

Suite 401 DNA Building
 238 Archbishop Flores St.
 Hagåtña, Guam 96910



TRANSMITTAL

To:	Ms. Carmen T. Charfauros Supply Management Administrator Guam Department of Education 501 Mariner Avenue B-Building, Suite 116 Barrigada, Guam 96913 Phone: (671) 475-0438 Fax: (671) 472-5001 Email: ctcharfauros@gdoe.net	From:	Benjamin J.F. Cruz Public Auditor Office of Public Accountability
		Pages:	11 (including cover page)
CC:	Mr. Charles H. McDonald II, Esq. Attorney for Appellants JJ Global Services McDonald Law Office, LLC 173 Aspinall Avenue, Suite 207A Hagåtña, Guam 96910 Phone: (671) 588-8866 Fax: (671) 472-9616 Email: guam@mcdonald.law	Date:	March 18, 2025
		Phone : Fax:	(671) 475-0390 x. 204 (671) 472-7951

Re: OPA-PA-25-003 Notice of Receipt of Appeal

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Thank you,
 Jerrick Hernandez, Auditor
jhernandez@guamopa.com



OFFICE OF PUBLIC ACCOUNTABILITY

Suite 401 Pacific News Building, 238 Archbishop Flores St., Hagåtña, Guam 96910

Phone: (671) 475-0390 / FAX: (671) 472-7951

March 18, 2025

Ms. Carmen T. Charfauros
Supply Management Administrator
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

VIA EMAIL: ctcharfauros@gdoe.net

Re: Notice of Receipt of Appeal – OPA-PA-25-003

Dear Ms. Charfauros,

Please be advised that JJ Global Services (hereinafter referred to as “JJ Global”) filed an appeal with the Office of Public Accountability (OPA) on March 17, 2025, regarding the Guam Department of Education’s (GDOE) denial of its protest decision related to the procurement for Ground Maintenance Services for Various GDOE Schools (GDOE IFB 002-2025). OPA has assigned this appeal case number OPA-PA-25-003.

Immediate action is required of GDOE pursuant to the Rules of Procedure for Procurement Appeals, found in Chapter 12 of the Guam Administrative Regulations (GAR). Copies of the rules, the appeal, and all filing deadlines are available at OPA’s office and on its website at www.opaguam.org. The first eight pages of the notice of procurement appeal filed with OPA is enclosed for your reference.

Please provide the required notice of this appeal to the relative parties with instructions that they should communicate directly with OPA regarding the appeal. You are also responsible for giving notice to the Attorney General or other legal counsel for your agency. Promptly provide OPA with the identities and addresses of interested parties and a formal entry of appearance by your legal counsel.

Pursuant to 2 GAR, Div. 4, Ch. 12, §12104(3), the submission of one complete copy of the procurement record for the procurement solicitation above, as outlined in Title 5, Chapter 5, §5249 of the Guam Code Annotated is required no later than **Tuesday, March 25, 2025**, five work days following this Notice of Receipt of Appeal. We also request one copy of the Agency Report for each of the procurement solicitations cited above, as outlined in 2 GAR, Div. 4, Chap. 12, §12105, by **Tuesday, April 1, 2025**, ten work days following receipt of this notice.

When filing all required documents with our office, please provide one original and one copy to OPA (**electronic filings will be acceptable and highly encouraged, and can be emailed to jhernandez@guamopa.com**), and serve a copy to JJ Global.

Thank you for your prompt attention to this matter. Please contact Jerrick Hernandez at jhernandez@guamopa.com or 475-0390 ext. 204 should you have any questions regarding this notice.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Benjamin J.F. Cruz', with a stylized flourish at the end.

Benjamin J.F. Cruz
Public Auditor

Enclosure: First 8 pages of the Notice of Procurement Appeal – OPA-PA-25-003

Cc: Charles H. McDonald II, Esq., Attorney for JJ Global

1 **PROCUREMENT APPEAL**

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

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS
DATE: 3/17/25
TIME: 4:33 PM ✓
FILED BY: Thomas Quichocho
FILE NO OPA-PV-003

9 Attorneys for Appellant:
10 *JJ Global Services*

11 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**

12 IN THE APPEAL OF

Notice of Procurement Appeal

13 JJ GLOBAL SERVICES,

Docket No. OPA-PA-003

14 Appellant.

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

16 **APPELLANT INFORMATION**

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

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

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

21 Charles H. McDonald II, Esq.
22 McDonald Law Office, LLC
23 173 Aspinall Avenue, Suite 207A
24 Hagatna, Guam 96910

25 Business Address: 215 Rojas Street, Suite 126 Harmon Industrial Park
26 Tamuning, Guam 96921

27 Email Address: guam@mcdonald.law

28 Daytime Contact No.: 671-588-8866

Fax No.: 671-472-9616

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

- **LAGU II District Schools:**
 1. D.L. Perez Elementary (DLPES) - Yigo (14 acres)
 2. F.B. Leon Guerrero Middle (FBLGMS) - Yigo (10 acres)
 3. Finegayan Elementary (FINES) - Dededo (7 acres)
 4. Machananao Elementary (MES) - Yigo (10 acres)
 5. Simon Sanchez High (SSHS) - Yigo (15 acres)
 6. Upi Elementary (UPIES) - Yigo (14 acres)

- **LUCHAN District Schools:**
 1. Agana Heights Elementary (AHES) - Agana Heights (7 acres)
 2. Chief Brodie Memorial Elementary (CBES) - Tamuning (7 acres)
 3. C.L. Taitano Elementary (CLTES) - Sinajana (6 acres)
 4. Jose L.G. Rios Middle (JRMS) - Piti (9 acres)
 5. L.B.J. Elementary (LBJES) - Tamuning (12 acres)
 6. Tamuning Elementary (TAMES) - Tamuning (6 acres)

- **KATTAN I District Schools:**
 1. Agueda I. Johnston Middle (AIJMS) - Ordod (17 acres)
 2. George Washington High (GWHS) - Mangilao (46 acres)
 3. Ordod-Chalan Pago Elementary (OCPE) - Ordod (15 acres)
 4. Captain H.B. Price Elementary (HBPE) - Mangilao (13 acres)

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2 • **KATTAN II District Schools:**

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

7 • **HAYA I District Schools:**

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

13 • **HAYA II District Schools:**

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

19 • **GDOE Support Facilities:**

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

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

23 GDOE notified JJ Global of the award for Kattan 1 and Haya 1 District Schools (hereinafter, the
24 “GDOE Properties”) on 3/8/23. The Notice of Award stated that it did not form a contract until
25 execution of a separate contract. Exh. 14. Instead of providing a contract, GDOE issued a
26 purchase order for the services for the GDOE Properties on 3/30/23. Exh. 15. On 9/27/24,
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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 it
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
13 No response came, and at no time did GDOE inform JJ Global of a deficiency in its
14 performance under IFB 007-2023. Exh. 9. Instead, GDOE notified JJ Global on 1/6/25 that the
15 Letter of Continuance would be terminated effective 1/7/25. Exh. 5. JJ Global then protested
16 the solicitation of IFB 002-2025. Exh. 21. JJ Global also asked GDOE for reasons for the
17 termination of services for the GDOE Properties.

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

26
27 On 2/28/25, GDOE denied JJ Global's protest. Exh. 7.

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2 **2. Grounds for Appeal**

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

7 **a. Procedural Irregularities**

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

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

19 **Unfair, Non-Transparent and Inappropriate Termination of Services:** The termination
20 of JJ Global’s services was executed without sufficient justification or evidence of non-
21 performance. GDOE’s decision was based on unsubstantiated claims, lacking the necessary
22 factual basis to support such a drastic measure. Notice of termination dated January 6, 2025 of
23 Letter of Continuance for services under IFB 007-2023 was sent without justification, transparency
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1 or fairness and unfairly prejudiced Appellant’s ability to respond to IFB 002-2025. The Purchasing
2 Agency through communications and action hid its true intentions with respect to IFBs 002-2025.
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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.
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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.

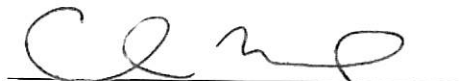
8 **3. Conclusion**

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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**



Jerrick Hernandez <jhernandez@guamopa.com>

OPA-PA-25-002 Notice of Receipt of Appeal

Jerrick Hernandez <jhernandez@guamopa.com>
To: Regine.lee@visitguam.org, djberman@pacifclawyers.law
Cc: Rudd Gudmalin <rudd.gudmalin@visitguam.org>

Wed, Mar 12, 2025 at 10:32 AM

Hafa Adai,

Please see the attached Notice of Receipt of Appeal for OPA-PA-25-002. This email will serve as an official notice in lieu of a transmittal via Fax.

Please confirm receipt of this email and the attached document. Thank you.

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Best Regards,



Jerrick J.J.G. Hernandez, MA, CGFM, CFE, CICA, CGAP
Accountability Auditor

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