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2  
3 **PROCUREMENT APPEAL**

4 **McDONALD LAW OFFICE, LLC**

5 173 Aspinall Avenue, Suite 207A

6 Hagatna, Guam 96910

7 Telephone: (671) 588-8866

8 Facsimile: 671-472-9616

9 Email: guam@mcdonald.law

10 Attorneys for Appellant:

11 *JJ Global Services*

RECEIVED  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS  
DATE: 3/17/25  
TIME: 4:33 PM ✓  
FILED OPA-PA-003  
Thomas Quichocho

12 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**

13 IN THE APPEAL OF

14 JJ GLOBAL SERVICES,

15 Appellant.

Notice of Procurement Appeal

Docket No. OPA-PA-003

16 To: **Office of Public Accountability (“OPA”)**

17 **APPELLANT INFORMATION**

18 Name: JJ Global Services (“JJ Global”)

19 Mailing Address: P.O. Box 217881 GMF Barrigada, Guam 96921

20 For purposes of this Appeal, please direct filings and correspondence  
21 to JJ Global’s legal Counsel:

22 Charles H. McDonald II, Esq.  
McDonald Law Office, LLC  
173 Aspinall Avenue, Suite 207A  
Hagatna, Guam 96910

23 Business Address: 215 Rojas Street, Suite 126 Harmon Industrial Park  
24 Tamuning, Guam 96921

25 Email Address: [guam@mcdonald.law](mailto:guam@mcdonald.law)

26 Daytime Contact No.: 671-588-8866

27 Fax No.: 671-472-9616

28

1  
2 **Appeal Information**

- 3 A. Purchasing Agency: Guam Department of Education  
4 B. Procurement No.: GDOE IFB 002-2025  
5 C. Decision being appealed was made on February 28, 2025 by Carmen T. Charfauros,  
6 Supply Management Administrator, Guam Department of Education  
7 D. Appeal is made from a Decision on Protest Letters Received on Jan. 6 and 7, 2025.  
8 E. Names of competing Bidders, Offerors, or Contractors known to Appellant:  
9 Unknown at this time.  
10

11 **Statement Supporting the Appeal**

12 **1. Introduction and Background**

13 JJ Global Services, Inc. ("JJ Global"), the Appellant, hereby submits this statement of  
14 grounds for appeal to the Office of Public Accountability, challenging the decision made by the  
15 Guam Department of Education (GDOE) regarding the non-transparent, unfair and award of  
16 contracts violative of the integrity of Guam's Procurement Process, Procurement Organization and  
17 the purposes of the Procurement Law. This appeal is based on procedural irregularities,  
18 inappropriate unfair and non-transparent termination of services, unfair and non-transparent  
19 inclusion of regions under existing contracts, and misleading amendments, as initially outlined in  
20 JJ Global's original protest.  
21

22 GDOE issued IFB 007-2023 on 1/11/23. Exh. 13. IFB 007-2023 was amended on 1/24/23.  
23 The Scope of Work included Grounds Maintenance, Mowing, Edging, Grass Clippings/Blowing,  
24 and Tree Maintenance and the term of the contract was for one year with the option to renew for  
25 up to four additional one-year terms. The specific properties for the services included the  
26 following:  
27  
28

1  
2 • **LAGU I District Schools:**

- 3 1. Astumbo Elementary (AES) - Dededo (10 acres)  
4 2. J.M. Guerrero Elementary (JMGES) - Dededo (10 acres)  
5 3. Maria A. Ulloa Elementary (MAUES) - Dededo (8 acres)  
6 4. Vicente S.A. Benavente Middle (VSABMS) - Dededo (19 acres)  
7 5. Wettengel Elementary (WES) - Dededo (13 acres)

8 • **LAGU II District Schools:**

- 9 1. D.L. Perez Elementary (DLPES) - Yigo (14 acres)  
10 2. F.B. Leon Guerrero Middle (FBLGMS) - Yigo (10 acres)  
11 3. Finegayan Elementary (FINES) - Dededo (7 acres)  
12 4. Machananao Elementary (MES) - Yigo (10 acres)  
13 5. Simon Sanchez High (SSHS) - Yigo (15 acres)  
14 6. Upi Elementary (UPIES) - Yigo (14 acres)

15 • **LUCHAN District Schools:**

- 16 1. Agana Heights Elementary (AHES) - Agana Heights (7 acres)  
17 2. Chief Brodie Memorial Elementary (CBES) - Tamuning (7 acres)  
18 3. C.L. Taitano Elementary (CLTES) - Sinajana (6 acres)  
19 4. Jose L.G. Rios Middle (JRMS) - Piti (9 acres)  
20 5. L.B.J. Elementary (LBJES) - Tamuning (12 acres)  
21 6. Tamuning Elementary (TAMES) - Tamuning (6 acres)

22 • **KATTAN I District Schools:**

- 23 1. Agueda I. Johnston Middle (AIJMS) - Ordot (17 acres)  
24 2. George Washington High (GWHS) - Mangilao (46 acres)  
25 3. Ordot-Chalan Pago Elementary (OCPE) - Ordot (15 acres)  
26 4. Captain H.B. Price Elementary (HB PES) - Mangilao (13 acres)

1  
2 • **KATTAN II District Schools:**

- 3 1. B.P. Carbullido Elementary (BPCEs) - Barrigada (4 acres)  
4 2. J.Q. San Miguel Elementary (JQSMES) - Toto (11 acres)  
5 3. Luis P. Untalan Middle (LPUMS) - Barrigada (7 acres)  
6 4. Pedro C. Lujan Elementary (PCLES) - Barrigada (10 acres)

7 • **HAYA I District Schools:**

- 8 1. Inarajan Elementary (IES) - Inarajan (8 acres)  
9 2. Inarajan Middle (IMS) - Inarajan (9 acres)  
10 3. Merizo Martyrs Memorial Elementary (MMMES) - Merizo (9 acres)  
11 4. M.U. Lujan Elementary (MULES) - Yona (9 acres)  
12 5. Talofoto Elementary (TALES) - Talofoto (13 acres)

13 • **HAYA II District Schools:**

- 14 1. Harry S. Truman Elementary (HSTES) - Agat (14 acres)  
15 2. J.P. Torres Success Academy - Santa Rita (7 acres)  
16 3. Marcial A. Sablan Elementary (MASES) - Agat (6 acres)  
17 4. Oceanview Middle (OMS) - Agat (19 acres)  
18 5. Southern High (SHS) - Santa Rita (27 acres)

19 • **GDOE Support Facilities:**

- 20 1. Food & Nutrition TEFAP Distribution Warehouse - Piti (0.5 acres)  
21 2. Facilities & Maintenance Warehouse - Piti (0.5 acres)

22 JJ Global submitted its response to IFB No. 007-2023 on or about 2/1/23. Exh. 8.

23 GDOE notified JJ Global of the award for Kattan 1 and Haya 1 District Schools (hereinafter, the  
24 “GDOE Properties”) on 3/8/23. The Notice of Award stated that it did not form a contract until  
25 execution of a separate contract. Exh. 14. Instead of providing a contract, GDOE issued a  
26 purchase order for the services for the GDOE Properties on 3/30/23. Exh. 15. On 9/27/24,  
27  
28

1  
2 GDOE notified JJ Global that it would issue a purchase order to continue the services for the  
3 GDOE Properties. No contract had been executed to that point in time, although the notification  
4 for Continuance of Services referenced IFB 007-2023 as being incorporated into the notice.

5 Exh. 1.

6 On 12/18/24, GDOE advertised IFB 002-2025 for grounds maintenance services with a  
7 bid submission date of 1/7/25. Exh. 3. On 12/19/24, JJ Global sent a letter to GDOE notifying if  
8 of discrepancies and requesting clarification of GDOE's intentions and resolution regarding IFB  
9 002-2025 and IFB 007-2023. On 12/26/24, GDOE made 2 amendments to IFB 002-2025.

10 Exh. 12. On 12/26/25, JJ Global followed up on its letter of 12/19/24 with another letter. Exh.

11 20. On 1/6/24 JJ, Global sent an email to GDOE asking for a response to its letters.

12 No response came, and at no time did GDOE inform JJ Global of a deficiency in its  
13 performance under IFB 007-2023. Exh. 9. Instead, GDOE notified JJ Global on 1/6/25 that the  
14 Letter of Continuance would be terminated effective 1/7/25. Exh. 5. JJ Global then protested  
15 the solicitation of IFB 002-2025. Exh. 21. JJ Global also asked GDOE for reasons for the  
16 termination of services for the GDOE Properties.

17 On 1/7/25, the Guam PDN published a story that was inaccurate, placed JJ Global in an  
18 unfavorable light, prejudiced JJ Global and was libelous. This was the first time that JJ Global  
19 became aware of any alleged deficiencies with its performance under IFB 007-2023. See Exh.  
20 11. JJ Global's letter caused the Guam PDN to correct its story. Exh. 17. JJ Global also sent a  
21 second letter of protest to GDOE on 1/7/25. Exh. 19. Despite the Guam PDN's inaccuracies,  
22 allegations of deficient services under IFB 007-2023 were obviously unsubstantiated as GDOE's  
23 issued a purchase order on 1/30/25 for services under IFB 007-2023 for GDOE's properties.

24 On 2/28/25, GDOE denied JJ Global's protest. Exh. 7.

1  
2 **2. Grounds for Appeal**

3 The Guam Supreme Court (“SCOG”) has emphasized the importance of maintaining a  
4 procurement system of quality and integrity. *DFS Guam LP v. A.B. Won Pat Int’l Airport Auth.*,  
5 2020 Guam 20. The SCOG highlighted the necessity of adhering to statutory requirements to  
6 ensure fairness and compliance with the law. *Fleet Serv., Inc. v. Dept. of Admin.*, 2006 Guam 6.

7  
8 **a. Procedural Irregularities**

9 **Failure to Adhere to Established Procedures:** GDOE failed to follow its own established  
10 procurement procedures, resulting in an arbitrary and capricious decision-making process. The  
11 lack of transparency and adherence to procedural norms undermines the integrity of the  
12 procurement process and violates the principles of fair competition.

13 **Inadequate Notice and Opportunity to Respond:** JJ Global was not provided with  
14 adequate notice or a fair opportunity to respond to the allegations leading to the termination of  
15 services. This procedural oversight deprived JJ Global of its right to due process, as guaranteed  
16 under applicable procurement regulations. When combined with hasty, unexplained termination,  
17 lack of notice of deficient performance to allow it to remedy any deficiencies, and bad publicity,  
18 the lack of due process prejudiced its ability to timely and fairly prepare and submit a bid for IFB  
19 002-2025.  
20

21 **Unfair, Non-Transparent and Inappropriate Termination of Services:** The termination  
22 of JJ Global’s services was executed without sufficient justification or evidence of non-  
23 performance. GDOE’s decision was based on unsubstantiated claims, lacking the necessary  
24 factual basis to support such a drastic measure. Notice of termination dated January 6, 2025 of  
25 Letter of Continuance for services under IFB 007-2023 was sent without justification, transparency  
26  
27  
28

1 or fairness and unfairly prejudiced Appellant’s ability to respond to IFB 002-2025. The Purchasing  
2 Agency through communications and action hid its true intentions with respect to IFBs 002-2025.  
3

4 **Breach of Contractual Obligations:** GDOE’s termination of services constitutes a breach  
5 of the contractual obligations owed to JJ Global. The termination was executed without following  
6 the contractual dispute resolution mechanisms, thereby violating the terms agreed upon by both  
7 parties and affecting the fairness, transparency, good faith and honesty in fact of the procedures  
8 for bidding process employed in IFB 002-2025.  
9

10 **b. Inclusion of Regions Under Existing Contracts**

11 **Improper Inclusion of Regions:** GDOE improperly included regions that were already  
12 under existing contracts with JJ Global in the new procurement process. This action not only  
13 contravenes the terms of the existing contracts but also creates an unfair competitive advantage for  
14 other bidders. The process employed by GDOE was not transparent or fair, and does not promote  
15 the integrity of the Procurement Law.  
16

17 **Conflict with Existing Contractual Rights:** The inclusion of these regions disregards JJ  
18 Global’s existing contractual rights and obligations, leading to potential conflicts and legal  
19 disputes. GDOE’s actions undermine the stability and predictability of contractual relationships.  
20 The process employed by GDOE was not transparent or fair, and does not promote the integrity of  
21 the Procurement Law.  
22

23 **Ambiguity and Misrepresentation:** The amendments issued by GDOE during the  
24 procurement process were misleading and ambiguous, causing confusion among bidders. These  
25 amendments combined with the late notice of termination failed to provide clear and accurate  
26 information, thereby affecting the ability of JJ Global to submit a competitive and informed bid.  
27  
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2         **c. Misleading Amendments**

3             **Failure to Clarify Material Changes:** GDOE did not adequately clarify material changes  
4 introduced through the amendments, resulting in a lack of understanding and misinterpretation of  
5 the procurement requirements. This failure to communicate effectively together with the late and  
6 prejudicial notice of termination constitutes a procedural error that adversely impacted JJ Global's  
7 ability to respond to IFB 002-2025.  
8

9             **3. Conclusion**

10            In light of the aforementioned grounds, JJ Global respectfully requests that the Office of  
11 Public Accountability review the decision made by GDOE, rectify the procedural and legal errors  
12 identified, and ensure a fair and just resolution. JJ Global thus asks the OPA to cancel the  
13 solicitation, require that GDOE publish the scope of work and identify all properties subject to the  
14 re-solicited bid with sufficient opportunity for all bidders to respond. JJ Global further asks the  
15 OPA to require that GDOE provide a letter identifying any deficiencies in its performance under  
16 IFB 007-2023 or disputing the Guam PDN article.  
17

18            Respectfully submitted this 17th day of March, 2025.

19   **McDONALD LAW OFFICE, LLC**  
20   Attorneys for Appellant:  
21   *JJ Global Services*

22            By:

23     
24   **CHARLES H. McDONALD H**



# **Exhibit**

**“1”**



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

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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



CARMEN T. CHARFAUROS  
Supply Management Administrator

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](mailto: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

Kit Casin  
Print Name

  
Signature

11/14/24      4:42  
Date                      Time



# **Exhibit**

**“2”**



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

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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



CARMEN T. CHARFAUROS  
Supply Management Administrator

January 7, 2025

**NOTICE OF STAY OF PROCUREMENT**

To: All Bidders  
From: GDOE Office of Supply Management  
Reference: Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities  
Formal Invitation for Bid: GDOE IFB 002-2025

This notice is to advise you that the Department has received a letter of protest regarding the referenced Invitation for Bid. Therefore, pursuant to 5 GCA S 5425(g), a "STAY OF PROCUREMENT" is hereby issued and shall remain in effect until the protest is resolved.

Once resolution of this matter is achieved, the Department will advise all Bidders.

Any questions or concerns regarding this matter may be directed to our office at (671) 475-0438.

Please acknowledge receipt of this NOTICE OF STAY OF PROCUREMENT for IFB 005-2024 by signing below and returning the signed via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

Sincerely,

CARMEN T. CHARFAUROS  
Supply Management Administrator

**Acknowledgement Receipt**

LUIS E. BUSTMANTE

Print Name

Signature

JANUARY 7, 2025

Date

3:30 PM

Time



# Exhibit

“3”

**DEPARTMENT OF ADMINISTRATION**  
**DIPATTAMENTON ATMENESTRASION**  
 GENERAL SERVICES AGENCY DIVISION  
 (Añension Setibston Hinirat)  
 Telephone: (671) 475-1705/1712/1713

**EDWARD M. BIRN**  
 Director (Direktór)  
**ELIZABETH T. FISHER**  
 Deputy Director (Siguado Direktór)

**LOURDES A. LEON GUERRERO**  
 Governor (Gobernador)  
**JOSUUA F. TEHORIO**  
 Lt. Governor (Siguado Gobernador)

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

**INVITATION FOR BID**  
**BID NO: GSA-006-25**  
**For: Small Form Factor Desktops, Monitors, and Accessories**  
**Opening Date: 12/26/2024 Time: 2:00pm**  
**Location to Submit: General Services Agency, Tamuning, Guam**

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

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

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

Attorney for Petitioner  
**EMC² MECHANICAL, INC.**

**IN THE SUPERIOR COURT OF GUAM**  
**HAGATÑA, GUAM**  
**IN THE MATTER OF THE APPLICATION FOR DISSOLUTION OF EMC² MECHANICAL, INC. (A Guam Corporation)**  
**CIVIL CASE NO. CV 0545-24**

**NOTICE OF HEARING FOR VOLUNTARY PETITION FOR DISSOLUTION**  
 NOTICE IS HEREBY GIVEN THAT EMC² MECHANICAL, INC., a Guam Corporation, has filed a Voluntary Petition for Dissolution of the Corporation, and that on **FEB 06 2025, at 11:00 A.M.**, in the Courtroom of the Superior Court of Guam, Hagåtña, Guam, has been set for an online remote hearing of said Petition.

To appear, attend or participate in the hearing, go to <https://guamcourts.org.zoom.us/join>, and enter Meeting ID: **752 425 5848** and Passcode: **JARB**

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

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

Clerk of Court  
**Janice Camacho-Peréz**  
 By: **/s/ Yvonne L. Cruz**  
 Deputy Clerk of Court

**VEHICLE FOR SEALED BID "AS IS"**  
**2020 TOYOTA COROLLA LJ096820**  
**UNITED PACIFIC**  
 646-8163  
 E-MAIL: [Imanila@upcaguamandsaipan.com](mailto:Imanila@upcaguamandsaipan.com)  
 The Seller reserves the right to reject any or all bids.

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

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

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

GIAA's procurement of Management & Infrastructure Support Services to GIAA's Baggage Conveyance System ("services") has been stayed by a protest and subsequent appeal to the Office of the Public Auditor (OPA Case No. PA-21-010). The Public Auditor dismissed the appeal, & the matter was appealed to the Superior Court in CV0095-22. On or about Oct. 26, 2021, GIAA certified & determined the existence of an emergency due to the imminent potential for the interruption of services caused by the protest & pending appeal, the resulting threat to public health, safety & welfare of passengers & users of the airport, & the daily operations of the airport due to such disruption. On or about Nov. 1, 2021, GIAA entered into a contract with Aircraft Services International Group, Inc. dba Menzies Aviation ("Menzies"), procured on an emergency basis in accordance with the Guam Procurement Law & implementing regulations. On Dec. 18, 2023, the OPA issued a decision (OPA Case No. 23-PA-02. GIAA entered into a settlement agreement that resolved all outstanding litigation & has ratified the existing contract to remain in effect until a new procurement is completed. The contract provided for an initial term of 30 days, & has since been extended as allowed by law. GIAA previously convened public hearings on Dec. 22, 2021, Mar. 24, Jun. 23, Sept. 23 & Dec. 21, 2022, Mar. 22, Jun. 23, Sept. 22 & Dec. 20, 2023, Mar. 26, Jun. 25, & Sep 27 2024 in order to extend the contract beyond the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh & twelfth ninety (90) day periods. GIAA has again determined the need, & thus intends, to extend the contract with Menzies beyond a 90 day period. The contract remains limited in scope & duration to meet the needs of the emergency & to allow GIAA to complete the procurement required by the settlement agreement.

Parking is available in the Public Parking Lot. Call the GIAA Procurement Office at (671) 842-5147 for special accommodations. This ad is paid for by GIAA.

**APPLY NOW!!**

**8 - ELECTRICIAN WITH 2 YEARS EXPERIENCE** **\$21.02 PER HOUR\***  
 Duties: Plan layout, install and prepare wiring, electrical fixtures, apparatus and control equipment for new or modified electrical construction works based on blueprints, sketches, and building plans. Prepares sketches to show location of wiring and equipment. Connect wires to lighting fixtures, circuit breakers, transformers, power equipment and other electrical equipment or systems. Install control and electrical distribution apparatus such as switches, relays, and circuit breaker panels. Test electrical system for continuity of circuits in electrical wiring to equipment or fixtures using testing devices such as ohmmeters, voltmeters, or oscilloscopes to ensure electrical compatibility and safety of system. Diagnose malfunctioning systems, apparatus, or components, using test equipment and hand tools to detect hazards and defects. Repair and correct faulty equipment or electrical systems. Install ground leads and connect power cables to equipment.

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

Successful applicant must be able to obtain military base access.

**BENEFITS:** Round trip airfare for off-island hire; Meal and lodging at \$80.00/week or lodging only provided at \$120.00/week; Local transportation from employer's designated housing facility to/from jobsite; and employer provided medical insurance.

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

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

little type use the classifieds whether you're

**BIG RESULTS**

- buying
- selling
- hiring

**CLASSIFIED ADVERTISING**

**REAL ESTATE?**  
 Sell, rent, buy, property through real estate ads.  
 Ads can include photos, company logos to meet your needs and help you get the sale!

**ONLY \$14.00**  
**A DAY/COLUMN INCH**

**ISLAND-WIDE HOME DELIVERY**  
 Get the most local print content delivered to your doorstep daily.  
 Contact us at [customerservice@postguam.com](mailto:customerservice@postguam.com) or call 671-649-1924

THE GUAM DAILY POST  
 Call us at 671.649.1924 or email [sales@postguam.com](mailto:sales@postguam.com)  
 Mon. - Fri. 8:00 am - 5:00 pm

**EXHIBIT**  
 3

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

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

**CARMEN T. CHARFAUROS**  
 Supply Management Administrator

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

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

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

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

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

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

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

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

# **Exhibit**

**“4”**



FRANKLIN J.T. COOPER-NURSE  
Acting Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net/procurement](http://www.gdoe.net/procurement)

501 Mariner Avenue

B-Building, Suite 116

Barrigada, Guam 96913

Telephone: (671) 475-0438/Fax: (671) 472-5001

Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

AMENDMENT ACKNOWLEDGEMENT FORM

IFB 007-2023

Grounds Maintenance for Various GDOE Schools and Support Facilities

AMENDMENT 1

January 24, 2023

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to ANTHONY E. QUINATA via fax (671) 472-5001 or via email to [aquinata@gdoe.net](mailto:aquinata@gdoe.net).

I, Luis E. Bustamante, an authorized representative of the company named below, acknowledge receipt of AMENDMENT 1, for IFB 007-2023 Grounds Maintenance for Various GDOE Schools and Support Facilities. Number of pages: 5 (including this coversheet).

JJ Global Services

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

Luis E. Bustamante

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

*Luis E. Bustamante*

\_\_\_\_\_  
Signature

February 02, 2023

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







FRANKLIN J.T. COOPER-NURSE  
Acting Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

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CARMEN T. CHARFAUROS  
Supply Management Administrator

January 24, 2023

**AMENDMENT 1**

**Prospective Bidder:**

Kindly refer to our Request For Bid Extension for IFB 007-2023, Grounds Maintenance for Various GDOE Schools and Support Facilities, a copy of which was obtained by your company for consideration.

FROM:

**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](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management). Deadline for submission of all bids is 3:00 p.m. Chamorro Standard Time (CHST), Thursday, February 02, 2023. A non-refundable fee of \$10.00 (cash only) is required upon hard copy pick-up.

TO:

Section 1 - INVITATION FOR BID (IFB) TIMELINE

1.1. INVITATION FOR BID (IFB) TIMELINE

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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)
Friday, February 10, 2023	Deadline for Submission	3:00 p.m. Chamorro Standard Time (CHST)
Friday, February 10, 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](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management). Deadline for submission of all bids is 3:00 p.m. Chamorro Standard Time (CHST), Thursday, February 02, 2023. A non-refundable fee of \$10.00 (cash only) is required upon hard copy pick-up.

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION

FROM:

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

TO:

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

Please see the written questions submitted by Prospective Bidder(s), with GDOE response below:

**J&B Modern Tech**

1. This is "NOT" an All or None Bid: Confirmed Multi-Part Bid?  
**GDOE Response:** Multi-Part Bid, you can bid on any part of the four districts or all four if you want. However, a contractor interested in a Sub-District must provide a bid for all schools within that Sub-District.
2. Tree Felling are not included in the bid.

**GDOE Response:** That is correct. Tree felling is not included in the bid.

3. Schedules are not fixed but flexible as per School Principal as long as they fall into The indicated frequency of cutting /trimming in the bid.

**GDOE Response:** That is correct. Schedules are not fixed as there are many factors that may contribute to revisions. However, the frequency of cutting must be spaced as equally as possible to ensure as uniform cuts as possible. Finally, any changes must be coordinated with the school's administration in advance.

4. Bid Bond will be automatically converted into Performance Bond if awarded the contract.

**GDOE Response:** Bid Bond has to be 15 percent of bidder's total cost, No performance and payment bond are required for this IFB, See changes to Section 3, 3.1.16, BOND REQUIREMENTS, PERFORMANCE, AND PAYMENT GUARANTEES, below.

5. Site Visit will be considered by GDOE and will be for all interested contractors.

**GDOE Response:** Site Visits will be conducted at the request of interested contractors. Site visits will be tentatively scheduled for the week of Monday, January 2, 2023 to Friday, February 3, 2023.

### Lucky Kids Lawn Care and Janitorial Services

6. Per 3,1,16 (Bond Requirements, Performance, and Payment Guarantees) of the subject IFB, the bid offeror would appreciate your providing clarifications on the following:

Section 3.1.16, This Section states that "...a bid guarantee or bid bond in the amount of not less than fifteen (15%) of the bidder's total bid must be included with the bid." Based on my own interpretation, this basically means that the offeror/bidder, if awarded the contract, will accept the service contract in accordance with the terms and conditions stipulated in IFB No. 007-2023. Is this the only surety bond that the offeror/bidder is required to provide? Is it correct to assume that the bidder/offeror, if awarded the service contract, will not be required to additionally provide the obligee a performance bond and/or payment bond? Please clarify.

**GDOE Response:** Only 15 percent of the bidder's total cost for the bid bond, performance and payment bonds are not required for this IFB, See changes below regarding Section 3, 3.1.16., BOND REQUIREMENTS, PERFORMANCE, AND PAYMENT GUARANTEES.

7. Section 3.1.4. TIME AND DATE FOR RECEIPT OF BIDS. This to request GDOE Supply Management Office to grant the prospective bidders/offerors additional time to complete the IFB packet requirements, preferably amending the Time and Date for submission to read as follows:

TIME: 3:00 p.m., Chamorro Standard Time (CHST)

DATE: THURSDAY, February 09, 2023.

**GDOE Response:** See the above timelines for the new deadline now Feb 10, 2023, at 3:00 P.M.

8. Please note that the processing of an application to obtain a surety bond with most local surety companies sometimes takes about five to seven working days, if not longer. An extension of seven (7) calendar days for the submission deadline will suffice.

**GDOE Response:** See the above timelines for the new deadline now Feb 10, 2023, at 3:00 P.M.

### GFS Group

9. Will bidders be subject to the Presidential Executive Order # EO 14026 which requires a minimum wage rate of \$16.20 per hour for Grounds Maintenance Laborers?

**GDOE Response:** Yes, you have to abide by the U.S. Department of Labor Wage Determination.

10. Does tree maintenance include trimming of trees on neighboring properties that are hanging over the school perimeter fencing?

**GDOE Response:** No, Trimming of trees on neighboring properties are not required. However, trees from neighboring properties encroaching or overhanging onto GDOE School Property shall be trimmed.

11. Will there be a threshold for removal of trees and disposal of the green waste?  
*GDOE Response:* Grass clippings are addressed in the SOW. All tree trimmings shall be removed from the school site and properly disposed.
12. In the event of a heavy weather contingency such as a typhoon, will the contractor be required to remove and dispose of any fallen trees or debris from neighboring properties as part of the base bid?  
*GDOE Response:* In the event of a typhoon GDOE may request for assistance from the successful contractor(s), however, this will be handled on as-needed basis and will be treated as an extra requirement and quotes will be obtained during such time.
13. Does grass cuttings blowing include sports fields?  
*GDOE Response:* Yes, grass-cutting includes the sports fields.

**From: BOND REQUIREMENTS, PERFORMANCE, AND PAYMENT GUARANTEES**

**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.

**To: BOND REQUIREMENTS, GUARANTEES**

**3.1.16. BOND REQUIREMENTS, 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.

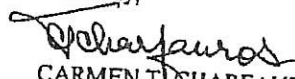
If providing a surety bond, bidders are required to submit the **Bid Bond Form - GDOE Procurement Form 001**. Bidders providing security in the form of a bank certified check or a letter of credit should submit the check or letter of credit and a copy of same with the bid submission.

*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.

All else remains the same.

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator

# **Exhibit**

**“5”**



M. WADE BORJA PAUL  
DFAS, GDOE

**DEPARTMENT OF EDUCATION**  
Deputy Superintendent of Finance & Administrative Services

501 Mariner Avenue, Bldg. A  
Barrigada, Guam 96913  
Tel: (671) 300-1560 | Fax: (671) 472-5001  
www.gdoe.net



January 6, 2025

MEMORANDUM FOR: JJ Global Services, Inc., Guam ATTN: Mr. Luis R. Bustamante  
SUBJECT: Notice of Termination

Dear Mr. Bustamante,

We regret to inform you that the Letter of Continuance issued by the GDOE Procurement Office, dated September 27th, 2024, will be terminated, effective **January 7th, 2025**. (Please see IFB 002-2025.)

If you have any questions or require further clarification, please do not hesitate to reach out to our office at your earliest convenience.

Thank you for your understanding.

Sincerely,

M. WADE BORJA PAUL  
Deputy Superintendent of Finance & Administrative Services  
Guam Department of Education



# Exhibit

“6”



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

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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



CARMEN T. CHARFAUROS  
Supply Management Administrator

January 7, 2025

**NOTICE OF STAY OF PROCUREMENT**

To: All Bidders  
From: GDOE Office of Supply Management  
Reference: Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities  
**Formal Invitation for Bid: GDOE IFB 002-2025**

This notice is to advise you that the Department has received a letter of protest regarding the referenced Invitation for Bid. Therefore, pursuant to 5 GCA S 5425(g), a "STAY OF PROCUREMENT" is hereby issued and shall remain in effect until the protest is resolved.

Once resolution of this matter is achieved, the Department will advise all Bidders.

Any questions or concerns regarding this matter may be directed to our office at (671) 475-0438.

Please acknowledge receipt of this NOTICE OF STAY OF PROCUREMENT for IFB 005-2024 by signing below and returning the signed via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

Sincerely,

CARMEN T. CHARFAUROS  
Supply Management Administrator

**Acknowledgement Receipt**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Time





# Exhibit

“7”



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

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
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CARMEN T. CHARFAUROS  
Supply Management Administrator

February 28, 2025

JJ Global Services  
P.O. Box 217881 GMF  
Barrigada, Guam 96921  
Tel: (671) 632-1179  
Fax: (671) 632-3550  
Email: [luis.bustamante@jjglobal.services](mailto:luis.bustamante@jjglobal.services)

Attn: Luis E. Bustamante  
President / Owner

Subject: Decision on Protest Letters Received on January 06 & 07, 2025.

Reference: Grounds Maintenance Services for Various Guam Department of Education (“GDOE”) Public Schools and Support Facilities Invitation for Bid (“IFB”) 002-2025.

Hafa Adai Mr. Bustamante,

This is the Decision on protests received on January 6 and 7, 2025, regarding the Guam Department of Education (“GDOE”) Invitation for Bid (“IFB”) No. 002-2025 for Grounds Maintenance Services for Various GDOE Public Schools and Support Facilities. See 5 Guam Code Annotated (“GCA”) Section (“§”) 5425(d).

**January 6, 2025, Letter of Protest Regarding Grounds Maintenance Services and Procurement Issues:**

We are writing to formally protest the issuance and proceedings related to IFB 002-2025. The inclusion of regions currently under JJ Global's existing contract in this solicitation raises serious concerns regarding compliance with procurement laws and the assurances previously provided by the Guam Department of Education (GDOE).

**GROUNDNS FOR PROTEST**

**1. Inclusion of Regions Under IFB 007-2023**

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract. We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude the nine schools. However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. As a result, JJ Global is being placed in an awfully disadvantaged position.

**Decision:**



**There is no active IFB contract for Grounds Maintenance Services for GDOE. Guam Procurement law requires that GDOE competitively solicit for every expenditure of public funds irrespective of their source. See 5 GCA § 5004(b). Therefore, in order to obtain Grounds Maintenance Services, Guam law mandates GDOE to solicit competitively for the service. See *id.***

**This procurement was published on December 18, 2024, therefore prospective bidders knew or should have known the published specifications. Therefore, this protest issue regarding the specifications is barred by the statute of limitations. See 5 GCA § 5425(a).**

**Notwithstanding the lack of subject matter jurisdiction, Guam Procurement law states the Chief Procurement Officer shall prepare and issue specifications for supplies and services required by Guam. See 5 GCA § 5262(a). There is no law that authorizes prospective bidders to determine the specifications for competitive solicitations. Therefore, GDOE has the authority to prepare and issue specifications as required within IFB 002-2025.**

## 2. Undermining Contractual Commitments

Your department explicitly directed JJ Global to continue services under IFB 007-2023, establishing a binding agreement for the second option year. The issuance of IFB 002-2025 disregards this agreement and threatens the continuity of essential grounds maintenance services.

### Decision:

**There are no active IFB contracts or renewals for Grounds Maintenance Services for GDOE. There is a temporary emergency procurement for grounds maintenance services. Guam law mandates GDOE to competitively solicit for Grounds Maintenance Services. See 5 GCA § 5004(b). Guam law also requires that the GDOE Chief Procurement Officer shall prepare and issue the specifications for the intended IFB. See 5 GCA § 5262(a); see also 2 GAR Div. 4 §§ 3108-3109. Therefore, IFB 002-2025 is properly prepared by the Government agency and is required in order for GDOE to properly procure Grounds Maintenance Services.**

## 3. Violation of Procurement Integrity

The overlapping scope between IFB 002-2025 and the regions currently under IFB 007-2023 undermines transparency and fairness in the procurement process. This action disregards the principles of Guam Procurement Law, which require consistency and adherence to contractual obligations.

### Decision:

**This IFB was published on December 18, 2024. Therefore prospective bidders knew or should have known that this solicitation was published, and this specific protest issue is procedurally barred for lack of subject matter jurisdiction. See 5 GCA § 5425(a).**

**Notwithstanding that this issue has passed the statute of limitations, Guam law mandates that GDOE competitively solicit for any service that requires the expenditure of public funds. See 5 GCA § 5004(b). Government of Guam agencies are strictly prohibited from entering into agreements that are not competitively solicited or that have expired. See *id.* Here, there is no existing or active renewal for the previously solicited IFB. Therefore, GDOE is mandated by Guam law to seek competitive sealed bids in order to procure Grounds Maintenance Services.**

## ACTIONS SOUGHT

To address this matter and restore compliance with procurement policies, we request the following immediate actions:

4. Amend IFB 002-2025 to exclude all regions currently under JJ Global's contract (IFB 007-2023).

### Decision:

This IFB was published on December 18, 2024. As such, this specific protest issue lacks subject matter jurisdiction and is therefore, denied. Notwithstanding the fatal procedural issue, there is no Guam law that allows for Government of Guam agencies to enter into an expired contract, or to ignore competitive procedure laws and enter into an agreement. Additionally, per Guam law, Government of Guam agencies shall create the specifications for IFBs. *See* 5 GCA § 5262(a). GDOE has the authority to issue IFB 002-2025 specifications as per the needs of the department. GDOE properly proceeded in creating and issuing specifications per its needs. *Id.*

5. Suspend All Proceedings Related to IFB 002-2025 until this protest is fully resolved.

### Decision:

Title 5 of the Guam Code Annotated Section 5425(g) states in relevant part:

**In the event of a timely protest under Subsection (a) of this Section or under Subsection (a) of § 5480 of this Chapter, Guam shall not proceed further with the solicitation or with the award of the contract prior to final resolution of such protest, and any such further action is void, unless:**

**(1) The Chief Procurement Officer or the Director of Public Works after consultation with and written concurrence of the head of the using or purchasing agency and the Attorney General or designated Deputy Attorney General, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of Guam; and**

**(2) Absent a declaration of emergency by I Maga'håga/Maga'låhi, the protestant has been given at least two (2) days notice (exclusive of Guam holidays); and**

**(3) If the protest is pending before the Public Auditor or the Court, the Public Auditor or Court has confirmed such determination, or if no such protest is pending, no protest to the Public Auditor of such determination is filed prior to expiration of the two (2) day period specified in Item (2) of Subsection (g) of this Section.**

*See* 5 GCA § 5425(g).

Pursuant to Guam law, GDOE and IFB 002-2025 are required to enter into an automatic stay, and GDOE shall only proceed in accordance to the relevant laws and regulations. *See id.*

## DEADLINE FOR RESPONSE

6. We require a written response confirming your commitment to these actions no later than 5:00PM on Friday, January 24, 2024. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue to the Office of Public Accountability (OPA) and pursue all available legal remedies.

### Decision:

**Guam law empowers Government of Guam purchasing agencies to issue decisions without this timeline imposed by an aggrieved protester. See 5 GCA § 5425(c). Additionally, the unenforceable deadline of January 24, 2024, has expired nearly a year before the protest itself was lodged. Lastly, there is no authority in Guam Procurement law allowing a prospective vendor's protest to control the decision date.**

**Regarding a protesters right to appeal, Guam law provides protesters the right to appeal any decision to the Public Auditor, and following a decision of the Public Auditor to the Superior Court, and subsequently to the Supreme Court of Guam. See 5 GCA §§ 5425(c)-(f).**

### January 7, 2025, Second Letter of Protest and Demand for Cancellation of IFB 002-2025 Due to Procedural Irregularities and Unfair Treatment.

We are writing to formally escalate our protest against the issuance and proceedings related to IFB 002-2025, specifically requesting the cancellation of the bid. Procedural irregularities and timing conflicts have placed JJ Global in a significantly disadvantaged position, undermining fairness and transparency in the procurement process. These issues have resulted in multiple levels of unfair treatment, further compounding the concerns we raised in our initial protest.

## PRIMARY GROUNDS FOR BID CANCELLATION

### 7. Procedural Irregularities and Timing Conflict.

The issuance of GDOE's Letter of Termination of Services on January 6, 2025, with an effective date of January 7, 2025, coincided with the bid submission deadline for IFB 002-2025. This abrupt termination, occurring while JJ Global was already fulfilling its contractual obligations under IFB 007-2023, created a significant timing conflict and placed us at a substantial disadvantage in preparing a competitive bid.

As you may note, the issuance of a bid bond, a mandatory requirement for bid submission, typically takes 2-3 weeks to be processed by surety agencies. This timing overlap hindered our ability to secure the necessary financing and submit a timely and competitive bid.

This simultaneous termination of services and the bid deadline, while JJ Global was already performing our contractual duties, demonstrates a clear lack of adequate separation and spacing between these critical events orchestrated by GDOE. This situation violates fairness and transparency mandated under Guam Procurement Law. Moreover, proceeding with IFB 002-2025 under these circumstances risks operational disruption to critical services for schools, directly impacting GDOE's obligations to ensure uninterrupted maintenance.

### Decision:

**This procurement was published on December 18, 2024; therefore, prospective bidders knew or should have known the published specifications. Therefore, this protest of the specifications regarding bonding requirements is barred by the statute of limitations. See 5 GCA § 5425(a).**

**Notwithstanding this untimely protest issue, Guam law regarding bid security states in relevant part:**

- (a) **Requirement for Bid Security.** Bid security shall be required for all competitive sealed bidding for the procurement of supplies or services when the total price is estimated by the Chief Procurement Officer to exceed Twenty-Five Thousand Dollars (\$25,000.00). Bid security shall be a bond provided by a surety company authorized to do business in Guam, or the equivalent in cash, or otherwise supplied in a form satisfactory to the government of Guam. Nothing herein prevents the requirement of such bonds on the procurement of supplies or services totaling fewer than Twenty-Five Thousand Dollars (\$25,000.00) when a written determination and justification for such requirement is included as an integral part of the Invitation for Bid solicitation package.

*See 5 GCA § 5212.*

Guam law mandates that a bid security shall be required by IFB 002-2025. *Id.* This legal requirement was met by and through the IFB published specifications, and prospective bidders were made aware. *See IFB 002-2025, section 3.1.16 Bond Requirements, Performance, and Payment Guarantees.* Therefore, the bonding requirement within IFB 002-2025 does not violate fairness and transparency, but rather is mandatory for compliance with Guam Procurement law. Additionally, prospective bidders as well as the purchasing agency may have multiple options for bid security, so long as the GDOE proceeds in accordance with Title 5 GCA section 5212. *See 5 GCA § 5212.*

Regarding bidding time, pursuant to 2 GAR Div. 4 § 3109(d), Bidding time is the period of time between the date of distribution of an Invitation for Bids and the time and date set for receipt of bids....and a minimum of 15 days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined in writing by the procurement officer. *See 2 GAR Div. 4 § 3109(d).*

Here, IFB 002-2025 was published and distributed on December 18, 2024. The deadline for submission of bids was January 7, 2025. *See IFB 002-2025, section 1.1. Invitation for Bid Timeline.* Therefore, prospective bidders knew or should have known about the deadline for submissions since December 18, 2024. For these reasons, this protest issue is untimely and barred. *See 5 GCA § 5425(a).*

Notwithstanding the lack of subject matter jurisdiction, IFB 002-2025 provided approximately 20 days in comparison to the requirement of 15 days. *See 2 GAR Div. 4 § 3109(d).* Therefore, prospective bidders were provided more than the reasonable amount of time from IFB date of issuance to the bid submission date, in accordance with Guam law, rules and regulations. *Id.*

#### 8. Inappropriate Termination of Services

The Notice of Termination, issued on January 6, 2025, with an effective date of January 7, 2025, constitutes a clear violation of proper notification protocols. Given the exceptionally short notice period, GDOE failed to provide an adequate timeframe for terminating our existing contract. Moreover, the Notice of Termination does not clearly stipulate due cause for ending our services, further compounding the lack of clarity and fairness in this process. This abrupt action, coupled with the overlapping bid deadline, underscores multiple levels of unfair treatment, particularly considering that we had already begun fulfilling our contractual obligations in good faith on January 2, 2025. More critically, the unexpected termination severely compromised our cash flow and operational continuity.

The lack of an ample notice period violates procedural requirements, denying JJ Global the ability to adequately prepare for the termination or participate in subsequent solicitations without prejudice. Additionally, the termination of our services, without clear communication or justification, exacerbates the unfair treatment we have faced and underscores GDOE's procedural irregularity.

**Decision:**

**The above protest issues are not regarding IFB 002-2025. Rather, these issues are surrounding the previous procurement to IFB 002-2025. There is no active IFB for grounds maintenance services, and thus necessitating IFB 002-2025. GDOE does not have the authority to resurrect expired agreements or to enter into another agreement that is not competitively solicited. See 5 GCA § 5004(b). For these reasons, GDOE is required by Guam law to seek competitive sealed bids in order to have grounds maintenance services. *Id.***

**SUPPORTING GROUNDS FOR BID CANCELLATION**

We addressed these issues in our initial Letter of Protest dated January 6, 2025, and we are reiterating them here for further emphasis and resolution:

**9. Inclusion of Regions Under IFB 007-2023**

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract, further contributing to multiple levels of unfair treatment.

**Decision:**

**This protest issue is similar to issue item No. 1 listed above, thus the analysis applies here as well.**

**There is no active IFB contract for Grounds Maintenance Services for GDOE. Guam Procurement law requires that GDOE competitively solicit for every expenditure of public funds irrespective of their source. See 5 GCA § 5004(b). Therefore, in order to obtain Grounds Maintenance Services, Guam law mandates GDOE to solicit competitively for the service. *See id.***

**This procurement was published on December 18, 2024, therefore prospective bidders knew or should have known the published specifications. Therefore, this protest issue regarding the specifications is barred by the statute of limitations. See 5 GCA § 5425(a).**

**Notwithstanding the lack of subject matter jurisdiction, Guam Procurement law states the Chief Procurement Officer shall prepare and issue specifications for supplies and services required by Guam. See 5 GCA § 5262(a). There is no law that authorizes prospective bidders to determine the specifications for competitive solicitations. Therefore, GDOE has the authority to prepare and issue specifications as required within IFB 002-2025. *Id.***

**10. Misleading Amendments**

We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude nine schools under our care in the new solicitation (IFB 002-2025).

However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. This oversight has placed JJ Global in a severely disadvantaged position, compromising our ability to compete fairly.

**Decision:**

**Prospective bidders are not entitled to decide the specifications of a competitive sealed bid. Rather, Guam law strictly requires the Chief Procurement Officer of a Government agency to prepare and issue specifications for an IFB. See 5 GCA § 5262(a).**

ACTIONS SOUGHT

To address these multiple levels of unfair treatment and restore compliance with procurement policies, we request the following immediate actions:

11. Cancel IFB 002-2025 to correct procedural flaws, ensure fairness, and suspend all proceedings related to the bid until these issues are fully resolved.

**Decision:**

**Pursuant to Guam law, GDOE and IFB 002-2025 are required to enter into an automatic stay, and GDOE shall only proceed in accordance to the relevant laws and regulations. See 5 GCA § 5425(g).**

12. Provide clarification on the rationale for including regions currently under JJ Global's contract in the new solicitation.

**Decision:**

**GDOE does not have an active IFB contract for Grounds Maintenance Services. Guam law mandates that GDOE shall competitively procure such services. See 5 GCA § 5004(b). Guam Procurement law states the Chief Procurement Officer shall prepare and issue specifications for supplies and services required by Guam. See 5 GCA § 5262(a). There is no law that authorizes prospective bidders to determine the specifications for competitive solicitations. Therefore, GDOE has the authority to prepare and issue specifications as required within IFB 002-2025 and to meet GDOE's needs.**

13. DEADLINE FOR RESPONSE

We require a written response confirming your commitment to these actions no later than 5:00 PM on Friday, January 13, 2025. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue further to the Office of Public Accountability (OPA) and pursue all available legal remedies.

JJ Global remains committed to ensuring uninterrupted grounds maintenance services for GDOE schools. However, we cannot allow procedural oversights and unfair practices to undermine our rights and the integrity of the procurement process. We respectfully urge GDOE to uphold its obligations under Guam Procurement Law and take immediate corrective actions.

We await your prompt response.

**Decision:**



**Guam law empowers Government of Guam purchasing agencies to issue decisions without this timeline imposed by an aggrieved protester. See 5 GCA § 5425(c). Lastly, there is no authority in Guam Procurement law allowing a prospective vendor's protest to control the decision date.**

**Regarding a protesters right to appeal, Guam law provides protesters the right to appeal any decision to the Public Auditor, the Superior Court, and subsequently to the Supreme Court of Guam. See 5 GCA §§ 5425(c)-(f).**

**For the aforementioned reasons, these protests have been denied in their entirety.**

Pursuant to 5 GCA § 5425(e), you are hereby advised that you have a right to administrative and judicial review as allowed by the Guam Procurement Law. You may appeal the decision to the Guam Office of the Public Auditor within fifteen (15) days.

Please acknowledge receipt and return via email to [aequinata@gdoe.net](mailto:aequinata@gdoe.net).

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator

Acknowledgement Receipt

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

# Exhibit

“8”

**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
<b>LAGU I DISTRICT SCHOOLS</b>						
1	Astumbo Elementary (AES)	Dededo	10	\$ 879.36	14	\$ 12,311.04
2	J.M. Guerrero Elementary (JMGES)	Dededo	10	\$1,251.44	14	\$ 17,520.16
3	Maria A. Lilloa Elementary (MAUES)	Dededo	8	\$ 1,102.86	14	\$ 15,440.04
4	Vicente S.A. Benavente Middle (VSABMS)	Dededo	19	\$ 1,264.13	14	\$17,697.82
5	Wettengel Elementary (WES)	Dededo	13	\$1,109.90	14	\$15,538.60
<b>TOTAL PRICE (LAGU I DISTRICT SCHOOLS)</b>						<b>\$78,507.66</b>
<b>LAGU II DISTRICT SCHOOLS</b>						
6	D. L. Perez Elementary (DLPES)	Yigo	14	\$ 1,136.48	14	\$15,910.72
7	F. B. Leon Guerrero Middle (FBLGMS)	Yigo	10	\$ 1,241.16	14	\$17,376.24
8	Finegayan Elementary (FINES)	Dededo	7	\$ 1,101.45	14	\$15,420.30
9	Machananao Elementary (MES)	Yigo	10	\$ 1,105.68	14	\$15,479.52
10	Simon Sanchez High (SSH5)	Yigo	15	\$ 1,112.72	14	\$15,578.08
11	Upi Elementary (UPIES)	Yigo	14	\$ 1,520.58	14	\$21,288.12
<b>TOTAL PRICE (LAGU II DISTRICT SCHOOLS)</b>						<b>\$101,052.98</b>
<b>LUCHAN DISTRICT SCHOOLS &amp; GDOE SUPPORT FACILITIES</b>						
12	Agana Heights Elementary (AHES)	Agana Heights	7	\$ 860.25	14	\$12,043.50
13	Chief Brodie Memorial Elementary (CBES)	Tamuning	7	\$ 980.85	14	\$13,731.90
14	C.L. Taitano Elementary (CLTES)	Sinajana	6	\$ 677.12	14	\$ 9,479.68
15	Jose L G Rios Middle (JRMS)	Piti	9	\$1,005.97	14	\$14,083.58
16	L.B.J. Elementary (LBJES)	Tamuning	12	\$ 685.57	14	\$ 9,597.98
17	Tamuning Elementary (TAMES)	Tamuning	6	\$ 835.30	14	\$11,694.20
18	Food & Nutrition TEFAP Distribution Warehouse	Piti	5	\$ 372.02	14	\$ 5,208.28



19	Facilities & Maintenance Warehouse	Piti	5	\$ 372.02	14	\$ 5,208.28
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**TOTAL PRICE (LUCHAN DISTRICT SCHOOLS & GDOE SUPPORT FACILITIES) \$81,047.40**

**KATTAN I DISTRICT SCHOOLS**

20	Agueda I. Johnston Middle (AIJMS)	Ordot	17	\$ 1,113.54	14	\$15,589.56
21	George Washington High (GWHHS)	Mangilao	46	\$ 1,790.62	14	\$25,068.68
22	Ordot-Chalan Pago Elementary (OCPE)	Ordot	15	\$ 898.10	14	\$12,573.40
23	Captain H. B. Price Elementary (HBPEES)	Mangilao	13	\$ 1,209.59	14	\$16,934.26

**TOTAL PRICE (KATTAN I DISTRICT SCHOOLS) \$70,165.90**

**KATTAN II DISTRICT SCHOOLS**

24	B.P. Carbullido Elementary (BPCEES)	Barrigada	4	\$ 1,034.03	14	\$14,476.42
25	J.Q. San Miguel Elementary (JQSMES)	Toto	11	\$ 879.14	14	\$12,307.96
26	Luis P. Untalan Middle (LPUMS)	Barrigada	7	\$ 979.10	14	\$ 13,707.40
27	Pedro C. Lujan Elementary (PCLES)	Barrigada	10	\$ 862.93	14	\$12,081.02

**TOTAL PRICE (KATTAN II DISTRICT SCHOOLS) \$52,572.80**

**HAYA I DISTRICT SCHOOLS**

28	Inarajan Elementary (IES)	Inarajan	8	\$ 860.12	14	\$12,041.68
29	Inarajan Middle (IMS)	Inarajan	9	\$ 1,029.29	14	\$14,410.06
30	Merizo Martyrs Memorial Elementary (MMMES)	Merizo	9	\$ 205.13	14	\$ 2,871.82
31	M.U. Lujan Elementary (MULES)	Yona	9	\$ 989.31	14	\$13,847.82
32	Talofoto Elementary (TALES)	Talofoto	13	\$1,002.34	14	\$14,032.76

**TOTAL PRICE (HAYA I DISTRICT SCHOOLS) \$ 57,204.14**

**HAYA II DISTRICT SCHOOLS**

33	Harry S Truman Elementary (HSTES)	Agat	14	\$ 1,124.13	14	\$15,737.82
34	J.P. Torres Success Academy	Santa Rita	7	\$ 979.10	14	\$13,707.40
35	Marcial A. Sablan Elementary (MASES)	Agat	6	\$ 977.69	14	\$13,687.66
36	Oceanview Middle (OMS)	Agat	19	\$1,055.35	14	\$14,779.66
37	Southern High (SHS)	Santa Rita	27	\$3,226.61	14	\$45,172.54

**TOTAL PRICE (HAYA II DISTRICT SCHOOLS) \$103,085.08**

Invitation for Bid

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. And by submission of this bid, the company is making an offer to provide the work described in GDOE IFB 007-2023 for the prices stated above. I also confirm that the bid price shall remain firm and irrevocable for the term of the award and all renewals thereafter.

JJ Global Services

Company Name

Luis E. Bustamante

President / CEO

Print Name of Authorized Representative


Title

Signature of Authorized Representative

Date

Feb 1 '23

(I MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012  
(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, BIDDER WILL BE DEEMED NONRESPONSIVE)

  
**MATTHEW V. AREVALO**  
**NOTARY PUBLIC**

In and for Guam, U.S.A.  
My Commission Expires: JUNE 24, 2023  
540 Pale San Vitores Road Suite 200 Flame Tree Plaza  
Tamuning Guam 96913

# **Exhibit**

**“9”**



January 6, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue  
Barrigada GU USA 96913

Subject: Letter of Protest Regarding Grounds Maintenance Services and Procurement Issues

Dear Mr. Paul,

We are writing to formally protest the issuance and proceedings related to IFB 002-2025. The inclusion of regions currently under JJ Global's existing contract in this solicitation raises serious concerns regarding compliance with procurement laws and the assurances previously provided by the Guam Department of Education (GDOE).

GROUNDNS FOR PROTEST

1. Inclusion of Regions Under IFB 007-2023

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract. We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude the nine schools. However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. As a result, JJ Global is being placed in an awfully disadvantaged position.

2. Undermining Contractual Commitments

Your department explicitly directed JJ Global to continue services under IFB 007-2023, establishing a binding agreement for the second option year. The issuance of IFB 002-2025 disregards this agreement and threatens the continuity of essential grounds maintenance services.

3. Violation of Procurement Integrity

The overlapping scope between IFB 002-2025 and the regions currently under IFB 007-2023 undermines transparency and fairness in the procurement process. This action disregards the





principles of Guam Procurement Law, which require consistency and adherence to contractual obligations.

### ACTIONS SOUGHT

To address this matter and restore compliance with procurement policies, we request the following immediate actions:

1. Amend IFB 002-2025 to exclude all regions currently under JJ Global's contract (IFB 007-2023).
2. Suspend All Proceedings Related to IFB 002-2025 until this protest is fully resolved.

### DEADLINE FOR RESPONSE

We require a written response confirming your commitment to these actions no later than 5:00 PM on Friday, January 24, 2024. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue to the Office of Public Accountability (OPA) and pursue all available legal remedies.

JJ Global is committed to ensuring uninterrupted grounds maintenance services for GDOE schools. We urge GDOE to uphold its obligations under Guam Procurement Law and ensure fair and lawful procurement practices.

We await your prompt response.

Respectfully,

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

LUIS E. BUSTAMANTE  
President and CEO



**Exhibit**

**“10”**

GOVERNMENT OF GUAM  
GUAM DEPARTMENT OF EDUCATION  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
TEL: 671-475-0438 | FAX: 671-475-5001



BID BOND

No. 2022117

KNOW ALL MEN BY THESE PRESENTS that we Luis E. Bustamante DBA JJ Global Services, as Principal hereinafter called the Principal, and Bonding Company, Aioi Nissay Dowa Insurance Company, Limited  
\_\_\_\_\_ a corporation duly organized the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held firmly bound unto the Territory of Guam for the sum of 15% of Total Bid Amount Dollars (\$ 15% of Total Bid Amount), for Payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for IFB No. 007-2023: GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE SCHOOLS AND SUPPORT FACILITIES

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

Signed and sealed this 1st day of February 20 23

Luis E. Bustamante DBA JJ Global Services  
(PRINCIPAL) (SEAL)

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

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

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

Aioi Nissay Dowa Insurance Company, Limited  
(SURETY) (SEAL)

Asako Takagi for Hideshi Matsui, Executive Officer  
(TITLE)

Asako Takagi  
(ATTORNEY IN FACT)

Countersigned by: Asako Takagi  
Takagi & Associates, Inc.  
Resident General Agent

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING A SURETY BOND FOR SECURITY.  
GDOE Procurement Form 001



**GOVERNMENT OF GUAM**  
**DEPARTMENT OF REVENUE AND TAXATION**  
**OFFICE OF THE BANKING AND INSURANCE COMMISSIONER**  
**CERTIFICATE OF AUTHORITY**

**RENEWAL COA272**

*Know All Men By These Presents That:*

**Name**     **AIOI NISSAY DOWA INSURANCE COMPANY LIMITED**

**Address**    **1-28-1, EBISU, TOKYO, 150-8488 JAPAN, . . . . . SHIBUYA-KU**

- |  |   |                   |                          |
|--|---|-------------------|--------------------------|
| <b>Classes of Insurance Authorized</b> | } | Accident & Health | Motor Vehicle            |
|  |   | Fidelity & Surety | Prop. Damage & Liability |
|  |   | Fire              | Workmens Comp            |
|  |   | Marine            |                          |
|  |   | Miscellaneous     |                          |

*Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 1st day of July, 2022 to the 1st day of July, 2023 unless authority is revoked for failure to comply with the law.*

**General Agent(s):**  
**TAKAGI & ASSOCIATES INC**

*In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 1st day of July, 2022*

  
**MICHELLE B. SANTOS**  
Banking & Insurance Commissioner

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS

That AIOI NISSAY DOWA INSURANCE COMPANY LTD., a corporation of the state of Japan, having its principal office in the city of Tokyo, Japan, does hereby appoint, HIDENOBU TAKAGI JO TAKAGI, ASAKO TAKAGI, PAMELA A. CRUZ, JOSEPH C. BARCINAS, SATSUKI PEREZ, ALL OF THE CITY OF TUMON, GUAM its true and lawful attorney, with full attorney to execute on its behalf as surety, bonds, undertakings and contracts of suretyship thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$\*\*\*10,000,000 Dollars\*\*\*.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by Board of Directors of the Company on the 21<sup>st</sup> day of September 1990.

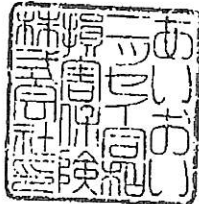
RESOLVED, that the President, an Executive Vice President or a Senior Managing Director or a Managing Director or an Associate Director of the Company, shall have the power and authority to appoint Attorney and to authorize them to execute on behalf of the Company and attach the seal of the Company hereto surety, bonds, undertakings and contracts of suretyship.

RESOLVED FURTHER, that the signatures of such Directors and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company in the future with respect to any surety, bonds, undertakings and contracts of suretyship.

I, Yasukazu Furuya, being duly sworn, depose and say that I am the Executive officer of Aioi Nissay Dowa Insurance Company Limited and that this Power of Attorney set forth herein is true and correct to the best of my information, knowledge and belief.



Yasukazu Furuya  
Executive Officer



Subscribed and sworn before me this 27<sup>th</sup> day of December, 2022



II. Satoru Ogura, being duly sworn, depose and say that I am the General Manager of Aioi Nissay Dowa Insurance Company Limited and that this Power of Attorney set forth herein is true and correct to the best of my information, knowledge and belief.

Satoru Ogura  
General Manager  
Global Business Department

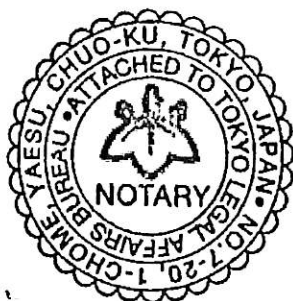


Subscribed and sworn before me this 27<sup>th</sup> day of December, 2022



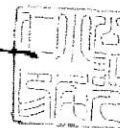
NOTARIAL CERTIFICATE

This is to certify that Naomi Ito, an agent of Yasukazu Furuya, Executive Officer of Aioi Nissay Dowa Insurance Co., Ltd., and Satoru Ogura, General Manager of Global Business Department of Aioi Nissay Dowa Insurance Co., Ltd., have stated in my presence that the said Yasukazu Furuya and Satoru Ogura acknowledged themselves to have signed on the attached document.



DEC. 28. 2022

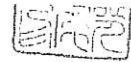
*OBI Hitoshi*



OBI Hitoshi  
NOTARY  
TOKYO LEGAL AFFAIRS BUREAU  
NO.7-20, 1-CHOME, YAESU  
CHUO-KU, TOKYO, JAPAN



令和4年登録第 815 号  
認 証



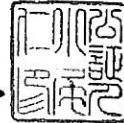
嘱託人 あいおいニッセイ同和損害保険株式会社 役員席・執行役員 古谷泰一  
及び同 グローバル事業推進部 部長 小倉 悟の代理人 伊藤奈緒美は、本職に対  
し、古谷泰一及び小倉 悟が添付書面の署名につき、各々自らしたものであることを承  
認する旨陳述した。

よって、これを認証する。  
令和4年 12月 28 日、本公証人役場において  
東京都中央区八重洲1丁目7番20号

東京法務局所属

公 証 人  
Notary

小尾 仁



OBI Hitoshi

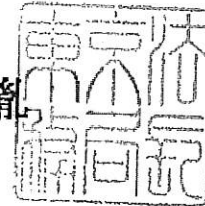
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、  
真実のものであることを証明する。

令和4年 12月 28 日

東京法務局長

坂本佳胤





**APOSTILLE**  
(Convention de La Haye du 5 octobre 1961)

1. Country: JAPAN  
This public document
2. has been signed by OBI Hitoshi
3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
4. bears the seal/stamp of OBI Hitoshi, NOTARY

Certified

5. at Tokyo
6. 2022.12.28
7. by the Ministry of Foreign Affairs
8. 22-NQ 088155
9. Seal/stamp:
10. Signature



  
**HAMAMOTO Hiroki**  
 For the Minister for Foreign Affairs

SPECIAL PROVISIONS



RE: GDOE IFB 007-2023  
GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE SCHOOLS AND SUPPORT FACILITIES

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

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

JJ Global Services

COMPANY NAME

Luis E. Bustamante

NAME OF AUTHORIZED REPRESENTATIVE

*Luis E. Bustamante*

SIGNATURE/DATE

*[Signature]*  
**MATTHEW V. AREVALO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: **JUNE 24, 2023**  
540 Pale San Vitores Road Suite 200 Flame Tree Plaza  
Tumonong Guam 96913

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

GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE SCHOOLS AND SUPPORT FACILITIES

IFB No. 007-2023

Page 19 of 22



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



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

GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE SCHOOLS AND SUPPORT FACILITIES

**INVITATION FOR BID (IFB): 007-2023**

Pursuant to 2 GAR §3109(1)(2),

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

The opened bids shall be available for public inspection *except to the extent the bidder designates trade secrets or other proprietary data to be confidential* as set forth in 2 GAR §3109(1)(3).

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

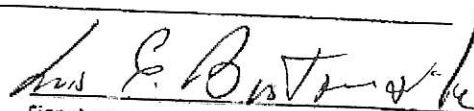
*Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.*

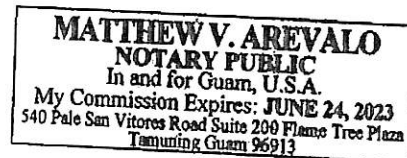
Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3109(1)(3).

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

I, Luis E. Bustamante, an authorized representative of JJ Global Services, hereby request that the sections and page numbers listed below of the bid submitted in response to GDOE IFB No. 007-2023 be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: Luis E. Bustamante  
Title: President / CEO  
Company: JJ Global Services

  
Signature



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

GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE SCHOOLS AND SUPPORT FACILITIES

IFB No. 007-2023

Page 20 of 22

## 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
<b>LAGU I DISTRICT SCHOOLS</b>			
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
<b>TOTAL (LAGU I DISTRICT SCHOOLS)</b>			<b>60</b>
<b>LAGU II DISTRICT SCHOOLS</b>			
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
<b>TOTAL (LAGU II DISTRICT SCHOOLS)</b>			<b>70</b>
<b>LUCHAN DISTRICT SCHOOLS</b>			
12	Agana Heights Elementary (AHES)	Agana Heights	7
13	Chief Brodie Memorial Elementary (CBES)	Tamuning	7
14	C.L. Taitano Elementary (CLTES)	Sinajana	6
15	Jose L.G. Rios Middle (JRMS)	Piti	9
16	L.B.J. Elementary (LBJES)	Tamuning	12

17	Tamuning Elementary (TAMES)	Tamuning	6
<b>TOTAL (LUCHAN DISTRICT SCHOOLS)</b>			<b>47</b>
<b>KATTAN I DISTRICT SCHOOLS</b>			
18	Agueda I. Johnston Middle (AIJMS)	Ordot	17
19	George Washington High (GWHS)	Mangilao	46
20	Ordot-Chalan Pago Elementary (OCPE)	Ordot	15
21	Captain H. B. Price Elementary (HBPE)	Mangilao	13
<b>TOTAL (KATTAN I DISTRICT SCHOOLS)</b>			<b>91</b>
<b>KATTAN II DISTRICT SCHOOLS</b>			
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
<b>TOTAL (KATTAN II DISTRICT SCHOOLS)</b>			<b>32</b>
<b>HAYA I DISTRICT SCHOOLS</b>			
26	Inarajan Elementary (IES)	Inarajan	8
27	Inarajan Middle (IMS)	Inarajan	9
28	Merizo Martyrs Memorial Elementary (MMMES)	Merizo	9
29	M.U. Lujan Elementary (MULES)	Yona	9
30	Talofoto Elementary (TALES)	Talofoto	13
<b>TOTAL (HAYA I DISTRICT SCHOOLS)</b>			<b>48</b>
<b>HAYA II DISTRICT SCHOOLS</b>			
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
<b>TOTAL (HAYA II DISTRICT SCHOOLS)</b>			<b>73</b>
<b>GDOE SUPPORT FACILITIES</b>			

36	Food & Nutrition TEFAP Distribution Warehouse	Piti	.5
37	Facilities & Maintenance Warehouse	Piti	.5
	<b>TOTAL (GDOE SUPPORT FACILITIES)</b>		<b>1</b>
	<b>TOTAL (ALL DISTRICTS &amp; SUPPORT FACILITIES)</b>		<b>422</b>

**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
<b>LAGU I DISTRICT SCHOOLS</b>						
1	Astumbo Elementary (AES)	Dededo	10	\$ 879.36	14	\$ 12,311.04
2	J.M. Guerrero Elementary (JMGES)	Dededo	10	\$1,251.44	14	\$ 17,520.16
3	Maria A. Ulloa Elementary (MAUES)	Dededo	8	\$ 1,102.86	14	\$ 15,440.04
4	Vicente S.A. Benavente Middle (VSABMS)	Dededo	19	\$ 1,264.13	14	\$17,697.82
5	Wettengel Elementary (WES)	Dededo	13	\$1,109.90	14	\$15,538.60
<b>TOTAL PRICE (LAGU I DISTRICT SCHOOLS)</b>						\$78,507.66
<b>LAGU II DISTRICT SCHOOLS</b>						
6	D. L. Perez Elementary (DLPES)	Yigo	14	\$ 1,136.48	14	\$15,910.72
7	F. B. Leon Guerrero Middle (FBLGMS)	Yigo	10	\$ 1,241.16	14	\$17,376.24
8	Finegayan Elementary (FINES)	Dededo	7	\$ 1,101.45	14	\$15,420.30
9	Machananao Elementary (MES)	Yigo	10	\$ 1,105.68	14	\$15,479.52
10	Simon Sanchez High (SSHS)	Yigo	15	\$ 1,112.72	14	\$15,578.08
11	Upi Elementary (UPIES)	Yigo	14	\$ 1,520.58	14	\$21,288.12
<b>TOTAL PRICE (LAGU II DISTRICT SCHOOLS)</b>						\$101,052.98
<b>LUCHAN DISTRICT SCHOOLS &amp; GDOE SUPPORT FACILITIES</b>						
12	Agana Heights Elementary (AHES)	Agana Heights	7	\$ 860.25	14	\$12,043.50
13	Chief Brodie Memorial Elementary (CBES)	Tamuning	7	\$ 980.85	14	\$13,731.90
14	C.L. Taitano Elementary (CLTES)	Sinajana	6	\$ 677.12	14	\$ 9,479.68
15	Jose L.G. Rios Middle (JRMS)	Piti	9	\$1,005.97	14	\$14,083.58
16	L.B.J. Elementary (LBJES)	Tamuning	12	\$ 685.57	14	\$ 9,597.98
17	Tamuning Elementary (TAMES)	Tamuning	6	\$ 835.30	14	\$11,694.20
18	Food & Nutrition TEFAP Distribution Warehouse	Piti	.5	\$ 372.02	14	\$ 5,208.28

19	Facilities & Maintenance Warehouse	Piti	.5	\$ 372.02	14	\$ 5,208.28
<b>TOTAL PRICE (LUCHAN DISTRICT SCHOOLS &amp; GDOE SUPPORT FACILITIES)</b>						<b>\$81,047.40</b>
<b>KATTAN I DISTRICT SCHOOLS</b>						
20	Agueda I. Johnston Middle (AUMS)	Ordot	17	\$ 1,113.54	14	\$15,589.56
21	George Washington High (GWHS)	Mangilao	46	\$ 1,790.62	14	\$25,068.68
22	Ordot-Chalan Pago Elementary (OCPE)	Ordot	15	\$ 898.10	14	\$12,573.40
23	Captain H. B. Price Elementary (HBPE)	Mangilao	13	\$ 1,209.59	14	\$16,934.26
<b>TOTAL PRICE (KATTAN I DISTRICT SCHOOLS)</b>						<b>\$70,165.90</b>
<b>KATTAN II DISTRICT SCHOOLS</b>						
24	B.P. Carbullido Elementary (BPCES)	Barrigada	4	\$ 1,034.03	14	\$14,476.42
25	J.Q. San Miguel Elementary (JQSMES)	Toto	11	\$ 879.14	14	\$12,307.96
26	Luis P. Untalan Middle (LPUMS)	Barrigada	7	\$ 979.10	14	\$ 13,707.40
27	Pedro C. Lujan Elementary (PCLES)	Barrigada	10	\$ 862.93	14	\$12,081.02
<b>TOTAL PRICE (KATTAN II DISTRICT SCHOOLS)</b>						<b>\$52,572.80</b>
<b>HAYA I DISTRICT SCHOOLS</b>						
28	Inarajan Elementary (IES)	Inarajan	8	\$ 860.12	14	\$12,041.68
29	Inarajan Middle (IMS)	Inarajan	9	\$ 1,029.29	14	\$14,410.06
30	Merizo Martyrs Memorial Elementary (MMMES)	Merizo	9	\$ 205.13	14	\$ 2,871.82
31	M.U. Lujan Elementary (MULES)	Yona	9	\$ 989.31	14	\$13,847.82
32	Talofofo Elementary (TALES)	Talofofo	13	\$1,002.34	14	\$14,032.76
<b>TOTAL PRICE (HAYA I DISTRICT SCHOOLS)</b>						<b>\$ 57,204.14</b>
<b>HAYA II DISTRICT SCHOOLS</b>						
33	Harry S. Truman Elementary (HSTES)	Agat	14	\$ 1,124.13	14	\$15,737.82
34	J.P. Torres Success Academy	Santa Rita	7	\$ 979.10	14	\$13,707.40
35	Marcial A. Sablan Elementary (MASES)	Agat	6	\$ 977.69	14	\$13,687.66
36	Oceanview Middle (OMS)	Agat	19	\$1,055.35	14	\$14,779.66
37	Southern High (SHS)	Santa Rita	27	\$3,226.61	14	\$45,172.54
<b>TOTAL PRICE (HAYA II DISTRICT SCHOOLS)</b>						<b>\$103,085.08</b>

Invitation for Bid

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. And by submission of this bid, the company is making an offer to provide the work described in GDOE IFB 007-2023 for the prices stated above. I also confirm that the bid price shall remain firm and irrevocable for the term of the award and all renewals thereafter.

JJ Global Services

Company Name

Lujs E. Bustamante

Print Name of Authorized Representative

*Lujs E. Bustamante*

Signature of Authorized Representative

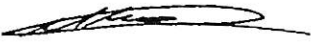
President / CEO

Title

Date

Feb 1 '23

(I MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012  
(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, BIDDER WILL BE DEEMED NONRESPONSIVE)

  
**MATTHEW V. AREVALO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: **JUNE 24, 2023**  
540 Pale San Vitores Road Suite 200 Flame Tree Plaza  
Tamuning Guam 96913

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:

5GCA, 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  
Signature: *Luis E. Bustamante*  
Address: 351 Alageta Street Dededo Guam 96929

Title: President / CEO  
Tel #: 671 632 3550  
Fax #: 671 632 1779  
Email: jig@teleguam.net

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 005



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

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

CITY OF Tamuning )  
 ) ss.  
 ISLAND OF GUAM )

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

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

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

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

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

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

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

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

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

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

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

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

Second Tier Owner Name \_\_\_\_\_ N/A

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
	N/A	

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

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

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

Name	Principal Place of Business Street Address	Amount of Compensation
N/A		

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

Name	Principal Place of Business Street Address
N/A	

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

Name	Principal Place of Business Street Address
N/A	

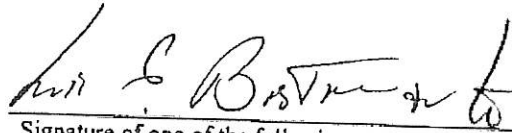
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Affidavit Disclosing Ownership, Influence,  
Commissions and Conflicts of Interest  
AG Procurement Form 002 (Rev. 11/17/2021)

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

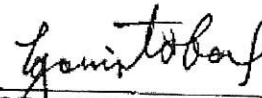
Executed on: Feb 1 '23  
(date)

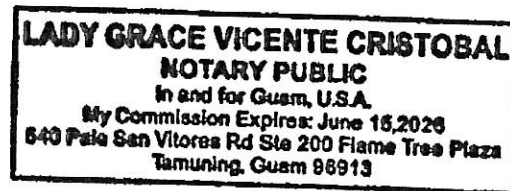


Signature of one of the following:  
Bidder/Offeror/Prospective Contractor, if a licensed individual  
Owner of sole proprietorship Bidder/Offeror/Prospective Contractor  
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership  
Officer, if the Bidder/Offeror/Prospective Contractor is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

Subscribed and sworn to before me

This 1<sup>st</sup> day of February, 20 23.

  
NOTARY PUBLIC  
My commission expires: 6/15/20



**AFFIDAVIT RE NON-COLLUSION**

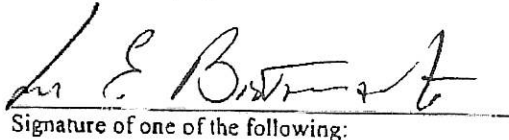
CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Luis E. Bustamante [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] JJ Global Services

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

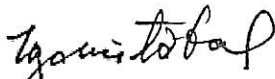


Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 12<sup>th</sup> day of February, 2023



NOTARY PUBLIC

My commission expires June 15, 2025

**LADY GRACE VICENTE CRISTOBAL**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: June 15, 2025  
540 Pale San Vitores Rd Ste 200 Flame Tree Plaza  
Tamuning, Guam 96913

**AFFIDAVIT RE GRATUITIES OR KICKBACKS**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Luis E. Bustamante [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] JJ Global Services. Affiant is Luis E. Bustamante [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Luis E. Bustamante  
Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this 1<sup>st</sup> day of February, 2023.

Quintobal  
NOTARY PUBLIC  
My commission expires June 15, 2024

**LADY GRACE VICENTE CRISTOBAL**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: June 15, 2026  
540 Pale San Vitores Rd Ste 200 Flame Tree Plaza  
Tamuning, Guam 96913

**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF Tamuning )  
 ) SS.  
ISLAND OF GUAM )

Luis E. Bustamante [state name of affiant signing below], being first  
duly sworn, deposes and says that:


The affiant is Luis E. Bustamante [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

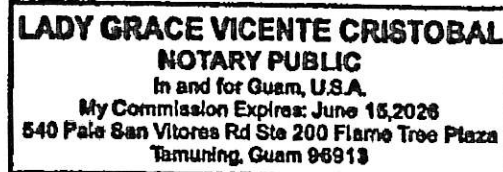


Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this 1st day of February, 2023.

  
NOTARY PUBLIC  
My commission expires June 15, 2026.



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

Procurement No.: IFB No. 007-2023

Name of Offeror Company: JJ Global Services

I, Luis E. Bustamante hereby certify under penalty of perjury:

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

  
Signature



"REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-5693  
Revision No.: 18  
Date Of Last Revision: 12/27/2022

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.66***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.53***
01051 - Data Entry Operator I		12.15***
01052 - Data Entry Operator II		13.25***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.08***
01112 - General Clerk II		12.09***
01113 - General Clerk III		13.57***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89

01270 - Production Control Clerk	
01290 - Rental Clerk	22.97
01300 - Scheduler, Maintenance	11.10***
01311 - Secretary I	15.55***
01312 - Secretary II	15.55***
01313 - Secretary III	17.40
01320 - Service Order Dispatcher	19.39
01410 - Supply Technician	15.40***
01420 - Survey Worker	21.43
01460 - Switchboard Operator/Receptionist	16.96
01531 - Travel Clerk I	10.78***
01532 - Travel Clerk II	13.01***
01533 - Travel Clerk III	14.12***
01611 - Word Processor I	15.09***
01612 - Word Processor II	14.53***
01613 - Word Processor III	16.31
05000 - Automotive Service Occupations	18.26
05005 - Automobile Body Repairer, Fiberglass	
05010 - Automotive Electrician	17.01
05040 - Automotive Glass Installer	15.97***
05070 - Automotive Worker	14.94***
05110 - Mobile Equipment Servicer	14.94***
05130 - Motor Equipment Metal Mechanic	12.82***
05160 - Motor Equipment Metal Worker	17.01
05190 - Motor Vehicle Mechanic	14.94***
05220 - Motor Vehicle Mechanic Helper	17.01
05250 - Motor Vehicle Upholstery Worker	11.73***
05280 - Motor Vehicle Wrecker	13.90***
05310 - Painter, Automotive	14.94***
05340 - Radiator Repair Specialist	15.97***
05370 - Tire Repairer	14.94***
05400 - Transmission Repair Specialist	12.67***
07000 - Food Preparation And Service Occupations	17.01
07010 - Baker	
07041 - Cook I	10.89***
07042 - Cook II	14.44***
07070 - Dishwasher	16.84
07130 - Food Service Worker	9.35***
07210 - Meat Cutter	9.69***
07260 - Waiter/Waitress	12.13***
09000 - Furniture Maintenance And Repair Occupations	9.45***
09010 - Electrostatic Spray Painter	
09040 - Furniture Handler	18.04
09080 - Furniture Refinisher	10.95***
09090 - Furniture Refinisher Helper	18.04
09110 - Furniture Repairer, Minor	13.27***
09130 - Upholsterer	15.70***
11000 - General Services And Support Occupations	18.04
11030 - Cleaner, Vehicles	
11060 - Elevator Operator	9.35***
11090 - Gardener	9.54***
11122 - Housekeeping Aide	14.28***
11150 - Janitor	9.54***
11210 - Laborer, Grounds Maintenance	9.54***
11240 - Maid or Houseman	10.79***
11260 - Pruner	9.39***
11270 - Tractor Operator	9.66***
11330 - Trail Maintenance Worker	13.07***
11360 - Window Cleaner	10.79***
12000 - Health Occupations	10.66***
12010 - Ambulance Driver	
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	18.23
12015 - Certified Physical Therapist Assistant	25.01
12020 - Dental Assistant	25.01
	17.94

12025 - Dental Hygienist	
12030 - EKG Technician	
12035 - Electroneurodiagnostic Technologist	39.73
12040 - Emergency Medical Technician	27.43
12071 - Licensed Practical Nurse I	27.43
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	16.30
12100 - Medical Assistant	18.23
12130 - Medical Laboratory Technician	20.32
12160 - Medical Record Clerk	12.26***
12190 - Medical Record Technician	18.82
12195 - Medical Transcriptionist	14.97***
12210 - Nuclear Medicine Technologist	17.77
12221 - Nursing Assistant I	16.30
12222 - Nursing Assistant II	40.06
12223 - Nursing Assistant III	12.21***
12224 - Nursing Assistant IV	13.73***
12235 - Optical Dispenser	14.98***
12236 - Optical Technician	16.82
12250 - Pharmacy Technician	18.23
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	15.49***
12311 - Registered Nurse I	16.30
12312 - Registered Nurse II	27.43
12313 - Registered Nurse II, Specialist	23.18
12314 - Registered Nurse III	28.36
12315 - Registered Nurse III, Anesthetist	28.36
12316 - Registered Nurse IV	34.32
12317 - Scheduler (Drug and Alcohol Testing)	34.32
12320 - Substance Abuse Treatment Counselor	41.13
13000 - Information And Arts Occupations	22.58
13011 - Exhibits Specialist I	22.58
13012 - Exhibits Specialist II	
13013 - Exhibits Specialist III	21.42
13041 - Illustrator I	26.53
13042 - Illustrator II	32.45
13043 - Illustrator III	21.42
13047 - Librarian	26.53
13050 - Library Aide/Clerk	32.45
13054 - Library Information Technology Systems Administrator	29.38
13058 - Library Technician	17.05
13061 - Media Specialist I	26.53
13062 - Media Specialist II	
13063 - Media Specialist III	18.11
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	23.87
13074 - Photographer IV	19.15
13075 - Photographer V	21.42
13090 - Technical Order Library Clerk	26.53
13110 - Video Teleconference Technician	32.45
14000 - Information Technology Occupations	39.27
14041 - Computer Operator I	21.42
14042 - Computer Operator II	19.15
14043 - Computer Operator III	15.71***
14044 - Computer Operator IV	17.22
14045 - Computer Operator V	19.19
14071 - Computer Programmer I	21.33
14072 - Computer Programmer II	23.62
14073 - Computer Programmer III	(see 1) 15.73***
14074 - Computer Programmer IV	(see 1) 19.50
14101 - Computer Systems Analyst I	(see 1) 23.84
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1) 24.23
	(see 1)

14150 - Peripheral Equipment Operator	
14160 - Personal Computer Support Technician	15.71***
14170 - System Support Specialist	21.33
15000 - Instructional Occupations	21.24
15010 - Aircrew Training Devices Instructor (Non-Rated)	
15020 - Aircrew Training Devices Instructor (Rated)	24.23
15030 - Air Crew Training Devices Instructor (Pilot)	29.32
15050 - Computer Based Training Specialist / Instructor	34.91
15060 - Educational Technologist	24.23
15070 - Flight Instructor (Pilot)	27.61
15080 - Graphic Artist	34.91
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	20.47
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	34.91
15095 - Technical Instructor/Course Developer	17.67
15110 - Test Proctor	23.78
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	15.70***
16010 - Assembler	
16030 - Counter Attendant	10.37***
16040 - Dry Cleaner	10.37***
16070 - Finisher, Flatwork, Machine	11.84***
16090 - Presser, Hand	10.37***
16110 - Presser, Machine, Drycleaning	10.37***
16130 - Presser, Machine, Shirts	10.37***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.37***
16190 - Sewing Machine Operator	10.37***
16220 - Tailor	12.34***
16250 - Washer, Machine	12.83***
19000 - Machine Tool Operation And Repair Occupations	10.86***
19010 - Machine-Tool Operator (Tool Room)	
19040 - Tool And Die Maker	19.46
21000 - Materials Handling And Packing Occupations	24.46
21020 - Forklift Operator	
21030 - Material Coordinator	13.96***
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	22.97
21071 - Order Filler	11.43***
21080 - Production Line Worker (Food Processing)	10.62***
21110 - Shipping Packer	13.96***
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	17.12
21150 - Stock Clerk	15.38***
21210 - Tools And Parts Attendant	21.62
21410 - Warehouse Specialist	13.96***
23000 - Mechanics And Maintenance And Repair Occupations	13.96***
23010 - Aerospace Structural Welder	
23019 - Aircraft Logs and Records Technician	25.04
23021 - Aircraft Mechanic I	19.47
23022 - Aircraft Mechanic II	23.84
23023 - Aircraft Mechanic III	25.04
23040 - Aircraft Mechanic Helper	26.30
23050 - Aircraft, Painter	16.58
23060 - Aircraft Servicer	22.39
23070 - Aircraft Survival Flight Equipment Technician	19.47
23080 - Aircraft Worker	22.39
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.03
23110 - Appliance Mechanic	23.84
23120 - Bicycle Repairer	19.46
23125 - Cable Splicer	15.61***
23130 - Carpenter, Maintenance	21.55
	17.58

23140 - Carpet Layer	
23160 - Electrician, Maintenance	18.20
23181 - Electronics Technician Maintenance I	18.21
23182 - Electronics Technician Maintenance II	18.20
23183 - Electronics Technician Maintenance III	19.46
23260 - Fabric Worker	20.72
23290 - Fire Alarm System Mechanic	16.94
23310 - Fire Extinguisher Repairer	16.77
23311 - Fuel Distribution System Mechanic	15.61***
23312 - Fuel Distribution System Operator	20.72
23370 - General Maintenance Worker	15.61***
23380 - Ground Support Equipment Mechanic	13.21***
23381 - Ground Support Equipment Servicer	23.84
23382 - Ground Support Equipment Worker	19.47
23391 - Gunsmith I	21.03
23392 - Gunsmith II	15.61***
23393 - Gunsmith III	18.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.72 17.88
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	19.02
23430 - Heavy Equipment Mechanic	
23440 - Heavy Equipment Operator	19.50
23460 - Instrument Mechanic	17.98
23465 - Laboratory/Shelter Mechanic	20.72
23470 - Laborer	19.46
23510 - Locksmith	11.43***
23530 - Machinery Maintenance Mechanic	19.46
23550 - Machinist, Maintenance	23.13
23580 - Maintenance Trades Helper	20.72
23591 - Metrology Technician I	10.99***
23592 - Metrology Technician II	20.72
23593 - Metrology Technician III	22.03
23640 - Millwright	23.33
23710 - Office Appliance Repairer	20.72
23760 - Painter, Maintenance	19.46
23790 - Pipefitter, Maintenance	15.49***
23810 - Plumber, Maintenance	18.39
23820 - Pneudraulic Systems Mechanic	17.27
23850 - Rigger	20.72
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	18.20
23910 - Small Engine Mechanic	17.77
23931 - Telecommunications Mechanic I	18.20
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	21.01
23960 - Welder, Combination, Maintenance	18.75
23965 - Well Driller	18.31
23970 - Woodcraft Worker	21.13
23980 - Woodworker	20.71
24000 - Personal Needs Occupations	15.61***
24550 - Case Manager	
24570 - Child Care Attendant	15.01***
24580 - Child Care Center Clerk	10.09***
24610 - Chore Aide	13.25***
24620 - Family Readiness And Support Services Coordinator	14.06*** 15.01***
24630 - Homemaker	
25000 - Plant And System Operations Occupations	16.12***
25010 - Boiler Tender	
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	22.89
25190 - Ventilation Equipment Tender	22.79
25210 - Water Treatment Plant Operator	15.72***
27000 - Protective Service Occupations	22.89

27004 - Alarm Monitor	
27007 - Baggage Inspector	10.90***
27008 - Corrections Officer	9.63***
27010 - Court Security Officer	13.26***
27030 - Detection Dog Handler	13.26***
27040 - Detention Officer	10.90***
27070 - Firefighter	13.26***
27101 - Guard I	13.26***
27102 - Guard II	9.63***
27131 - Police Officer I	10.90***
27132 - Police Officer II	13.26***
28000 - Recreation Occupations	14.74***
28041 - Carnival Equipment Operator	
28042 - Carnival Equipment Repairer	13.24***
28043 - Carnival Worker	14.46***
28210 - Gate Attendant/Gate Tender	9.78***
28310 - Lifeguard	13.18***
28350 - Park Attendant (Aide)	11.01***
28510 - Recreation Aide/Health Facility Attendant	14.74***
28515 - Recreation Specialist	11.84***
28630 - Sports Official	18.26
28690 - Swimming Pool Operator	11.74***
29000 - Stevedoring/Longshoremen Occupational Services	17.71
29010 - Blocker And Bracer	
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	26.02
29042 - Stevedore II	24.21
30000 - Technical Occupations	27.82
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	41.27
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.46
30021 - Archeological Technician I	31.33
30022 - Archeological Technician II	18.17
30023 - Archeological Technician III	20.33
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	25.19
30052 - Cryogenic Technician II	27.89
30061 - Drafter/CAD Operator I	30.80
30062 - Drafter/CAD Operator II	18.17
30063 - Drafter/CAD Operator III	20.33
30064 - Drafter/CAD Operator IV	22.66
30081 - Engineering Technician I	27.89
30082 - Engineering Technician II	16.19***
30083 - Engineering Technician III	18.17
30084 - Engineering Technician IV	20.33
30085 - Engineering Technician V	25.19
30086 - Engineering Technician VI	30.80
30090 - Environmental Technician	37.27
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	25.19
30221 - Latent Fingerprint Technician I	22.66
30222 - Latent Fingerprint Technician II	27.89
30240 - Mathematical Technician	30.80
30361 - Paralegal/Legal Assistant I	25.19
30362 - Paralegal/Legal Assistant II	19.54
30363 - Paralegal/Legal Assistant III	24.21
30364 - Paralegal/Legal Assistant IV	29.61
30375 - Petroleum Supply Specialist	35.83
30390 - Photo-Optics Technician	30.80
30395 - Radiation Control Technician	24.12
30461 - Technical Writer I	30.80
30462 - Technical Writer II	25.19
30463 - Technical Writer III	30.80
	37.27

30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.66
30621 - Weather Observer, Senior	(see 2) 25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	16.10***
31364 - Truckdriver, Tractor-Trailer	16.10***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	9.63***
99050 - Desk Clerk	9.70***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	23.62
99252 - Laboratory Animal Caretaker II	25.80
99260 - Marketing Analyst	21.54
99310 - Mortician	26.22
99410 - Pest Controller	14.61***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.15***
99820 - School Crossing Guard	17.45
99830 - Survey Party Chief	23.79
99831 - Surveying Aide	13.53***
99832 - Surveying Technician	17.58
99840 - Vending Machine Attendant	23.62
99841 - Vending Machine Repairer	30.08
99842 - Vending Machine Repairer Helper	23.62

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per

week, or \$764.40 per month\*

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

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

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

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday



premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

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

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

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is

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

The process for preparing a conformance request is as follows:

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

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

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

**AFFIDAVIT RE CONTINGENT FEES**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Luis E. Bustamante [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] JJ Global Services

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Luis E. Bustamante

Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 2 day of Feb, 20 23.



NOTARY PUBLIC  
My commission expires Jun 24, 20 23.

**MATTHEW V. AREVALO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: **JUNE 24, 2023**  
540 Pale San Vitores Road Suite 200 Flame Tree Plaza  
Tamuning Guam 96913

# **Exhibit**

**“11”**



[https://www.guampdn.com/news/updated-gdoe-seeks-new-contractor-for-grass-cutting-other-maintenance-work/article\\_31cb889c-cb3f-11ef-b70c-bf75e8a3fec1.html](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

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- 📌
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*(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.



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Save up to **\$720** when you sign up for a business mobile plan! **NOW** Some conditions apply.



“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](mailto:jhernandez@guampdn.com) or 671-483-1429.

**Julianne Hernandez**

**Exhibit**

**“12”**





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

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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



CARMEN T. CHARFAUROS  
Supply Management Administrator

AMENDMENT ACKNOWLEDGEMENT FORM

**IFB 002-2025**

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

**AMENDMENT 2**

December 26, 2024

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

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

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

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

\_\_\_\_\_  
Signature

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





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

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

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



CARMEN T. CHARFAUROS  
Supply Management Administrator

December 26, 2024

**AMENDMENT 1**

**Prospective Bidder:**

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

**GDOE**

**IFB 002-2025**

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

**Attachment B**

**From**

## Attachment B

### BID FORMS

IFB 002-2025

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

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

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

#### REGION 1

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

#### REGION 2

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

#### REGION 3

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

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

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

**GDOE**

**IFB 002-2025**

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

**Attachment B**

**To**

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

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

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

**REGION 1**

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

**REGION 2**

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

**REGION 3**

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



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

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

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

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

All else remains the same.

Sincerely,

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

CARMEN T. CHARFAUROS  
Supply Management Administrator

**Exhibit**

**“13”**



**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



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

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

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, 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](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management). Deadline for submission of all bids is 3:00 p.m. Chamorro Standard Time (CHST), 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](mailto:ymduenas@gdoe.net) and Philip Toves, F&M Manager at [patoves@gdoe.net](mailto: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](mailto: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:

The Guam Department of Education Invitation for Bid No. 007-2023
Bidder's Name: _____
Bidder's Address: _____
Submittal Date: ___ / ___ / ___
Submittal Time: ___; ___ a.m./p.m.
Attention: ANTHONY E. QUINATA BUYER SUPERVISOR II

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.

## Section 4 - TERMS AND CONDITIONS

### 4.1. REFERENCE TO LAW AND REGULATIONS

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

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

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

### 4.3. LAWS TO BE OBSERVED

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

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

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

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

### 4.5. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

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

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

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

### 4.7. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

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

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

### 4.8. REPRESENTATION REGARDING ETHICAL STANDARDS

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

### 4.9. REPRESENTATION REGARDING CONTINGENT FEES

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

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

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

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

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

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

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

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

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

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

#### 4.12. EQUAL EMPLOYMENT OPPORTUNITY

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

#### 4.13. MANDATORY DISPUTES CLAUSE

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

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

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

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

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

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

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

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

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

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

**4.16. FEDERAL PROVISIONS**

Bidder agrees to comply with all relevant federal provisions contained in Appendix II to Part 200, Title 2 of the Code Federal Regulations.

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

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

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

**GOVERNMENT OF GUAM**  
**GUAM DEPARTMENT OF EDUCATION**  
**501 MARINER AVENUE, SUITE 116**  
**BARRIGADA, GUAM 96913**  
**TEL: 671-475-0438 | FAX: 671-475-5001**



**BID BOND**

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

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

**WHEREAS, the Principal has submitted a bid for IFB No. 007-2023: GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE SCHOOLS AND SUPPORT FACILITIES**

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

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

(PRINCIPAL)	(SEAL)	(WITNESS)
(WITNESS)		(TITLE)
(SURETY)	(SEAL)	(TITLE)
(ATTORNEY-IN-FACT)		

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING A SURETY BOND FOR SECURITY.**  
GDOE Procurement Form 001

SPECIAL PROVISIONS



RE: GDOE IFB 007-2023  
GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE SCHOOLS AND SUPPORT FACILITIES

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

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

JJ Global Services

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

Luis E. Bustamante

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

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

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form B02**

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



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

GROUNDS MAINTENANCE SERVICES FOR VARIOUS GDOE SCHOOLS AND SUPPORT FACILITIES

**INVITATION FOR BID (IFB): 007-2023**

Pursuant to 2 GAR §3109(l)(2),

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

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

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

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

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

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

I, Luis E. Bustamante, an authorized representative of JJ Global Services, hereby request that the sections and page numbers listed below of the bid submitted in response to GDOE IFB No. 007-2023 be considered a trade secret or proprietary data and therefore exempt from public disclosure:

\_\_\_\_\_  
\_\_\_\_\_

Name: Luis E. Bustamante

Title: President / CEO

Company: JJ Global Services

\_\_\_\_\_  
Signature

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



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: jyg@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
<b>LAGU I DISTRICT SCHOOLS</b>			
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
	<b>TOTAL (LAGU I DISTRICT SCHOOLS)</b>		<b>60</b>
<b>LAGU II DISTRICT SCHOOLS</b>			
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
	<b>TOTAL (LAGU II DISTRICT SCHOOLS)</b>		<b>70</b>
<b>LUCHAN DISTRICT SCHOOLS</b>			
12	Agana Heights Elementary (AHES)	Agana Heights	7
13	Chief Brodie Memorial Elementary (CBES)	Tamuning	7
14	C.L. Taitano Elementary (CLTES)	Sinajana	6
15	Jose L.G. Rios Middle (JRMS)	Piti	9
16	L.B.J. Elementary (LBJES)	Tamuning	12

17	Tamuning Elementary (TAMES)	Tamuning	6
<b>TOTAL (LUCHAN DISTRICT SCHOOLS)</b>			<b>47</b>
<b>KATTAN I DISTRICT SCHOOLS</b>			
18	Agueda I. Johnston Middle (AUMS)	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
<b>TOTAL (KATTAN I DISTRICT SCHOOLS)</b>			<b>91</b>
<b>KATTAN II DISTRICT SCHOOLS</b>			
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
<b>TOTAL (KATTAN II DISTRICT SCHOOLS)</b>			<b>32</b>
<b>HAYA I DISTRICT SCHOOLS</b>			
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
<b>TOTAL (HAYA I DISTRICT SCHOOLS)</b>			<b>48</b>
<b>HAYA II DISTRICT SCHOOLS</b>			
31	Harry S. Truman Elementary (HSTES)	Agat	14
32	J.P. Torres Success Academy	Santa Rita	7
33	Marcial A. Sablan Elementary (MASSES)	Agat	6
34	Oceanview Middle (OMS)	Agat	19
35	Southern High (SHS)	Santa Rita	27
<b>TOTAL (HAYA II DISTRICT SCHOOLS)</b>			<b>73</b>
<b>GDOE SUPPORT FACILITIES</b>			

36	Food & Nutrition TEFAP Distribution Warehouse	Piti	.5
37	Facilities & Maintenance Warehouse	Piti	.5
	<b>TOTAL (GDOE SUPPORT FACILITIES)</b>		<b>1</b>
	<b>TOTAL (ALL DISTRICTS &amp; SUPPORT FACILITIES)</b>		<b>422</b>

**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
<b>LAGU I DISTRICT SCHOOLS</b>						
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	
<b>TOTAL PRICE (LAGU I DISTRICT SCHOOLS)</b>						
<b>LAGU II DISTRICT SCHOOLS</b>						
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	
<b>TOTAL PRICE (LAGU II DISTRICT SCHOOLS)</b>						
<b>LUCHAN DISTRICT SCHOOLS &amp; GDOE SUPPORT FACILITIES</b>						
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
<b>TOTAL PRICE (LUCHAN DISTRICT SCHOOLS &amp; GDOE SUPPORT FACILITIES)</b>					
<b>KATTAN I DISTRICT SCHOOLS</b>					
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
<b>TOTAL PRICE (KATTAN I DISTRICT SCHOOLS)</b>					
<b>KATTAN II DISTRICT SCHOOLS</b>					
24	B.P. Carbullido Elementary (BPCES)	Barrigada	4		14
25	J,Q, San Miguel Elementary (IQSMES)	Toto	11		14
26	Luis P. Untalan Middle (LPUMS)	Barrigada	7		14
27	Pedro C. Lujan Elementary (PCLES)	Barrigada	10		14
<b>TOTAL PRICE (KATTAN II DISTRICT SCHOOLS)</b>					
<b>HAYA I DISTRICT SCHOOLS</b>					
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	Talofoto Elementary (TALES)	Talofoto	13		14
<b>TOTAL PRICE (HAYA I DISTRICT SCHOOLS)</b>					
<b>HAYA II DISTRICT SCHOOLS</b>					
33	Harry S. Truman Elementary (HSTES)	Agat	14		14
34	J.P. Torres Success Academy	Santa Rita	7		14
35	Marcial A. Sablan Elementary (MASES)	Agat	6		14
36	Oceanview Middle (OMS)	Agat	19		14
37	Southern High (SHS)	Santa Rita	27		14
<b>TOTAL PRICE (HAYA II DISTRICT SCHOOLS)</b>					

**Invitation for Bid**

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. And by submission of this bid, the company is making an offer to provide the work described in GDOE IFB 007-2023 for the prices stated above. I also confirm that the bid price shall remain firm and irrevocable for the term of the award and all renewals thereafter.

JJ Global Services

Company Name

Luis E. Bustamante

President / CEO

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

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

*(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, BIDDER WILL BE DEEMED NONRESPONSIVE)*



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

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

CITY OF Tamuning )  
 ) ss.  
 ISLAND OF GUAM )

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

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

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

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

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

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



Affidavit Disclosing Ownership, Influence,  
 Commissions and Conflicts of Interest  
 AG Procurement Form 002 (Rev. 11/17/2021)

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

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

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

Name	Principal Place of Business Street Address	Amount of Compensation
N/A		

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

Name	Principal Place of Business Street Address
N/A	

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

Name	Principal Place of Business Street Address
N/A	

///

///

Affidavit Disclosing Ownership, Influence,  
Commissions and Conflicts of Interest  
AG Procurement Form 002 (Rev. 11/17/2021)

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

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

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

Subscribed and sworn to before me

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

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

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

**AFFIDAVIT RE NON-COLLUSION**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Luis E. Bustamante [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]  
JJ Global Services.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

**AFFIDAVIT RE GRATUITIES OR KICKBACKS**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Luis E. Bustamante [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] JJ Global Services. Affiant is Luis E. Bustamante [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Luis E. Bustamante  
\_\_\_\_\_ [state name of affiant signing below], being first  
duly sworn, deposes and says that:

The affiant is Luis E. Bustamante [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

\_\_\_\_\_  
Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

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

Procurement No.: IFB No. 007-2023

Name of Offeror Company: JJ Global Services

I, Luis E. Bustamante hereby certify under penalty of perjury:

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

\_\_\_\_\_  
Signature



"REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms  
Director  
Division of  
Wage Determinations

Wage Determination No.: 2015-5693  
Revision No.: 18  
Date Of Last Revision: 12/27/2022

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
--	--

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

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.66***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.53***
01051 - Data Entry Operator I		12.15***
01052 - Data Entry Operator II		13.25***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.08***
01112 - General Clerk II		12.09***
01113 - General Clerk III		13.57***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89

01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.01***
01532 - Travel Clerk II	14.12***
01533 - Travel Clerk III	15.09***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.01
05010 - Automotive Electrician	15.97***
05040 - Automotive Glass Installer	14.94***
05070 - Automotive Worker	14.94***
05110 - Mobile Equipment Servicer	12.82***
05130 - Motor Equipment Metal Mechanic	17.01
05160 - Motor Equipment Metal Worker	14.94***
05190 - Motor Vehicle Mechanic	17.01
05220 - Motor Vehicle Mechanic Helper	11.73***
05250 - Motor Vehicle Upholstery Worker	13.90***
05280 - Motor Vehicle Wrecker	14.94***
05310 - Painter, Automotive	15.97***
05340 - Radiator Repair Specialist	14.94***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.89***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.35***
07130 - Food Service Worker	9.69***
07210 - Meat Cutter	12.13***
07260 - Waiter/Waitress	9.45***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95***
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27***
09110 - Furniture Repairer, Minor	15.70***
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.35***
11060 - Elevator Operator	9.54***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	9.54***
11150 - Janitor	9.54***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.39***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	10.66***
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01
12020 - Dental Assistant	17.94

12025 - Dental Hygienist	
12030 - EKG Technician	39.73
12035 - Electroneurodiagnostic Technologist	27.43
12040 - Emergency Medical Technician	27.43
12071 - Licensed Practical Nurse I	18.23
12072 - Licensed Practical Nurse II	16.30
12073 - Licensed Practical Nurse III	18.23
12100 - Medical Assistant	20.32
12130 - Medical Laboratory Technician	12.26***
12160 - Medical Record Clerk	18.82
12190 - Medical Record Technician	14.97***
12195 - Medical Transcriptionist	17.77
12210 - Nuclear Medicine Technologist	16.30
12221 - Nursing Assistant I	40.06
12222 - Nursing Assistant II	12.21***
12223 - Nursing Assistant III	13.73***
12224 - Nursing Assistant IV	14.98***
12235 - Optical Dispenser	16.82
12236 - Optical Technician	18.23
12250 - Pharmacy Technician	16.30
12280 - Phlebotomist	15.49***
12305 - Radiologic Technologist	16.30
12311 - Registered Nurse I	27.43
12312 - Registered Nurse II	23.18
12313 - Registered Nurse II, Specialist	28.36
12314 - Registered Nurse III	28.36
12315 - Registered Nurse III, Anesthetist	34.32
12316 - Registered Nurse IV	34.32
12317 - Scheduler (Drug and Alcohol Testing)	41.13
12320 - Substance Abuse Treatment Counselor	22.58
13000 - Information And Arts Occupations	22.58
13011 - Exhibits Specialist I	
13012 - Exhibits Specialist II	21.42
13013 - Exhibits Specialist III	26.53
13041 - Illustrator I	32.45
13042 - Illustrator II	21.42
13043 - Illustrator III	26.53
13047 - Librarian	32.45
13050 - Library Aide/Clerk	29.38
13054 - Library Information Technology Systems Administrator	17.05
13058 - Library Technician	26.53
13061 - Media Specialist I	18.11
13062 - Media Specialist II	19.15
13063 - Media Specialist III	21.42
13071 - Photographer I	23.87
13072 - Photographer II	19.15
13073 - Photographer III	21.42
13074 - Photographer IV	26.53
13075 - Photographer V	32.45
13090 - Technical Order Library Clerk	39.27
13110 - Video Teleconference Technician	21.42
14000 - Information Technology Occupations	19.15
14041 - Computer Operator I	
14042 - Computer Operator II	15.71***
14043 - Computer Operator III	17.22
14044 - Computer Operator IV	19.19
14045 - Computer Operator V	21.33
14071 - Computer Programmer I	23.62
14072 - Computer Programmer II	(see 1) 15.73***
14073 - Computer Programmer III	(see 1) 19.50
14074 - Computer Programmer IV	(see 1) 23.84
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1) 24.23
14103 - Computer Systems Analyst III	(see 1)

14150 - Peripheral Equipment Operator	15.71***
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.37***
16030 - Counter Attendant	10.37***
16040 - Dry Cleaner	11.84***
16070 - Finisher, Flatwork, Machine	10.37***
16090 - Presser, Hand	10.37***
16110 - Presser, Machine, Drycleaning	10.37***
16130 - Presser, Machine, Shirts	10.37***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.37***
16190 - Sewing Machine Operator	12.34***
16220 - Tailor	12.83***
16250 - Washer, Machine	10.86***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.46
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96***
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	11.43***
21071 - Order Filler	10.62***
21080 - Production Line Worker (Food Processing)	13.96***
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	15.38***
21150 - Stock Clerk	21.62
21210 - Tools And Parts Attendant	13.96***
21410 - Warehouse Specialist	13.96***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61***
23125 - Cable Splicer	21.55
23130 - Carpenter, Maintenance	17.58

23140 - Carpet Layer	
23160 - Electrician, Maintenance	18.20
23181 - Electronics Technician Maintenance I	18.21
23182 - Electronics Technician Maintenance II	18.20
23183 - Electronics Technician Maintenance III	19.46
23260 - Fabric Worker	20.72
23290 - Fire Alarm System Mechanic	16.94
23310 - Fire Extinguisher Repairer	16.77
23311 - Fuel Distribution System Mechanic	15.61***
23312 - Fuel Distribution System Operator	20.72
23370 - General Maintenance Worker	15.61***
23380 - Ground Support Equipment Mechanic	13.21***
23381 - Ground Support Equipment Servicer	23.84
23382 - Ground Support Equipment Worker	19.47
23391 - Gunsmith I	21.03
23392 - Gunsmith II	15.61***
23393 - Gunsmith III	18.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.72
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	17.88
23430 - Heavy Equipment Mechanic	19.02
23440 - Heavy Equipment Operator	19.50
23460 - Instrument Mechanic	17.98
23465 - Laboratory/Shelter Mechanic	20.72
23470 - Laborer	19.46
23510 - Locksmith	11.43***
23530 - Machinery Maintenance Mechanic	19.46
23550 - Machinist, Maintenance	23.13
23580 - Maintenance Trades Helper	20.72
23591 - Metrology Technician I	10.99***
23592 - Metrology Technician II	20.72
23593 - Metrology Technician III	22.03
23640 - Millwright	23.33
23710 - Office Appliance Repairer	20.72
23760 - Painter, Maintenance	19.46
23790 - Pipefitter, Maintenance	15.49***
23810 - Plumber, Maintenance	18.39
23820 - Pneudraulic Systems Mechanic	17.27
23850 - Rigger	20.72
23870 - Scale Mechanic	20.72
23890 - Sheet-Metal Worker, Maintenance	18.20
23910 - Small Engine Mechanic	17.77
23931 - Telecommunications Mechanic I	18.20
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	21.01
23960 - Welder, Combination, Maintenance	18.75
23965 - Well Driller	18.31
23970 - Woodcraft Worker	21.13
23980 - Woodworker	20.71
24000 - Personal Needs Occupations	15.61***
24550 - Case Manager	
24570 - Child Care Attendant	15.01***
24580 - Child Care Center Clerk	10.09***
24610 - Chore Aide	13.25***
24620 - Family Readiness And Support Services Coordinator	14.06***
24630 - Homemaker	15.01***
25000 - Plant And System Operations Occupations	16.12***
25010 - Boiler Tender	
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	22.89
25190 - Ventilation Equipment Tender	22.79
25210 - Water Treatment Plant Operator	15.72***
27000 - Protective Service Occupations	22.89

27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	13.26***
27010 - Court Security Officer	13.26***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	13.26***
27070 - Firefighter	13.26***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	13.26***
27132 - Police Officer II	14.74***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.12
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80
30463 - Technical Writer III	37.27

30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.66
30621 - Weather Observer, Senior	(see 2) 25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	16.10***
31364 - Truckdriver, Tractor-Trailer	16.10***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	9.63***
99050 - Desk Clerk	9.70***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	23.62
99252 - Laboratory Animal Caretaker II	25.80
99260 - Marketing Analyst	21.54
99310 - Mortician	26.22
99410 - Pest Controller	14.61***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.15***
99820 - School Crossing Guard	17.45
99830 - Survey Party Chief	23.79
99831 - Surveying Aide	13.53***
99832 - Surveying Technician	17.58
99840 - Vending Machine Attendant	23.62
99841 - Vending Machine Repairer	30.08
99842 - Vending Machine Repairer Helper	23.62

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per

week, or \$764.40 per month\*

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

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

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday



premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

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

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is

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

The process for preparing a conformance request is as follows:

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

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

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

**AFFIDAVIT RE CONTINGENT FEES**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Luis E. Bustamante [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]  
JJ Global Services

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires \_\_\_\_\_, \_\_\_\_\_.

# **Exhibit**

**“14”**



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

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://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](mailto: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@jiglobal.services](mailto:raymund@jiglobal.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 [aequinata@gdoe.net](mailto:aequinata@gdoe.net).



**Exhibit**

**“15”**



# Purchase Order

Fiscal Year 2023

Page 1 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 #	<b>20231033-00</b>

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
	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  
**15**

<b>PO Total</b>	<b>\$127,372.56</b>
-----------------	---------------------



# Purchase Order

Fiscal Year 2023

Page 2 of 2

**IMPORTANT**  
PURCHASE ORDER NUMBER MUST APPEAR ON ALL  
INVOICES, PACKAGES, AND CORRESPONDENT.

Purchase Order # **20231033-00**

**BILL TO**

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

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
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			
How is our service? Visit our website at <a href="http://www.gdoe.net/District/Department/12-Office-of-Supply-Management">www.gdoe.net/District/Department/12-Office-of-Supply-Management</a> to fill out our Vendor Satisfaction Survey!							
THIS PURCHASE ORDER IS 100% FEDERALLY FUNDED.							
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.							
***** GL SUMMARY *****							
221.91.000.023022.21.2600.12.85020				127,372.56			

DEPARTMENT COPY

**PO Total** **\$127,372.56**



# **Exhibit**

**“16”**



January 8, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue Barrigada GU USA 96913

Subject: Response to Anthony Quinata's Email Inquiry Dated January 8, 2025 Regarding Letters of Protest

Dear Mr. Paul,

We received an email from Mr. Anthony Quinata today seeking clarification if the second protest letter submitted by JJ Global Services on January 7, 2025 supersedes the first letter of protest dated January 6, 2025.

We would like to confirm that the second protest letter does not replace the first. Instead, it serves as a formal escalation of the issues raised initially, while also expanding on additional procedural concerns and their compounded impact on our company. Each letter outlines distinct yet interrelated points of protest, which we believe merit individual attention.

In light of this, we respectfully request GDOE to provide separate or comprehensive responses addressing the concerns raised in each protest letter. This approach will help ensure that all issues are fully acknowledged and appropriately addressed.

We remain committed to resolving these matters amicably and await your prompt response. Should you require any further clarification or documentation, please do not hesitate to reach out.

Respectfully,

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

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



**Exhibit**

**“17”**



January 7, 2025

MISS HAIDEE GILBERT  
Managing Editor  
Guam Pacific Daily News  
P.O. BOX DN, Hagatna Guam 96910

Subject: Request for Retraction or Correction of News Article Regarding Inaccurate Information Published About JJ Global Services

Dear Miss. Gilbert,

I am writing to address the inaccuracies in the article titled "*GDOE Seeks New Grass Cutting Company After 2 Contractors Gone*," published on January 7, 2025. The article contains misleading statements about JJ Global Services and our contract with the Guam Department of Education (GDOE), misrepresenting both the nature of our agreement and the current status of our services.

We would like to clarify 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.

We respectfully request Guam PDN to issue a correction to accurately reflect these facts and ensure the public is informed with truthful information. JJ Global remains committed to providing reliable grounds maintenance services to GDOE.

We trust that Guam PDN will take appropriate steps to address this matter promptly and maintain journalistic integrity.

Respectfully,

A handwritten signature in black ink, appearing to read 'Luis E. Bustamante'.

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



**Exhibit**

**“18”**



January 6, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue  
Barrigada GU USA 96913

Subject: Request for Clarification on Termination of Grounds Maintenance Services

Dear Mr. Paul,

We are writing to request clarification regarding the Letter of Termination dated January 6, 2024, discontinuing JJ Global's grounds maintenance services for nine schools. This decision is unexpected, especially as our team had already commenced services this week in good faith.

Specific Clarifications Requested

1. The specific reasons for the termination of services.
2. How this decision aligns with existing agreements and prior communications from GDOE.
3. The status of services already rendered and plans to address operational disruptions.

We kindly request a written response by 5:00 PM on Tuesday, January 9, 2024, to allow us to address this matter promptly.

JJ Global remains committed to supporting GDOE and ensuring safe, well-maintained school grounds. We look forward to your response.

Respectfully,

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

LUIS E. BUSTAMANTE  
President and CEO



**Exhibit**

**“19”**



January 7, 2025

M. WADE BORJA PAUL  
Deputy Superintendent for Finance and Administrative Services  
Guam Department of Education  
501 Mariner Avenue Barrigada GU USA 96913

Subject: Second Letter of Protest and Demand for Cancellation of IFB 002-2025 Due to Procedural Irregularities and Unfair Treatment

Dear Mr. Paul,

We are writing to formally escalate our protest against the issuance and proceedings related to IFB 002-2025, specifically requesting the cancellation of the bid. Procedural irregularities and timing conflicts have placed JJ Global in a significantly disadvantaged position, undermining fairness and transparency in the procurement process. These issues have resulted in multiple levels of unfair treatment, further compounding the concerns we raised in our initial protest.

PRIMARY GROUNDS FOR BID CANCELLATION

1. Procedural Irregularities and Timing Conflict

The issuance of GDOE's Letter of Termination of Services on January 6, 2025, with an effective date of January 7, 2025, coincided with the bid submission deadline for IFB 002-2025. This abrupt termination, occurring while JJ Global was already fulfilling its contractual obligations under IFB 007-2023, created a significant timing conflict and placed us at a substantial disadvantage in preparing a competitive bid.

As you may note, the issuance of a bid bond, a mandatory requirement for bid submission, typically takes 2-3 weeks to be processed by surety agencies. This timing overlap hindered our ability to secure the necessary financing and submit a timely and competitive bid.

This simultaneous termination of services and the bid deadline, while JJ Global was already performing our contractual duties, demonstrates a clear lack of adequate separation and spacing between these critical events orchestrated by GDOE. This situation violates fairness and transparency mandated under Guam Procurement Law. Moreover, proceeding with IFB 002-2025 under these circumstances risks operational disruption to critical services for schools, directly impacting GDOE's obligations to ensure uninterrupted maintenance.







## 2. Inappropriate Termination of Services

The Notice of Termination, issued on January 6, 2025, with an effective date of January 7, 2025, constitutes a clear violation of proper notification protocols. Given the exceptionally short notice period, GDOE failed to provide an adequate timeframe for terminating our existing contract. Moreover, the Notice of Termination does not clearly stipulate due cause for ending our services, further compounding the lack of clarity and fairness in this process. This abrupt action, coupled with the overlapping bid deadline, underscores multiple levels of unfair treatment, particularly considering that we had already begun fulfilling our contractual obligations in good faith on January 2, 2025. More critically, the unexpected termination severely compromised our cash flow and operational continuity.

The lack of an ample notice period violates procedural requirements, denying JJ Global the ability to adequately prepare for the termination or participate in subsequent solicitations without prejudice. Additionally, the termination of our services, without clear communication or justification, exacerbates the unfair treatment we have faced and underscores GDOE's procedural irregularity.

### SUPPORTING GROUNDS FOR BID CANCELLATION

We addressed these issues in our initial Letter of Protest dated January 6, 2025, and we are reiterating them here for further emphasis and resolution:

#### 1. Inclusion of Regions Under IFB 007-2023

The solicitation for IFB 002-2025 improperly includes regions currently serviced under our existing contract (IFB 007-2023). This action directly contradicts prior assurances from GDOE that these regions would not be re-solicited while under our contract, further contributing to multiple levels of unfair treatment.

#### 2. Misleading Amendments

We were misled by the amendments agreed upon by Anthony Quinata, as discussed by Kit Casin (JJ Global AGM), to exclude nine schools under our care in the new solicitation (IFB 002-2025). However, upon the issuance of Amendment 2, no changes were reflected whatsoever. We trusted your office to make the appropriate amendments, yet to no avail. This oversight has placed JJ Global in a severely disadvantaged position, compromising our ability to compete fairly.

### ACTIONS SOUGHT

To address these multiple levels of unfair treatment and restore compliance with procurement policies, we request the following immediate actions:



1. Cancel IFB 002-2025 to correct procedural flaws, ensure fairness, and suspend all proceedings related to the bid until these issues are fully resolved.
2. Provide clarification on the rationale for including regions currently under JJ Global's contract in the new solicitation.

DEADLINE FOR RESPONSE

We require a written response confirming your commitment to these actions no later than 5:00 PM on Friday, January 13, 2025. Failure to address this protest in a timely and transparent manner will leave us no choice but to escalate this issue further to the Office of Public Accountability (OPA) and pursue all available legal remedies.

JJ Global remains committed to ensuring uninterrupted grounds maintenance services for GDOE schools. However, we cannot allow procedural oversights and unfair practices to undermine our rights and the integrity of the procurement process. We respectfully urge GDOE to uphold its obligations under Guam Procurement Law and take immediate corrective actions.

We await your prompt response.

Respectfully,

A handwritten signature in cursive script that reads 'Luis E. Bustamante'.

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

**Exhibit**

**“20”**

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 cursive script that reads 'Luis R. Bustamante'.

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

**Exhibit**

**“21”**

December 19, 2024



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

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

Dear Mr. Paul,

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

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





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

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

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

We appreciate your prompt attention to this urgent matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Luis R. Bustamante'.

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