conditions of the ARP OA SEA grant.</p> <p>***** GL SUMMARY *****</p>						
	221.91.000.023022.21.2600.12.85020						127,372.56



PO Total	\$127,372.56
-----------------	--------------

Exhibit

“C”



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

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

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



CARMEN T. CHARFAUROS
Supply Management Administrator

September 27, 2024

To: JJ Global
215 Rojas Street, Suite 126
Harmon Industrial Park
Tamuning, Guam 96913
Tel: (671) 632-1179
Fax: (671) 632-3550
Email: jig@teleguam.net

Attn: Mr. Luis E. Bustamante
President / CEO

Subject: Continuance of Services

Reference: Grounds Maintenance Services for Various GDOE Schools
Formal Invitation for Bid: GDOE IFB 007-2023

Dear Mr. Bustamante,

As we approach the close of our fiscal year 2024 and await the approval of our FY2025 spending plan, we would like to inform you that a Purchase Order will be issued for the upcoming fiscal year once approval is granted.

In the interim, this letter serves as formal authorization for your company to proceed with the services outlined in the above-referenced IFB, ensuring no disruptions in service. All provisions, including the General Intent, Scope of Work, Special Provisions, and General Terms and Conditions of the IFB and its amendments, are hereby incorporated by reference.

Sincerely,


CARMEN T. CHARFAUROS
Supply Management Administrator

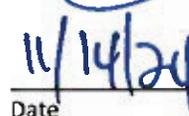
Acknowledgement Receipt



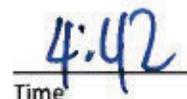
Print Name



Signature



Date



Time

Exhibit C

Exhibit

“D”

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 black ink that reads "Luis R. Bustamante".

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

Exhibit

“E”

December 26, 2024



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

Subject: Urgent Follow-Up to JJ Global’s Pre-Protest Notice of Discrepancies and Request for Resolution Dated December 20, 2024

Dear Mr. Paul,

I am writing to follow up on our letter dated December 20, 2024, regarding the significant discrepancies and procedural concerns involving Invitation for Bid (IFB) 002-2025 and our prior contractual agreement for IFB 007-2023. To date, we have not received any response or acknowledgment from your office.

This continued silence is deeply concerning, given the gravity of the issues outlined in our original correspondence. The absence of formal notification regarding GDOE's decision not to exercise the first option year for IFB 007-2023 is a clear violation of both contractual obligations and Guam Procurement Law. Furthermore, your department’s explicit direction for JJ Global to continue services under IFB 007-2023—combined with our adherence to these instructions—established a binding agreement for the second option year.

Additionally, the assurances provided by GDOE's Procurement Group that a Purchase Order (PO) would be issued and that the regions we currently service would not be re-solicited further solidify our position. The subsequent release of IFB 002-2025, which includes regions under our current contract, not only breaches these assurances but also undermines our ability to provide uninterrupted services.

We reiterate our request for the following actions to be taken immediately:

1. Amend IFB 002-2025 to exclude the regions currently under our contract.
2. Issue a formal notice of amendment to IFB 007-2023 to accurately reflect any mutually agreed-upon changes.

Failure to address these discrepancies risks significant disruption to critical grounds maintenance services for GDOE schools and places an undue burden on our organization.



We require a written response confirming your commitment to resolving these issues by no later than 5:00 PM on Monday, December 30, 2024. Should we fail to receive a satisfactory response by this deadline, we will be compelled to initiate formal protest procedures and pursue all legal remedies available to us.

This is our final attempt to resolve this matter amicably. We strongly urge GDOE to uphold its commitments and ensure compliance with applicable laws and contractual terms.

We await your prompt reply.

Sincerely,

A handwritten signature in black ink that reads 'Luis R. Bustamante'.

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

Exhibit

“F”

https://www.guampdn.com/news/updated-gdoe-seeks-new-contractor-for-grass-cutting-other-maintenance-work/article_31cb889c-cb3f-11ef-b70c-bf75e8a3fec1.html

UPDATED: GDOE seeks new contractor for grass cutting, other maintenance work

By Julianne Hernandez Pacific Daily News
Jan 7, 2025



Department of Public Works employees clear overgrowth from safety railings along Route 16 in Barrigada on Dec. 13, 2023.

Rick Cruz/Pacific Daily News



*(Editor's note: This story has been updated to include JJ Global Services statement that it "maintains an active contract with the Guam Department of Education" and other matters that took place, "including a formal protest filed with GDOE," among other things.)*The Guam Department of Education is actively searching for a new contractor for grass cutting and other school grounds maintenance work after it said one company's agreement "lapsed" but still "performing the function" until a new agreement is finalized, and another issued a 30-day notice of non-renewal of contract.

"We are actively soliciting a new contract to ensure continued maintenance support," GDOE spokesperson Tess Reyes-Burrier told the Pacific Daily News. "We began developing the new contract in October."

She said the request for quotes closes on Jan. 25.

"We will then select a new contractor," she added.

In July 2024, Guam Cleaning Masters, which serviced about 26 campuses, provided a 30-day notice of non-renewal of its contract. It notified GDOE by email that it would not renew its contract expiring at the end of August.

This issue was discussed at a recent Guam Education Board meeting, where concerns were raised about contractors failing to meet obligations for grass-cutting services and the challenges schools face in maintaining their grounds.

"Only one contract lapsed, but they are still performing the function," Reyes-Burrier said. "The other company's contract did not lapse—they quit providing the service with 30 days' notice as per the contract."

The company with the "lapsed" contract with GDOE is JJ Global Services, according to GDOE's Reyes-Burrier. However, the company had an agreement with GDOE to continue providing ground maintenance until a new agreement was

finalized.

“We did a Letter of Continuance agreed between us and JJ Global, prior to the contract expiring, for them to continue operating until we extend their old contract,” Reyes-Burrier said.

On Wednesday, JJ Global Services president and CEO Luis Bustamante sent a letter clarifying that “JJ Global Services maintains an active contract with the Guam Department of Education (GDOE) and has consistently fulfilled its obligations under this agreement.”

“Contrary to the recent Guam PDN article, our contract was neither terminated nor abandoned. Any changes to our contract or related procurement processes have been addressed through proper legal channels, including a formal protest filed with GDOE,” Bustamante wrote. “JJ Global remains committed to providing reliable grounds maintenance services to GDOE.”

Education Board Chairwoman Mary Okada emphasized the importance of rebidding the grass-cutting services since the current contractor cannot complete their term.

Vice Chairman Angel Sablan noted that while mayors have stepped in to handle the work, this is not a sustainable solution.

He also mentioned that mayors are demanding full reimbursement for the costs incurred.

Board members acknowledged mayors’ efforts but called for a long-term solution.

They urged GDOE to expedite the new contracts for consistent groundskeeping services and are considering additional funding for municipalities to cover future maintenance needs.

In the meantime, village mayors and GDOE's maintenance staff are providing temporary relief by mobilizing municipal resources to maintain school facilities while the new contract is being solicited.

Contact reporter Julianne Hernandez at jhernandez@guampdn.com or 671-483-1429.

Julianne Hernandez

Exhibit

“G”



**GROUNDS MAINTENANCE SERVICES
FOR VARIOUS GDOE SCHOOLS AND
SUPPORT FACILITIES**

Invitation for Bid

No. 007-2023

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

CARMEN T. CHARFAUROS
Supply Management Administrator

TABLE OF CONTENTS

Section 1 - INVITATION FOR BID (IFB) TIMELINE 3

Section 2 - PROJECT DESCRIPTION 4

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION 7

Section 4 - TERMS AND CONDITIONS 14

Section 5 - FORMS REQUIRED IN RESPONSE TO IFB 17

Section 6 - BID FORMS AND ATTACHMENTS 22

Section 1 - INVITATION FOR BID (IFB) TIMELINE

1.1. INVITATION FOR BID (IFB) TIMELINE

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, January 11, 2023	IFB Issuance	8:00 a.m. Chamorro Standard Time (CHST)
Friday, January 13, 2023	Deadline for Request to Hold Pre-Bid Conference	3:00 p.m. Chamorro Standard Time (CHST)
Thursday, January 19, 2023	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (CHST)
Wednesday, January 25, 2023	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (CHST)
Thursday, February 02, 2023	Deadline for Submission	3:00 p.m. Chamorro Standard Time (CHST)
Thursday, February 02, 2023	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. Deadline for submission of all bids is 3:00 p.m. Chamorro Standard Time (CHST), Thursday, February 02, 2023. 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 007-2023 GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE 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.

2.3. PROJECT DESCRIPTION

GROUNDS 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.

During the dry season, January through June, one (1) cut per month will be performed. As the months of July through December are rainy season months, one (1) cut will be performed every three (3) weeks during these months performed (a total of 8 cuts for the six months rainy season period). Once awarded, selected Contractor(s) will be required to turn in to Facilities Maintenance Division a tentative grass cutting schedule for each school awarded. Award will be based on the lowest, most responsive, and responsible bid for each District/Sub-District as detailed on the Bid Form (ATTACHMENT B).

NOTE: Contractor must provide an offer for ALL schools within each District/Sub-District. For example, if a Contractor chooses to provide an offer on Lagu 1 Schools, the offer must be for all Lagu 1 Schools. If Contractor decides not to offer on a District/Sub-District of schools, Contractor must submit a "NO Quote". Offers for select schools within a District will not be considered/entertained.

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. 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. 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 submitted to the Facilities and 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 planters, 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.

The contractor shall ensure that all fenced in areas, e.g. pump stations, AC units, etc are cut.

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 rainy season (July to December), 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.

Tree Maintenance

Maintenance of trees and shrubs are necessary to protect the safety of students, staff, and visitors and keep GDOE sites clear from 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 over grown 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 Facilities and Maintenance of extra cost and labor which may occur.

CONTRACT TERM

The initial award under this IFB shall expire one (1) year from the date of contract award with the option to renew for up to four (4) additional one (1) year terms.

CONTRACT MANAGEMENT

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 or Operations Facility Site Administrative Staff or Administrator shall rate the Contractor's performance and return the completed form to the Contractor. 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 GDOE Facilities Maintenance, 501 Mariner Avenue, Tiyan, Barrigada, Building A or emailed to Yolanda Duenas, Program Coordinator II, F&M Division at ymduenas@gdoe.net and Philip Toves, F&M Manager at patoves@gdoe.net. The Contractor will ensure that the contractor's copies

are signed, dated, and initialed by the person accepting invoices.

DISCREPANCIES, COMPLAINTS, AND PENALTIES

Should an Unsatisfactory Review occur upon inspection, the school representative shall notify the contractor by submitting a copy of the CPS, via email, to the Contractor with copies to F&M within two working days. The Contractor will be given five (5) working days to satisfactorily correct any deficiencies. Should the Contractor fail to correct a deficiency within the five day curing period, GDOE has the authority to make deductions at a prorated rate equal to the work value of the unfinished/unsatisfactory.

EXAMPLE: Total unfinished work equals one quarter (1/4) of the total area – a one quarter deduction will be taken from the total cut rate price (a minimum deduction of one half (1/2) of one acre cost will be made – Contractor's acre cost is \$50.00 - \$25.00 will be deducted) The amount deducted will be used to hire another contractor to complete the pending/unfinished/substandard work.

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.

Prospective Contractors have the opportunity to schedule site visits with schools and operations sites at their own time prior to the deadline for submission of the Request for Quote.

2.4. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS

Phil Toves, GDOE Facilities and Maintenance Manager

Nik Cruz, Program Coordinator

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 or BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE IFB 007-2023 IN THE SUBJECT OR REFERENCE LINE.

3.1.2. MULTI-PART BID

Award will be based on the lowest, most responsive, and responsible bid for each District/Sub-District as detailed in the Bid Form (Attachment B). This solicitation is a MULTI-PART BID and will be evaluated based on the total lump sum price submitted for each District/Sub-District and will be awarded to the lowest, most responsive and responsible bidder for each District/Sub-District.

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. 007-2023</p> <p>Bidder's Name: _____ Bidder's Address: _____ Submittal Date: ____ / ____ / ____ Submittal Time: ____:____ a.m./p.m.</p> <p>Attention: ANTHONY E. QUINATA BUYER SUPERVISOR II</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: Thursday, February 02, 2023

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. 007-2023
501 MARINER AVENUE, SUITE 116

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.

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.**

Contractor must provide an offer for ALL schools within each District/Sub-District. For example, if a Contractor chooses to provide an offer on Lagu 1 Schools, the offer must be for all Lagu 1 Schools. If Contractor decides not to offer on a District/Sub-District of schools, Contractor must submit a "NO Quote". Offers for select schools within a District will not be considered/entertained.

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.

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, January 13, 2023**

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, January 19, 2023**

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

The duration of this award shall be for one (1) year upon receipt of the, Notice to Proceed, and with the option to renew for up to four (4) additional one-year (1) periods, subject to the availability of funds and subject to the terms of the IFB. A modification to extend time to perform services may only be made with the consent of both parties in writing and on the condition that such modification shall not increase the costs for services hereunder.

In the event of contract cancellation due to 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 of the contract and the Guam Department of Education consent of both parties, and is subject to the availability of funds. Prior to the start of any renewal terms, Contractor shall submit written assurance that it shall comply with the most recent Wage and Benefits Determination for Guam promulgated by the U.S. Department of Labor.

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

Administered by the Guam Department of Education & funded by the American Rescue Plan - Outlying Area - State Education Agency.

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 now of goods or services.

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.

3.2.22. TERMINATION OF CONTRACT

GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

1.

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor 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 Agreement 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 Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor 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 Contractor's right to proceed with the contract or such part of the contract 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 Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor 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 Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001



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, Luis E. Bustamante, representative for JJ Global Services, 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. 007-2023. 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. 007-2023.

2. I, Luis E. Bustamante, representative for JJ Global Services, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for GDOE IFB No. 007-2023.

Name: Luis E. Bustamante

Title: President / CEO

Signature: _____

Tel #: 671 632 3550

Address: 351 Alageta Street Dededo Guam 96929

Fax #: 671 632 1779

Email: jig@teleguam.net

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)

Attachment A

INVITATION FOR BID IFB 007-2023 PROPERTY LIST BY SIZE – DISTRICT/SUB-DISTRICT

INSTRUCTIONS: Contractor must bid on ALL schools within each District. For example, if Contractor chooses to provide an offer on Northern Schools, the offer must be for all Northern Schools. If Contractor decides not to offer on Northern Schools, Contractor must submit a "NO BID". Offers for specific schools within a District will not be considered/entertained.

ITEM NO.	SCHOOL	LOCATION	ACREAGE
LAGU I DISTRICT SCHOOLS			
1	Astumbo Elementary (AES)	Dededo	10
2	J.M. Guerrero Elementary (JMGES)	Dededo	10
3	Maria A. Ulloa Elementary (MAUES)	Dededo	8
4	Vicente S.A. Benavente Middle (VSABMS)	Dededo	19
5	Wettengel Elementary (WES)	Dededo	13
TOTAL (LAGU I DISTRICT SCHOOLS)			60
LAGU II DISTRICT SCHOOLS			
6	D. L. 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
TOTAL (LAGU II DISTRICT SCHOOLS)			70
LUCHAN DISTRICT SCHOOLS			
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 (JRMS)	Piti	9
16	L.B.J. Elementary (LBJES)	Tamuning	12

17	Tamuning Elementary (TAMES)	Tamuning	6
TOTAL (LUCHAN DISTRICT SCHOOLS)			47
KATTAN I DISTRICT SCHOOLS			
18	Agueda I. Johnston Middle (AIMS)	Ordot	17
19	George Washington High (GWHS)	Mangilao	46
20	Ordot-Chalan Pago Elementary (OCPE)	Ordot	15
21	Captain H. B. Price Elementary (HBPE)	Mangilao	13
TOTAL (KATTAN I DISTRICT SCHOOLS)			91
KATTAN II DISTRICT SCHOOLS			
22	B.P. Carbullido Elementary (BPCE)	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
TOTAL (KATTAN II DISTRICT SCHOOLS)			32
HAYA I DISTRICT SCHOOLS			
26	Inarajan Elementary (IES)	Inarajan	8
27	Inarajan Middle (IMS)	Inarajan	9
28	Merizo Martyers Memorial Elementary (MMES)	Merizo	9
29	M.U. Lujan Elementary (MULES)	Yona	9
30	Talofoto Elementary (TALES)	Talofoto	13
TOTAL (HAYA I DISTRICT SCHOOLS)			48
HAYA II DISTRICT SCHOOLS			
31	Harry S. Truman Elementary (HSTES)	Agat	14
32	J.P. Torres Success Academy	Santa Rita	7
33	Marcial A. Sablan Elementary (MASES)	Agat	6
34	Oceanview Middle (OMS)	Agat	19
35	Southern High (SHS)	Santa Rita	27
TOTAL (HAYA II DISTRICT SCHOOLS)			73
GDOE SUPPORT FACILITIES			

36	Food & Nutrition TEFAP Distribution Warehouse	Piti	.5
37	Facilities & Maintenance Warehouse	Piti	.5
TOTAL (GDOE SUPPORT FACILITIES)			1
TOTAL (ALL DISTRICTS & SUPPORT FACILITIES)			422

ATTACHMENT B
INVITATION FOR BID IFB 007-2023
BID FORM

INSTRUCTIONS: Contractor must bid on ALL schools and/or facilities within each region. For example, if a Contractor chooses to provide an offer on Lagu I District Schools, the offer must be for ALL Lagu I District Schools. Offers for specific schools within a region will not be considered/entertained. If Contractor decides not to offer on Lagu I District Schools, Contractor must submit a "NO BID".

ITEM NO.	SCHOOL	LOCATION	ACREAGE	PRICE PER CUT	NUMBER OF CUTS	TOTAL PRICE
LAGU I DISTRICT SCHOOLS						
1	Astumbo Elementary (AES)	Dededo	10		14	
2	J.M. Guerrero Elementary (JMGES)	Dededo	10		14	
3	Maria A. Ulloa Elementary (MAUES)	Dededo	8		14	
4	Vicente S.A. Benavente Middle (VSABMS)	Dededo	19		14	
5	Wettengel Elementary (WES)	Dededo	13		14	
TOTAL PRICE (LAGU I DISTRICT SCHOOLS)						
LAGU II DISTRICT SCHOOLS						
6	D. L. Perez Elementary (DLPES)	Yigo	14		14	
7	F. B. Leon Guerrero Middle (FBLGMS)	Yigo	10		14	
8	Finegayan Elementary (FINES)	Dededo	7		14	
9	Machananao Elementary (MES)	Yigo	10		14	
10	Simon Sanchez High (SSHS)	Yigo	15		14	
11	Upi Elementary (UPIES)	Yigo	14		14	
TOTAL PRICE (LAGU II DISTRICT SCHOOLS)						
LUCHAN DISTRICT SCHOOLS & GDOE SUPPORT FACILITIES						
12	Agana Heights Elementary (AHES)	Agana Heights	7		14	
13	Chief Brodie Memorial Elementary (CBES)	Tamuning	7		14	
14	C.L. Taitano Elementary (CLTES)	Sinajana	6		14	
15	Jose L.G. Rios Middle (JRMS)	Piti	9		14	
16	L.B.J. Elementary (LBJES)	Tamuning	12		14	
17	Tamuning Elementary (TAMES)	Tamuning	6		14	
18	Food & Nutrition TEFAP Distribution Warehouse	Piti	.5		14	

19	Facilities & Maintenance Warehouse	Piti	.5		14	
TOTAL PRICE (LUCHAN DISTRICT SCHOOLS & GDOE SUPPORT FACILITIES)						
KATTAN I DISTRICT SCHOOLS						
20	Agueda I. Johnston Middle (AIJMS)	Ordot	17		14	
21	George Washington High (GWHS)	Mangilao	46		14	
22	Ordot-Chalan Pago Elementary (OCPE)	Ordot	15		14	
23	Captain H. B. Price Elementary (HBPE)	Mangilao	13		14	
TOTAL PRICE (KATTAN I DISTRICT SCHOOLS)						
KATTAN II DISTRICT SCHOOLS						
24	B.P. Carbullido Elementary (BPCES)	Barrigada	4		14	
25	J,Q, San Miguel Elementary (JQSMES)	Toto	11		14	
26	Luis P. Untalan Middle (LPUMS)	Barrigada	7		14	
27	Pedro C. Lujan Elementary (PCLES)	Barrigada	10		14	
TOTAL PRICE (KATTAN II DISTRICT SCHOOLS)						
HAYA I DISTRICT SCHOOLS						
28	Inarajan Elementary (IES)	Inarajan	8		14	
29	Inarajan Middle (IMS)	Inarajan	9		14	
30	Merizo Martyers Memorial Elementary (MMMES)	Merizo	9		14	
31	M.U. Lujan Elementary (MULES)	Yona	9		14	
32	Talofof Elementary (TALES)	Talofof	13		14	
TOTAL PRICE (HAYA I DISTRICT SCHOOLS)						
HAYA II DISTRICT SCHOOLS						
33	Harry S. Truman Elementary (HSTES)	Agat	14		14	
34	J.P. Torres Success Academy	Santa Rita	7		14	
35	Marcial A. Sablan Elementary (MASSES)	Agat	6		14	
36	Oceanview Middle (OMS)	Agat	19		14	
37	Southern High (SHS)	Santa Rita	27		14	
TOTAL PRICE (HAYA II DISTRICT SCHOOLS)						

Exhibit

“H”

FEATURED

Mayors frustrated over lack of school grass-cutting, maintenance amid \$70M unspent funding; Gambling could be back for Liberation Day

By Haidee Eugenio Gilbert Pacific Daily News
Mar 1, 2023



Mayors' Council of Guam President Jesse Alig leads the singing of the national anthem at the start of a meeting Ma Sablan and other mayors addressed members in CHamoru language in honor of March as CHamoru Month.

Haidee Eugenio Gilbert/PDN



Mayors on Wednesday said none of the 12 senior citizen centers in 11 villages will close, and hinted at the possibility of gambling returning to the Liberation Day carnival this year.

But much of the mayors' and vice mayors' discussion was on the lack of proper public school maintenance amid \$70 million in still unspent federal American Rescue Plan funding.

Mayors also shared their frustration with private contractors not being held accountable for school grass-cutting that end up being forced on mayors.

Mayors' Council of Guam President Jesse Alig, who is mayor of Piti, said the council wants to make sure that mayors' offices are given the proper financial, manpower and material resources to help run senior citizen centers, which are the responsibility of the Department of Public Health and Social Services.

There's never been an intention to shut down these manamko' centers, he said.

"That's furthest from the truth. We just want to make sure that the program is run properly," Alig said, adding that MCOG wants to make sure the mayor's office operations are not hampered by additional duties.

Council Executive Director Angel Sablan said one of the options is for Public Health to direct the senior citizen service funding to the individual mayors' offices instead of giving them through the council.

"Just assure your seniors that we are not kicking them out the door. The program will still be there. It's just that we're looking for opportunities to make sure that we provide them, like the president says, the best program that we can give them, instead of just coming to eat and play Bingo," Sablan told the mayors. "We need to provide them something else that will be good for their health, good for their

sanity...so that when they go home they're happy and content that they went to a place where they met friends and danced and prayed and ate with and come home and look forward to the next day, instead of the same old thing day in and out."

Grass cutting

Mayors said private contractors that were hired to cut the grass at Guam Department of Education schools have not been doing their job, so school administrators directly ask mayors to cut the campus grass for them instead.

At the meeting, mayors said Guam DOE should hold these contractors accountable.

"Fire your contractor," Sablan said after the meeting, if school contractors are not doing their job.

While mayors have been helping schools with grass cutting, the requests come too often, they said, hampering mayors' other operations and without any funding from Guam DOE.

"Our problem is, we don't want somebody that's already contracted to do it, to sit on your dagan and then wait for the mayor to come and cut the grass. GDOE has to hold these people accountable. If they have a contract to cut the grass once a month, twice a month, then go after them and make sure they cut the grass as far as their contract is concerned," Sablan said.

Sablan, who is also an elected member of the Guam Education Board, and Dededo Mayor Melissa Savares, who represents the mayors on the education board, said they hear the mayors' frustration and will continue to press Guam DOE and the board to work on these matters.

Santa Rita-Sumai Mayor Dale Alvarez said there's a contractor hired to cut the grass at Southern High School and he sees them "every now and then" but he as village mayor still cuts the grass by the school softball field when the school asks

for it.

”It seems the school grass has not been cut for the last two years because it’s so thick,” he said, adding that he wants to help the youth in the village with their sports needs. “But I’m just wondering what they are paying the contractor to do things like that and they’re not cutting. I say they’re cutting only the easy part so we gotta watch out on that.”

\$70M funding

Talo’fo’fo’ Mayor Vicente Taitague thinks that all these problems are caused by a lack of funding, but Sablan said “it’s not a funding issue” because there’s \$70 million in unspent ARP funding for GDOE that could help with the school maintenance.

”They just need to put the money where it is needed,” Sablan said.

Sablan said if GDOE has all this money unused, it should outsource or contract out maintenance work to private companies that can do the job.

He said there’s no reason J.Q. San Miguel Elementary School has to use a clothes hanger for a bathroom tissue holder, or for tangan-tangan to grow taller than Southern High School’s sports field scoreboard.

”If we don’t have the employees to do the maintenance, the electrical, the plumbing, the aircon, then look at outsourcing it because we cannot have our schools sit and wait until one maintenance person who is responsible for 30-some schools has a chance to go out there. Outsource it so when something happens, when a toilet is leaking, the principal...can pick up the phone and say we have a leak here. Send your people out here. But you need to have a contractor to do that,” he said in an interview after the MCOG meeting.

Gambling

Mayors, along with Adelup, are now preparing for the annual celebration of Liberation Day. At the meeting, mayors said Agana Heights Mayor Paul McDonald will chair the gaming or gambling committee although the final decision on whether gambling will return at the Liberation Carnival rests with the governor.

McDonald said while awaiting the governor's decision, he said vendors should start preparing for bids that would come out.

Kiddie rides and games returned to the Liberation Carnival last year after a two-year hiatus because of the COVID-19 pandemic, but there was no gambling. The parade also resumed last year.

Liberation Day memorials and commemorations have not stopped even during the pandemic. This year, mayors said there will also be a Liberation queen and raffle drawing, among other things.

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