

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



TRANSMITTAL

To:	Mr. Vincent P. Arriola Director Department of Public Works 542 North Marine Corps Drive Tamuning, Guam 96913 Phone: (671) 646-3131/647-5055 Email: vince.arriola@dpw.guam.gov	From:	Benjamin J.F. Cruz Public Auditor Office of Public Accountability
		Pages:	14 (including cover page)
CC:	Mr. Joshua D. Walsh, Esq. Attorney for Appellant General Pacific Services, LLC Razano Walsh & Torres, P.C. 139 Murrary Blvd. Hagåtña, Guam 96910 Phone: (671) 989-3009 Email: jdwalsh@rwtguam.com	Date:	January 29, 2026
		Phone : Fax:	(671) 475-0390 x. 204 (671) 472-7951

Re: OPA-PA-26-001 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

January 29, 2026

Vincent P. Arriola
Director
Department of Public Works
542 North Marine Corps Drive
Tamuning, Guam 96913

VIA EMAIL: vince.arriola@dpw.guam.gov

Re: Notice of Receipt of Appeal – OPA-PA-26-001

Dear Mr. Arriola,

Please be advised that General Pacific Services, LLC (hereinafter referred to as “GPS”) filed an appeal with the Office of Public Accountability (OPA) on January 28, 2026, regarding the Department of Public Works’ (DPW) decision on their protest related to Project No.730-5-1059-L-YIG (Finance, Demolition, Design, Build, Lease/Leaseback and Insure/Capital Maintenance for the New Simon Sanchez High School and the procurement for “Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY 25-26 Initial Phase Total Appropriated Value: \$16,377,125.00”. OPA has assigned this appeal case number OPA-PA-26-001.

Immediate action is required of DPW 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 notice of 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 **Thursday, February 5, 2026**, 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 **Thursday, February 12, 2026**, 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 GPS.

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 Eleven Pages of Notice of Procurement Appeal – OPA-PA-26-001

Cc: Joshua D. Walsh, Esq., Attorney for Appellant GPS

RAZZANO WALSH & TORRES, P.C.
 JOSHUA D. WALSH
 PAN AMERICAN BUILDING
 Suite 100, 139 Murray Blvd.
 Hagåtña, Guam 96910
 Telephone: (671) 989-3009
 Facsimile: (671) 989-8750
 Electronic Service: eservice@rwtguam.com

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 PROCUREMENT APPEALS

DATE: 1/28/26
 TIME: 4:23 PM ✓ BY: Thomas Quichock
 FILE NO: 26-001

Counsel for General Pacific Services, LLC

**PROCUREMENT APPEAL OF DENIAL OF PROCUREMENT PROTEST
 THE OFFICE OF PUBLIC ACCOUNTABILITY**

PART I.

In the Procurement Appeal of)	NOTICE OF PROCUREMENT
)	APPEAL;
GENERAL PACIFIC SERVICES, LLC,)	ALTERNATIVE MOTION TO
)	COMPEL AGENCY DECISION
Appellant.)	Docket No. <u>OPA-PA-26-001</u>
_____)		

PART II: APPELLANT INFORMATION

Appellant's Name	General Pacific Services, LLC ("GPS")
Appellant's Mailing Address	265 Mamis Street, Tamuning, Guam, 96913
Appellant's Business Address	265 Mamis Street, Tamuning, Guam, 96913
Appellant Representative's Direct Email Address	roberto.phil@gmail.com
Appellant's Phone	671-649-1946
Appellant's Facsimile	C/O counsel 671-989-8750

Appellant is represented by legal counsel in this appeal. For purposes of this appeal, please direct correspondence to GPS lead counsel, Joshua D. Walsh of Razzano Walsh & Torres, P.C.

Counsel's Mailing Address	139 Murray Blvd. Ste. 100, Hagåtña, Guam 9691
Counsel's Telephone	671-989-3009
Counsel's Facsimile	671-989-8750
Counsel's Direct Email Address	jdwalsh@rwtguam.com

PART III: APPEAL INFORMATION

- A. Purchasing Agency: Guam Department of Public Works (“DPW”).
- B. Solicitation Numbers: Project No. 730-5-1059-L-YIG and “Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY25-26 Initial Phase Total Appropriated Value: \$16,377,125.00.”
- C. The Appellant submitted its first Bid Protest of Project No. 730-5-1059-L-YIG on November 19, 2025. A Second Protest of the same Project was submitted on December 12, 2025. A protest of the separately captioned “Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY25-26 Initial Phase Total Appropriated Value: \$16,377,125.00” was submitted on December 12, 2025.
- D. This Appeal is from DPW’s constructive denial of the GPS protests.
- E. The name of the only competing offerors known to Appellant are: Core Tech International (“CTI”) and Guam Education Finance Foundation III, Inc. (“GEFF”). Upon information and belief, no public competition was held for the November 14, 2025, project “Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY25-26 Initial Phase Total Appropriated Value: \$16,377,125.00.”

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PART IV: STATEMENT OF GROUNDS FOR APPEAL

A. THE GROUNDS FOR APPEAL

1. Relevant Procedural and Factual History

On March 21, 2025, DPW issued Project No. 730-5-1059-L-YIG, seeking Proposals for the Finance, Demolition, Design, Build, Lease/Leaseback and Insure/Capital Maintenance for the New Simon Sanchez High School ("SSHS"). A Copy of the Request for Proposal ("RFP") , excluding the attachments, is attached to this appeal as **Attachment A**. DPW determined that both CTI and GPS submitted responsive bids. On June 6, 2025, DPW decided to enter into negotiations with CTI, whose bid DPW rated two points higher. A copy of the Notice provided to GPS is attached to this appeal as **Attachment B**. Upon information and belief, DPW entered into a months long negotiation period with CTI.

After months of silence from DPW, GPS, through counsel, requested the entire procurement record for Project No. 730-5-1059-L-YIG (New SSHS) under the Guam Sunshine Act on October 30, 2025. A copy of that correspondence is attached to this appeal as **Attachment C**. The request sought the entire procurement record, including all correspondence between DPW and any potential bidders. On November 7, 2025, counsel followed up with DPW regarding the October 30 request and overdue response. DPW acknowledged the request on November 10, 2025, and requested an extension to provide a response by November 14, 2025. A copy of the extension request is attached to this appeal as **Attachment D**. When the November 14 production did not occur,

counsel followed up again. A copy of that follow up correspondence is attached to this appeal as **Attachment E**. On November 17, 2025, DPW produced 18 unordered documents totaling 74 pages as the purported procurement record. GPS protested on November 19, 2025, asserting that the incomplete and improperly kept record could not legally support an award to CTI, and invoking the statutory automatic stay on continued procurement activity. That Protest letter is attached to this appeal as **Attachment F**.

As gaps persisted, GPS pursued targeted disclosures. On November 25, 2025, GPS requested specific documents, including CTI's initial price proposal, the final negotiated draft contract, and negotiation transcripts/minutes/recordings. A copy of that follow up correspondence is attached to this appeal as **Attachment G**. On December 2, 2025, DPW extended its response time for that request to December 12, 2025. *See DPW Correspondence*, attached to this appeal as **Attachment H**.

GPS filed additional protests as information emerged. On December 12, 2025, GPS submitted a second pre-award protest regarding DPW's acceptance of CTI's non-responsive bid. Also on December 12, 2025, GPS protested DPW's "Limited Project Scope Agreement" for SSSHS demolition work, identifying a total appropriated value of \$16,377,125.00 for work that was already included in the scope of Project No. 730-5-1059-L-YIG and asserting the statutory stay. GPS's additional protests are attached to this appeal as **Attachment I** and **Attachment J**.

Subsequent correspondence summarized and consolidated the procedural posture. A January 16, 2026, follow-up letter from counsel to the DPW Director recapped the November 19, 2025 protest, the December 4, 2025 follow-up regarding record production and overdue Sunshine Act responses, the December 12, 2025 protests (including the CTI non-responsiveness protest and the Limited Project Scope Agreement protest), and requested the status and timing of DPW's decisions, along with identification of the agency point of contact. A copy of this follow up correspondence is attached to this Appeal as **Attachment K**. DPW has chosen to ignore the protests and has not responded to the Appellant's correspondence.

2. Timeliness of Protest and Appeal.

DPW has not responded in any substantive matter to the procurement protests submitted by GPS. While no technical statutory deadline directly controls the time within which DPW should have provided its protest response, Guam's procurement code provides that the agency must respond to contract dispute questions "...within sixty (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." 5 GCA § 5427(f). Here, DPW has blown through the sixty (60) day response period and has ignored the Appellant's attempts to learn of DPW's intentions.

Title 5 GCA § 5425(a) requires that Protests be made within 14 days of the issues leading to the protest being known by the Protester. GPS learned of the failure of DPW to keep a legally sufficient procurement record on November 17, 2025. The GPS protest

on this fact came two days later. GPS's protest of the non-responsive bid price and bifurcated demolition project both came on December 12, 2025—nine days after DPW informed GPS to consult a webpage for documents related to the project's procurement record. Here, there is no doubt about GPS raising timely protests, and the issues raised by GPS all came within 14 days of first learning about them.

This Appeal comes after allowing the agency a sufficient time to respond to the Appellant's agency level protests and is within the fifteen-day protest appeal period set by 5 GCA § 5425(e) that would be implicated had adverse decisions been provided. Therefore, both GPS's agency level protest and subsequent appeal to the OPA meet the timeliness standards required by applicable law and regulation.

3. Basis for Protest and Appeal: DPW has selected a non-responsive and non-responsible offeror.

GPS challenges DPW's handling of the SSHS redevelopment procurements on multiple, independent grounds. GPS protests the responsiveness of CTI's bid for the new SSHS financing and construction. **CTI's bid is non-responsive because it exceeds the *Ma Kåhat* Act's statutory financing cap of \$166,365,000; CTI bid \$195,561,946 — approximately \$30 million over the cap.** Compare 5 G.C.A. §58D108 ("The principal amount of financing authorized under this Section shall not exceed One Hundred Sixty-six Million Three Hundred Sixty-five Thousand Dollars (\$166,365,000)") with May 23, 2025 CTI Price Proposal response ("Total \$195,561,946 less value engineering and cost savings selections by GovGuam -\$29,196.946"). CTI's Price Proposal Response to the RFP is attached to this Appeal as Attachment L.

DPW's consideration of CTT's proposal to "value engineer" down to the statutory limit by deleting \$30,000,000 of requirements for the project does not cure the initial unresponsiveness of a bid that exceeds the maximum authorized financing. Further, DPW's solicitation expressly prohibited alternate or multiple proposals and deemed such proposals non-responsive. *See*, RFP § XVI ("Alternate or multiple proposals will not be accepted. Any proposer submitting alternate, multiple, or otherwise altered proposals will be deemed nonresponsive and disqualified from this solicitation.") Still, DPW considered CTT's variable proposal notwithstanding that prohibition. GPS's bid was \$86,400,000 — significantly lower than CTT's price and well within the statutory limit. Yet, DPW passed over GPS's bid and proceeded with CTT's bid, which was more than double GPS's price and non-responsive. GPS requests that DPW reject CTT's bid as unresponsive and refrain from awarding a contract based on a bid exceeding the statutory cap, which would leave GPS as the sole remaining responsive bidder.

Separately, GPS challenges the completeness and legality of the procurement record supporting the intended award. **The procurement record provided by DPW on November 17, 2025, comprised only 18 unordered documents totaling 74 pages and is insufficient for a project exceeding \$160 million.** Guam law requires a complete procurement record—including meeting records, communication logs, sound recordings, vendor brochures, and a determination of need—and no award may be made without written certification that complete records have been maintained;

these elements do not appear in the produced procurement record materials and therefore cannot legally support an award to CTI.

GPS also protests DPW's separate November 14, 2025, "Limited Project Scope Agreement" for demolition on the basis that demolition was originally included within the scope of Project No. 730-5-1059-L-YIG as an initial phase. A copy of that "contract" is attached to this Appeal as **Attachment M**. No record has been produced demonstrating compliance with Guam procurement law for a standalone demolition procurement.¹ Any award or performance of demolition work outside an approved procurement framework, without a publicly disclosed procurement record, violates 5 GCA § 5249. **The November 2025 demolition contract reflects a total separate value of \$16,377,125.00 even though demolition was already contemplated as part of the original initial phase of the SSHS project outlined in the March 2025 RFP.** As relief, GPS requests that the Office of Public Accountability ("OPA") order DPW to either reissue the procurement publicly or maintain demolition within the scope of the already procured Project No. 730-5-1059-L-YIG.

¹ This contract was contained in a separate FOIA disclosure not disclosed as part of the SSHS project procurement records. The email that contained the contract was written on November 14, 2025, by Mr. Ho Eun and sent to the following executive branch recipients: Lester Carlson, Jeffrey Moots, Leslie Travis, Jon Junior M Calvo, Edward Birn, DPW SSHS CM Team, Linda Ibanez, Vincent Arriola, Christina Garcia, Carla Masnayon, and K. Erik Swanson PhD. The "contract" transmission comes *two weeks after* GPS first sought the procurement record for Project No. 730-5-1059-L-YIG, and after numerous responses from DPW promising the record would be produced at a future date. The Attorney General was listed as a signatory on the contract, but his office was not included in the email.

Finally, GPS objects to DPW's contemplated payment structure under the Limited Project Scope Agreement relative to statutory limits. **CTI's proposal would result in total payments exceeding \$211 million, far above the legislative cap of \$166 million, requiring Guam taxpayers to pay approximately \$45 million beyond the statutory cap.** Collectively, these deficiencies—unlawful severance and award of demolition, acceptance of a non-responsive bid over the statutory cap, disregard of solicitation prohibitions on alternate proposals, and an incomplete procurement record—form the basis of GPS's protest and the requested corrective action. GPS's requested remedies include rejecting CTI's non-responsive bid, refraining from award absent a complete procurement record and certification, and either reissuing the demolition procurement publicly or retaining demolition within the previously procured project scope.

B. RULING REQUESTED

GPS respectfully requests that the OPA issue an Order declaring the following:

- (1) That DPW's decision to make an award to CTI despite CTI's failure to adhere to the requirements of the RFP was arbitrary, capricious and an abuse of discretion;
- (2) That DPW's constructive denial of GPS's protests was unreasonable, arbitrary, capricious and an abuse of discretion;
- (3) That the automatic stay of procurement arising under 5 GCA §5425(g) be confirmed in place;

- (4) That GPS, as the lowest priced responsive and responsible bidder under the RFP, be named for award of the RFP; and
- (5) For such further relief that the OPA deems appropriate.

C. ALTERNATIVE RULING REQUESTED

In the event that the OPA does not wish to proceed with this appeal until the agency issues an agency decision in the first instance, GPS respectfully requests that the OPA issue an Order compelling DPW to issue a final agency ruling on GPS's pending protests. To be sure, the OPA has the power to issue such an order.

The Public Auditor has the authority to compel an agency to produce a decision on a bidder's protest. Order Dismiss. Appeal at 2, *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-15-005 (Apr. 30, 2015). The Supreme Court of Guam has "long held that an agency's authority under its enabling statute may be express or implied" as long as "that authority [is] still grounded in the statutory scheme." *SH Enters., Inc. v. Guam*, 2025 Guam 10 ¶ 31; see *Data Mgmt. Res., LLC v. Off. of Pub. Accountability*, 2013 Guam 27 ¶ 34 ("agencies derive some of their powers expressly and others by implication . . . OPA properly exercised its implied authority to appeal"); *Carlson v. Guam Tel. Auth.*, 2002 Guam 15 ¶ 9 (stating that agencies "must find within the statute warrant for the exercise of any authority which they claim" and their powers "have been conferred upon them by law expressly or by implication"). Former Public Auditor Doris Flores Brooks's finding that the Public Auditor has the power to compel an agency to issue a protest decision was grounded in part on the statutory scheme that provides the Public Auditor

with the power to compel the production of documents by any employee of the Government of Guam. Order Dismiss. Appeal at 2, *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-15-005 (Apr. 30, 2015) (first citing 5 GCA § 5703; and then citing 2 G.A.R., Div. 4, Chap. 12, §12103(a)). Further, the Public Auditor is tasked with using his power and authority to promote the integrity of the procurement process and purposes of 5 GCA Chapter 5. 5 GCA § 5703; Order Dismiss. Appeal at 2, *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-15-005 (Apr. 30, 2015). This is why “[t]he Public Auditor shall have the power to compel . . . production of documents by any employee of the government of Guam, including any employee of any autonomous agency or public corporation.” 5 GCA § 5703(d). The Legislature’s broad grant of power to the Public Auditor to compel the production of documents includes compelling the production of an agency protest decision when the agency fails to “promptly issue a decision in writing.” See 5 GCA § 5425(c). Otherwise, a protester would have no course of action; the agency would be allowed to let a protest sit undecided in perpetuity. The Legislature granted the Public Auditor with the power to compel an agency to issue a protest decision when it has failed to promptly do so. 5 GCA §§ 5001, 5424, 5703; Order Dismiss. Appeal at 2, *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-15-005 (Apr. 30, 2015). That is what should happen here.



Jerrick Hernandez <jhernandez@guamopa.com>

OPA-PA-26-001 Notice of Receipt of Appeal

Jerrick Hernandez <jhernandez@guamopa.com>

Thu, Jan 29, 2026 at 1:54 PM

To: vince.arriola@dpw.guam.gov, "Joshua D. Walsh" <jdwalsh@rwtguam.com>

Hafa Adai,

Please see the attached Notice of Receipt of Appeal for OPA-PA-26-001. 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, CIA, CGFM, CFE, CICA, CGAP
Accountability Auditor

Office of Public Accountability
+1 671 475 0390 (ext. 204)
jhernandez@guamopa.com
<https://www.opaguam.org/>



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