



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

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**03/13/26 E-FILING: In the Procurement Appeal of General Pacific Services, LLC, OPA-PA-26-001**

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Pia Weisenberger &lt;pweisenberger@civilletang.com&gt;

Fri, Mar 13, 2026 at 4:54 PM

To: jhernandez@guamopa.com

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Dear Jerrick,

Please find the attached documents for e-filing in the above-captioned matter:

- 1) Interested Party Core Tech International Corporation's Reply to Appellant's Opening Brief In Appeal of 5 G.C.A. § 5425(g) Determination/Opposition to Substantial Interest Determination
- 2) Declaration of Joyce C.H. Tang In Support Of Interested Party Core Tech International Corporation's Reply to Appellant's Opening Brief In Appeal of 5 G.C.A. § 5425(g) Determination/Opposition to Substantial Interest Determination

Involved Parties:

- Razzano Walsh & Torres, P.C.
- Office of the Attorney General of Guam
- Civile & Tang , PLLC

Kindly confirm receipt of this filing.

Thank you,

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**2 attachments** **Decl. of JCT ISO Interested Party's Reply to Appellant's Brief.pdf**  
10458K



**Interested Party's Reply Brief.pdf**

591K

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**IN THE OFFICE OF PUBLIC ACCOUNTABILITY**

In the Procurement Appeal of

GENERAL PACIFIC SERVICES, LLC,  
Appellant.

**DOCKET NO. OPA-PA-26-001**

**INTERESTED PARTY CORE TECH  
INTERNATIONAL CORPORATION'S  
REPLY TO APPELLANT'S OPENING  
BRIEF IN APPEAL OF 5 G.C.A. § 5425(g)  
DETERMINATION/OPPOSITION TO  
SUBSTANTIAL INTEREST  
DETERMINATION**

**I. INTRODUCTION**

This matter arises out of protests filed by Appellant General Pacific Services, LLC (“GPS”)<sup>1</sup> relating to the Department of Public Works’s (“DPW”) request for proposals for the Simon Sanchez High School Finance, Demolition, Design, Build Lease/Leaseback & Insurance/Capital Maintenance (“FDDBLM”) Project No. 730-5-1059-L-YIG. DPW issued a

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<sup>1</sup> In its Notice of Appeal relating to its procurement protests filed on January 28, 2026, GPS identifies itself as “General Pacific Services, LLC,” which is reflected in the case caption. However, in its January 9, 2026 Notice of Appeal of 5 GCA § 5425(g) Determination, it identifies itself as “General Pacific Services, Inc.” In this brief, CTI uses the name referenced in the case caption.

notice of intent to award the contract to Interested Party Core Tech International Corporation (“CTI”) but thereafter stayed the procurement after GPS filed its first protest.

As allowed under the procurement law, on February 6, 2026, the Director of the DPW issued a written determination pursuant to 5 GCA § 5425(g)(1) (the “Substantial Interests Determination”) declaring that “the award of the contract for the Simon Sanchez High School FDDBLM Project without delay is necessary to protect substantial interests of Guam.” The Determination is well grounded and is supported by overriding public policy—and public sentiment—requiring that the construction of Simon Sanchez High School commence now. GPS’s protests and appeal have the potential to delay the project for years, a result that this community cannot suffer. DPW’s Substantial Interests Determination should be confirmed.

## II. FACTUAL AND PROCEDURAL HISTORY

GPS submitted three separate protests relating to DPW’s procurement for the Simon Sanchez High School FDDBLM Project. *See* Notice of Appeal (Jan. 28, 2026) at 2 & Attachment F (Protest 1 - November 19, 2025 protest of Project No. 730-5-1059-L-YIG), Attachment I (Protest 2 – December 12, 2025 protest of Project No. 730-5-1059-L-YIG), Attachment J (Protest 3 – December 12, 2025 protest of “Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY25-26 Initial Phase Total Appropriated Value: \$16,377,125.00”).

To date, the procuring agency, DPW, has not ruled on any of the three protests. Notwithstanding that DPW has not decided the protests, on January 28, 2026, GPS filed a Notice of Appeal (“Protests Appeal”) of the three protests to the Office of Public Accountability (“OPA”), docketed as Appeal No. OPA-PA-26-001. *See* Notice of Appeal (January 28, 2026).<sup>2</sup>

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<sup>2</sup> An appeal may only be taken from a decision by the chief procurement officer, deciding the protest. *See* 5 GCA § 5425(c) (stating that a decision “may be appealed by the protestant, to the Public Auditor within fifteen (15) days

On February 6, 2026, DPW issued its Written Determination Pursuant to 5 GCA § 5425(g)(1) that the “award of the contract for the Simon Sanchez High School FDDBLM Project without delay is necessary to protect substantial interests of Guam.” *See* Substantial Interests Determination (Feb. 6, 2026) (issued by DPW Director to Procurement File). DPW enumerated seven (7) grounds in support of its determination, relating to educational disruption, student safety and welfare, financial costs of delay, and legislative policies favoring timely delivery of the project. *See id.* at 2-3. The Determination was issued by the Director of DPW and concurred with by the Attorney General (Douglas B. Moylan) and the Deputy Superintendent of Finance and Services of the Guam Department of Education (Franklin P. Leon Guerrero). *See id.* at 3.

On February 9, 2026, GPS filed a Notice of Appeal of 5 G.C.A. § 5425(g) Determination; Opposition to Substantial Public Interest Determination. *See* Notice of Appeal (Feb. 9, 2026). The Public Auditor recused himself from this matter and appointed the hearing Officer to preside over the appeals. *See* Recusal of Public Auditor and Order Appointing and Designating Hearing Officer to Preside over Appeal (Feb. 16, 2026). In accordance with the Scheduling Order issued by the Hearing Officer on February 17, 2026, Appellant filed its Opening Brief in its appeal of the Substantial Interests determination on March 3, 2026.

### **III. ARGUMENT**

#### **A. GPS’ Argument is Misleading Because Neither CTI Nor DPW Improperly Delayed This Procurement**

GPS paints a picture that DPW inexplicably and unreasonably delayed the procurement to support its argument that additional delay in awarding the contract, while GPS’ protests are being decided, is justified. Appellant’s Br. at 2-4, 14. GPS’s argument and innuendo find zero

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after receipt by the protestant of the notice of decision”). CTI agrees with DPW that because GPS does not appeal from a decision on its protests, the OPA lacks jurisdiction over the appeal. *See* DPW’s Motion to Dismiss at 3-4 (Feb. 12, 2026).

support in the chronology, and more importantly, GPS offers no valid justification to delay the commencement of the Simon Sanchez High School project (“SSHS Project”).

After the earlier procurement dispute, the government did not sit idle. The government changed the law, changed the procurement structure, and then moved the project through a sequence of separate procurements and active work phases before the current main RFP ever issued. CTI filed prior protests of the initial procurement issued for the construction of the Simon Sanchez High School (“SSHS”) issued in 2016 (as it was entitled to do), including two protest matters in 2016 concerning RFP 730-5-1055-L-YIG,<sup>3</sup> a protest in 2017 concerning RFP 730-5-1056-L-YIG,<sup>4</sup> and a protest in 2017 concerning IFB 730-5-1057-L-YIG.<sup>5</sup> The two 2016 protest matters were later consolidated, and the four protest matters altogether were resolved within a relatively limited period of time, with the 2016 consolidated matters resolved on November 22, 2016,<sup>6</sup> the 2017 RFP protest resolved on June 9, 2017,<sup>7</sup> and the 2017 IFB protest later resolved by stipulation on October 15, 2018.<sup>8</sup>

While the 2017 IFB protest litigation was pending, Public Law 34-101 was enacted on May 16, 2018, which made the Guam Department of Education (“GDOE”) the procuring entity and authorized a phased procurement approach covering architectural and engineering services, construction management services, financing services, renovation/construction services,

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<sup>3</sup> *Core Tech Int’l Corp. v. Dep’t of Pub. Works*, OPA-PA-16-007, Notice of Appeal (Office of Pub. Accountability June 23, 2016); *Core Tech Int’l Corp. v. Dep’t of Pub. Works*, OPA-PA-16-011, Notice of Appeal and Request for Consolidation (Office of Pub. Accountability Aug. 10, 2016).

<sup>4</sup> *Core Tech Int’l Corp. v. Dep’t of Pub. Works*, OPA-PA-17-001, Notice of Appeal (Office of Pub. Accountability Mar. 16, 2017).

<sup>5</sup> *Core Tech Int’l Corp. v. Dep’t of Pub. Works*, OPA-PA-17-009, Notice of Appeal (Office of Pub. Accountability Oct. 16, 2017).

<sup>6</sup> *Core Tech Int’l Corp. v. Dep’t of Pub. Works*, OPA-PA-16-007 & OPA-PA-16-011, Decision and Order (Office of Pub. Accountability Nov. 22, 2016).

<sup>7</sup> *Core Tech Int’l Corp. v. Dep’t of Pub. Works*, OPA-PA-17-001, Decision, (Office of Pub. Accountability June 9, 2017).

<sup>8</sup> *Core Tech Int’l Corp. v. Dep’t of Pub. Works*, OPA-PA-17-009, Signed Stipulation and Order re Appeal (Office of Pub. Accountability Oct. 15, 2018).

collateral equipment, and related services. Guam Pub. L. No. 34-101 (May 16, 2018). The project then proceeded through GDOE RFP 005-2019 for land surveying, which GDOE reported was awarded and completed in 2019;<sup>9</sup> GDOE RFP 006-2020 for architectural and engineering design, which GDOE awarded in October 2020 and the design was completed in 2022.<sup>10</sup> Public Law 37-22, enacted on July 5, 2023, again changed the governing framework by requiring GDOE, through DPW, to issue a new integrated SSHS solicitation using that already-procured design. Guam Pub. L. No. 37-22 (July 5, 2023).

Consistent with that new statutory model, DPW issued a Request for Proposals for Project No. 730-5-1058-L-YIG for professional construction management services in January 2024,<sup>11</sup> and awarded the contract on September 27, 2024.<sup>12</sup> Only after those intervening legal changes, separate procurements, awards, and completed work phases did DPW issue the current main procurement, Project No. 730-5-1059-L-YIG, in March of 2025.<sup>13</sup>

Accordingly, GPS's narrative is not just incomplete; it is misleading. The issuance date of the current RFP was not the lingering product of CTI's earlier protest or government inaction. It followed a 2018 statutory reset, a separate 2019 surveying procurement, a 2020 design

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<sup>9</sup> A&E Design Work Begins for New SSHS, Guam Department of Education (Oct. 7, 2020), <https://www.gdoe.net/District/news/2264-A-E-Design-Work-Begins-for-New-SSHS.html>.

<sup>10</sup> Guam Educ. Bd., Minutes of Sept. 20, 2022 Regular Board Meeting 11 (Sept. 20, 2022), <https://www.gdoe.net/files/user/51/file/Minutes-for-September-20%2C-2022-GEB-Regular-Meeting.pdf>.

<sup>11</sup> Dep't of Pub. Works, Gov't of Guam, Request for Proposals, Project No. 730-5-1058-L-YIG, Professional Construction Management Services for the Construction of Simon Sanchez High School (Jan. 2024), <https://dpw.guam.gov/wp-dpw-content/uploads/2024/01/sshs-rfp.pdf>.

<sup>12</sup> Bureau of Budget & Mgmt. Rsch., Gov't of Guam, FY 2026 Executive Budget Request at 27 (2025), <https://bbmr.guam.gov/wp-bbmr-content/uploads/2025/01/FY2026-EXECUTIVE-BUDGET-REQUEST-PRINT-Compressed.pdf> (stating that "DPW secured the services of SSFM in September 2024 to serve as the Construction Manager").

<sup>13</sup> Governor Announces Request for Proposal (RFP) for New Simon Sanchez High School, Governor of Guam (Mar. 14, 2025), [https://governor.guam.gov/press\\_release/governor-announces-request-for-proposal-rfp-for-new-simon-sanchez-high-school/](https://governor.guam.gov/press_release/governor-announces-request-for-proposal-rfp-for-new-simon-sanchez-high-school/); Dep't of Pub. Works, Gov't of Guam, Request for Proposals, Project No. 730-5-1059-L-YIG, New Simon Sanchez High School Finance, Demolition, Design, Build, Lease and Leaseback, and Insure/Capital Maintenance (FDDBLM) (Mar. 2025), <https://dpw.guam.gov/wp-dpw-content/uploads/2025/03/Request-For-Proposals-New-Simon-Sanchez-High-School-Finance-Demolition-Design-Build-Lease-and-Leaseback-and-InsureCapital-Maintenance-FDDBLM-2.pdf>.

procurement and 2020 - 2022 design-development phase, a 2023 legislative overhaul, and a 2024 construction-management procurement. Those were all affirmative governmental steps taken before the present RFP was released. Put plainly, the timeline shows intervening legislative restructuring and active procurement work for years, not a project frozen in place because of CTI's protests of the prior RFP or inaction by the government.

**B. The Substantial Interests Determination Is Justified**

With the history of the SSHS procurement in proper perspective, it becomes clear that the Government's Substantial Interests Determination was made in good faith and is entirely justified. GPS's arguments to the contrary should be rejected.

DPW's Substantial Interests Determination was issued pursuant to 5 GCA § 5425(g)(1).

Section 5425(g) provides:

(g) 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.

5 GCA § 5425(g).

Thus, under the Procurement Law, while a timely procurement protest stays action on the solicitation or award, the Chief Procurement Officer is permitted, by the Legislature, to override

the stay by making a “written determination that the award of the contract without delay is necessary to protect substantial interests of Guam.” *Id.* (g)(1). In providing this avenue, the Legislature recognizes that circumstances may exist to warrant proceeding with the award while the protest is pending. *See Teleguam Holdings, LLC v. Territory of Guam*, 2015 Guam 13 ¶ 25 (recognizing that the agency may “invoke a necessity exception” thereby overriding the automatic stay).<sup>14</sup>

If a timely appeal is made of the written determination or a protest is pending when the determination is issued, the Public Auditor must “confirm or reject” the written determination. 5 GCA § 5425(g)(3)(g)(3); 2 GARR Div. 4 § 12115(a), (b). The matter is reviewed *de novo*. 5 GCA § 5703(a) (“The Public Auditor shall have the power to review and determine *de novo* any matter properly submitted to her or him.”).

### **1. GPS’s Cited Authority Should Not Be Followed**

The statute and regulations are silent on the factors relevant in determining whether an “award of the contract without delay is necessary to protect substantial interests of Guam.” 5 GCA § 5425(g)(1). There are also no controlling Guam Supreme Court decisions describing the relevant factors. GPS relies on the case *Guam Imaging Consultants, Inc. v. Guam Memorial Hospital Auth.*, 2004 Guam 15, for the proposition that the strict compliance with the procurement statute is required (Appellant’s Br. at 9). But the *Guam Imaging Consultants* case is not helpful. There, the GMHA Administrator issued a memo to the file to the effect that the GMHA Procurement Rules and Regulations allowed the award of the contract notwithstanding a

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<sup>14</sup> This is consistent with the official Commentary to the Model Procurement Code § 9-101 (1979), from which § 5425 was taken, which recognizes that the stay may be overridden “[i]n order to allow essential governmental functions to continue.” Model Procurement Code for State and Local Governments § 9-101, Commentary (4) (Feb. 1979); *SH Enters., Inc. v. Guam*, 2025 Guam 10 ¶ 18 (“Guam has generally adopted the 1979 Model Procurement Code (“MPC”).”).

protest. 2004 Guam 15 ¶ 41. The Guam Supreme Court held that this was insufficient as a determination of necessity because there was nothing in the record to show that GMHA obtained the “written concurrence from the Attorney General or a Deputy Attorney General as required by the Procurement Law.” *Id.* GPS stretches the *Guam Imaging Consultants* beyond its simple holding that to show “necessity to avoid the automatic stay,” the written determination must be concurred with by the AG. *Id.* at ¶¶ 41, 42. There is no dispute that the required concurrences were received here. *See* Substantial Interests Determination at 3 (Feb. 6, 2026).

GPS also relies on the prior decisions issued in the JFK procurement matter, arguing that similar grounds were articulated to support the written determination that was rejected by the OPA in that matter, and that it is therefore “instructive to examine the JFK procurement decisions involving the automatic stay.” Appellant’s Br. at 11-12.<sup>15</sup>

First, the prior decisions issued in the JFK matter before the OPA are not binding precedent, and the Hearing Officer is not bound by those decisions. *See Spire Missouri, Inc. v. Pub. Serv. Comm’n*, 618 S.W.3d 225, 235 (Mo. 2021) (“[A]n administrative agency is not bound by *stare decisis*, nor are PSC decisions binding precedent on this Court.”) (citing *State ex rel. AG Processing, Inc. v. Pub. Serv. Comm’n of Mo.*, 120 S.W.3d 732, 736 (Mo. banc 2003)); *Heimann v. United States Gov’t through Vilsack*, No. CV 14-757 KG/WPL, 2016 WL 9777170, at \*7 (D.N.M. June 30, 2016) (looking to reasoning in prior administrative decision but stating that “[t]he Court will not, however, treat this later case as binding precedent) (citing 73A C.J.S. Public Administrative Law and Procedure § 352 (“While one administrative

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<sup>15</sup> GPS cites the Decision and Order Re Purchasing Agency’s Mot. for Confirmation of Substantial Interest issued on October 29, 2009 in *In the Appeal of Guam Community Improvement Foundation, Inc.*, OPA-PA-09-005 (“JFK-1”) and the Decision and Order Re Purchasing Agency’s Mot. for Confirmation of Substantial Interest issued on November 16, 2009 in *In the Appeal of Guam Community Improvement Foundation, Inc.*, OPA-PA-09-007 (“JFK-2”). *See* Appellant’s Br. at 4-5, 11-12.

law judge (ALJ) may look to another's decisions for guidance, administrative decisions are not binding on other administrative law judges, nor are they precedent for the courts.”); *Duke v. Workers' Comp. Appeals Bd.*, 204 Cal. App. 3d 455, 460, 251 Cal. Rptr. 185, 188 (Ct. App. 1988) (“Although decisions of administrative tribunals are persuasive, such decisions do not constitute binding precedents. . . . We question the Board's action in relying on outmoded writ-denied cases rather than current authority which recognizes that consideration must be given to a worker's ‘diminished ability ... to compete in an open labor market.’”) (citations omitted).

Second, the Public Auditor's analysis of the determination in the JFK matter suffers clear deficiencies and should not be followed. In reviewing the delay that would be caused by the protests, the Public Auditor improperly considered only the delay in the *proceedings before the OPA*, finding that “this appeal will take approximately three months and the Public Auditor will not speculate on whether any party will appeal her decision to the Superior Court or how long such appeal proceedings will take.” JFK-1 at 8; JFK-2 at 8. The procurement law allows a protestor to appeal to the OPA, and the decision may then be appealed to the Superior Court by filing a civil action, and then to the Supreme Court. *See* 5 GCA §§ 5425(e) (appeals to the OPA), 5481(a) (civil action in Superior Court); 7 GCA § 3108 (appeals to Supreme Court); *see also DFS Guam L.P. v. A.B. Won Pat Int'l Airport Auth., Guam*, 2020 Guam 20, ¶ 1, (reviewing three separate and consolidated procurement protest appeals). The appeal process can last several years on average and over 10 years in extreme cases. *See DFS Guam L.P. v. A.B. Won Pat Int'l Airport Auth., Guam*, 2020 Guam 20 ¶¶ 10-33 (describing history of proceedings including: 2013 protest, 2013 appeal to Superior Court, 2013 appeal to Supreme Court, 2014

remand to OPA, 2014 appeal to Superior Court, 2018 appeal to Supreme Court, and 2020 rehearing by Supreme Court and remand to Superior Court for further proceedings).<sup>16</sup>

Additionally, critical facts relied on by the Public Auditor in the JFK matter are not present here. For instance, the Public Auditor found that DPW caused the delays with respect to the issuance of the RFP and the award. JFK-1 at 11. Here, as explained above, there were various legislative changes regarding the procuring authority and the design and management of the SSSH Project were bid out separately in phases culminating in the present procurement for the construction of the school.

The Hearing Officer is required to review the Substantial Interests Determination based on the specific facts of this procurement, and reliance on prior cases involving different circumstances is inappropriate. For these reasons, the prior JFK decisions should not be followed.

## **2. DPW Identified Facts Supporting Necessity of Awarding the Contract Without Delay**

As relevant here, § 5425(g)(1) requires that the determination identify “substantial interests of Guam,” and a conclusion that the award of the contract while the protest is pending is necessary to protect those interests. DPW’s Substantial Interests Determination easily satisfies these requirements.

First, it cannot be disputed (and GPS does not and cannot dispute) that providing a permanent school for the displaced Simon Sanchez students and faculty is a substantial public interest. This is the express policy of Guam. The Organic Act mandates the Government to “provide an adequate public educational system of Guam, and to that end shall establish,

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<sup>16</sup> The parties eventually settled the DFS matter on remand, and the case was dismissed in 2024—eleven years after the protest was filed.

maintain, and operate public schools according to the laws of Guam.” 48 U.S.C. 1421g. Guam law defines “Adequate Public Educational System” as “a system of public schools that provides an adequate public education to public school students,” and defines “Adequate public education” to mean “public schools” meeting certain standards enumerated by the legislature, including but not limited to “a healthful, safe, sanitary learning environment . . . .” 1 GCA § 715(k), (l).

The construction of a new Simon Sanchez High School *specifically* is the express policy of the Legislature and the Governor, as reflected by the enactment of P.L. 37-22 on July 5, 2023, which amended the *Ma Kåhat* Act of 2013 to require the procurement for the construction of Simon Sanchez High School. *See* 5 GCA § 58D104. The law mandates that GDOE, through DPW, issue a solicitation for the financing and construction of the new Simon Sanchez High School within 90 days of the enactment of the Act. *Id.* In her July 5, 2023 Transmittal Letter to Speaker Terlaje, signing into law P.L. 37-22, Governor Lourdes Leon Guerrero explained:

Enactment of Bill No. 94-37, which amends the *Ma Kåhat* Act of 2013, is a critical step toward finally building the new Simon Sanchez High School . . . . The wait for the construction of a new Simon Sanchez High School is coming to an end, and our future Sharks can look forward to a new home, in a modern facility that will provide them, with the resources they need to prepare them for their bright futures.

**Ex. 1** (Transmittal Letter from Gov. L.G. to Speaker Terlaje) (July 5, 2023).<sup>17</sup>

As the construction of the Simon Sanchez High School is undoubtedly a substantial and immediate public interest of Guam, the question, therefore, is whether awarding the contract for the construction without delay is necessary to promote that substantial public interest. *The clear answer, again, is yes.*

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<sup>17</sup> Considering these legal mandates, the construction of a Simon Sanchez school to house the displaced students is also an “essential governmental function[.]” as contemplated under the MPC for overriding a procurement stay. *See* Model Procurement Code for State and Local Governments § 9-101, Commentary (4) (Feb. 1979).

In its Substantial Interests Determination, DPW cites the harm to the Simon Sanchez students and families, as well as educators, by continued temporary high school arrangements resulting from the delayed Project delivery. Substantial Interests Determination at 2 (Items 1-4). As DPW points out, the “[s]tudents, faculty, and staff of Simon Sanchez High School and John F. Kennedy High School continue to hold double sessions, abnormal instruction hours, and non-standard classroom arrangements....” *Id.* at 2 (Item 1). Furthermore, Simon Sanchez students have been displaced, and the “[t]emporary arrangements have persisted for several years.” *Id.* at 2 (Item 2). This has resulted in “non-standard classroom arrangements,” and “sustained disruption to instructional time and increased strain on students, educators, administrators, and families.” *Id.* at 2 (Items 2 and 3). The “continued delay directly affects the quality, consistency, and effectiveness of educational instruction.” *Id.* at 2 (Item 4).

Each statement is supported by the comments from students submitted at the Round Table hearing for Bill 94-37 held on May 1, 2024 (which became P.L. 37-22).<sup>18</sup> The students articulated the harm suffered by the Simon Sanchez and JFK communities (students, parents, and staff) caused by the delayed construction. The students’ comments at the public round table are eye-opening, and worthy of highlighting here. As one student explained:

**In my perspective, there are more negative aspects rather than positive ones when stalling the rebuilding process.** Through the years, before Super Typhoon Mawar hit Guam, the status of the school building was obviously not the greatest, although staff and students did their best to take care of it. We genuinely strived for what we were given. . . . Next is the instructional time in our school. We’ve lost quite a significant amount of instructional time which can hinder a students growth and development, and not allowing them to fully experience their courses in a level as intended.

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<sup>18</sup> More than fifty letters were submitted by students in connection with the May 1, 2024 Town Hall meeting. Those letters are included in *Committee Report on the Town Hall Meeting—Updates on Simon Sanchez High School*, prepared by the Committee on Infrastructure, Economic Development, Simon Sanchez High School, Disability Services, Self-Determination and Historic Preservation, Housing, Public Accountability, and the Guam Buildup, 37th Guam Legislature (May 17, 2024), attached hereto as Exhibit 2, available at [https://archives.guamlegislature.gov/37th\\_Guam\\_Legislature/Committee\\_Reports\\_37th/Committee%20Report-%20Town%20Hall%20Meeting%20-%20Updates%20on%20Simon%20Sanchez%20High%20School.pdf](https://archives.guamlegislature.gov/37th_Guam_Legislature/Committee_Reports_37th/Committee%20Report-%20Town%20Hall%20Meeting%20-%20Updates%20on%20Simon%20Sanchez%20High%20School.pdf).

**Ex. 2** at 100 (*Committee Report*, letter from Jed Fernando dated Apr. 30, 2024) (emphasis added). Another student described the burdens caused by distance, shortened school hours, and double sessions:

We need your help to ‘Re-Build’ our school. It has been down ever since Typhoon Mawar. The things we sharks don’t like is, doing double session, it being to far from where we live, school hours to short, we get blamed for the damage at a different school, or parents get tired of driving to far, and we get learning but a short amount of time. And it does not feel like home...

*Committee Report* at p 101 (letter from Josiah John, Class of 27) (ellipsis in original). The same theme appears in student testimony concerning extracurricular activities and campus life:

We struggle a lot planning Sanchez activities because we don’t have our own campus. Schools had their haunted houses or their festivals, but we don’t have any of that. I don’t think these senators realize how much we struggle without a school of our own.

*Id.* at 107 (*Committee Report*, letter from Kryz Bartolome dated April 20, 2024).

Students also stressed the emotional effect of attending school in a place that does not feel like their own. As one student put it:

Having a school would make a lot of the kids feel more comfortable and welcomed. Staying in someone else’s home is like we’re being locked up and aren’t able to voice what we have to say because again it is not our HOME.

*Id.* at 115 (*Committee Report*, letter from Mashaunnalin Martinez dated April 30, 2024). One student further noted that the consequences extend beyond convenience and affect student health:

The rebuild isn’t only to help us with transportation or timing or even just the area we are in but the health of the students. For both Simon Sanchez and JFK students.

*Id.* at 103 (*Committee Report*, public testimony from Jaemie Poblete). Other students connected the need for rebuilding to academic performance, school facilities, and student well-being:

If the school were to be rebuilt it will not only enhance school facilities but also students academic performance. With a good school interior design it may improve academics and in improving the overall wellbeing of students as well as helping

attract and retain the best staff and teachers for our school. If we finally choose to rebuild this school we can have many more spaces, no more staying in the cafe or library to learn. We can also finally have a good field like other schools instead whereas we would have our gym in a parking lot. We might as well rebuild the school then to just wait for the school to fall apart and we'd have to make a new school.

*Id.* at 119 (*Committee Report*, letter from Ronzelle Galang). Another student emphasized the need for a safe and modern learning environment:

A rebuilt Simon Sanchez High School would provide essential resources and space to accommodate students properly. It would offer modern facilities that prioritize safety, conducive to effective learning and student well-being.

*Id.* at 120 (*Committee Report*, letter from Sebastian Balansay). The testimony also reflects concern about the broader effect on school community and belonging:

The lack of a proper campus not only affects academic performance but also takes an emotional toll on students and staff who lack a sense of belonging. Rebuilding Simon Sanchez High School isn't just about constructing a building; it's about restoring a community's identity and providing a conducive environment for learning and growth. Every student deserves access to a safe, educational facility that fosters their potential and enables them to thrive. It's imperative that stakeholders prioritize the rebuilding process to ensure future generations have the opportunity to experience a fulfilling high school experience at Simon Sanchez High School.

*Id.* at 121 (*Committee Report*, letter from Samantha Pascua dated May 1, 2024). Taken together, these student statements show that continued delay affects far more than convenience. The harm described in the Committee Report includes lost instructional time, transportation burdens, disruption of student activities, diminished school identity, and adverse effects on student well-being.

Based on recent media reports, GDOE recently announced that it is in the process of finalizing a temporary plan by the end of March 2026 to move the 1,400 Simon Sanchez students

to Tiyan High School for the first two semesters of the 2026-2027 school year.<sup>19</sup> The relocation of 1,400 SSHS students to Tiyan High School has not occurred yet and we do not know if it will. At the March 9, 2026 Legislative Oversight Hearing, the question was asked as to how they intend for this to work logistically, and the response was that the leaders of the schools were “working on it right now and hopefully they will also share how that will look like before the opening.”<sup>20</sup> In other words, there is no set plan by which to evaluate the feasibility and social and educational impact to both SSHS and Tiyan High students, and no designated funds needed to relocate and support the 1,400 students for this proposed move.

Even assuming the move actually occurs, this is yet another temporary arrangement that will further perpetuate the injuries to the 1,400 SSHS students as well as the 900 Tiyan students, while the SSHS Project is delayed. GDOE representatives have explained that with the influx of SSHS students, Tiyan will grow from 900 students to 2,300 students.<sup>21</sup>

Based on Tiyan High School present configuration as constructed, the maximum classroom capacity is 1,873 students. See **Ex. 3** (Tiyan Classroom and Administrative Office Floor Plan). The estimated maximum classroom capacity is summarized in the table below.

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<sup>19</sup> See Joint Oversight Hearing Before the Committee on Education, Libraries, and Public Broadcasting, Guam Legislature (Mar. 9, 2026), YouTube, at 1:51:16 - 1:52:20, <https://www.youtube.com/watch?v=19ExberxxPA>. See, also “GDOE details plans to end double session schedules next school year” (March 10, 2026), KUAM News, <https://www.kuam.com/story/203808769/gdoe-details-plans-to-end-double-session-schedules-next-school-year>.

<sup>20</sup> See *id.*, 2:8:13 – 2:11:32, <https://www.youtube.com/watch?v=19ExberxxPA>.

<sup>21</sup> See *id.*, 1:51:58 – 1:52:10, <https://www.youtube.com/watch?v=19ExberxxPA>.

<b>Tiyan High School Classroom Student Capacity</b>				
<b>Building C, D, E</b>	<b>Classrooms x 3</b>	9	2	
	<b>Capacity x 3</b>	28	16	
		<b>252</b>	<b>32</b>	<b>788</b>
<b>Building F</b>	<b>Classrooms</b>	8	1	1
	<b>Capacity</b>	28	48	36
		<b>224</b>	<b>48</b>	<b>36</b>
<b>Building G</b>	<b>Classrooms</b>	4	2	2
	<b>Capacity</b>	28	16	20
		<b>112</b>	<b>32</b>	<b>40</b>
<b>Building H</b>	<b>Classrooms</b>	4	2	4
	<b>Capacity</b>	28	16	16
		<b>112</b>	<b>32</b>	<b>20</b>
<b>Building I</b>	<b>Classrooms</b>	4	2	4
	<b>Capacity</b>	28	16	16
		<b>112</b>	<b>32</b>	<b>20</b>
<b>Building J</b>	<b>Classrooms</b>	5	5	
	<b>Capacity</b>	28	25	
		<b>140</b>	<b>125</b>	<b>265</b>
<b>Maximum Classroom Student Capacity</b>				<b>1,873</b>
<b>Building I</b>	<b>Administration</b>	0	0	0
	<b>Offices</b>			

Thus, Tiyan High School at maximum capacity can accommodate up to 973 students from SSHS.

While classroom capacity is a very important factor, just as critical is the space available for the administrative and faculty staff. Tiyan has approximately 100 administrative, faculty and support employees, while SSHS has approximately 128 administrative, faculty and support employees.<sup>22</sup> The additional 128 SSHS employees will need office, work space and parking.

<sup>22</sup> Guam Dep't of Educ., *FY25 4th Quarter Staffing Pattern* (pursuant to Pub. L. No. 37-125), <https://www.gdoe.net/files/user/7/file/FY25-4th-Quarter-Staffing-Pattern.pdf>

The cafeteria space is also limited. Currently, the Tiyan High School cafeteria has 20 cafeteria style bench tables which has a total seating capacity of 240. It is able to accommodate an additional 6 tables, increasing the capacity to a maximum of 312 seats.



**Ex. 4** (Photograph of the Tiyan High School cafeteria (3/13/2026)). While not all students will purchase school lunch, the seating capacity is inadequate for a student population of 2,300 and administrative, faculty and support staff of 228 persons.

Another limitation is that there are 285 parking spaces available at the Tiyan High School campus. The 285 parking spaces will not be sufficient to accommodate a student population of 2,300 and 228 administrative, faculty and support staff.

Lastly, collateral equipment (*e.g.*, desks, work tables, electronics, whiteboards, chairs, etc.) will need to be purchased to support the additional 1,400 SSHS students and 128

administrative, faculty and support staff. The funding will need to be identified, and procurement process needs to occur in order to acquire the collateral equipment to meet the early August 2026 deadline. For all of the reasons discussed, the SSHS - Tiyan High School plan is not feasible because the Tiyan High School facility will not be able to physically accommodate the 2,300 students and 228 administrative, faculty and support staff, and the SSHS will have to continue to endure the double session schedule at JFK High School. Alternatively, forcing 2,300 SSHS and Tiyan High School students packed like sardines in one school is harmful for both the students and teachers. The downside of overcrowding in schools is well documented. Overcrowding in schools (high student to teacher ratio) severely hinders the learning environment, causing among other things, poor academic performance, increased behavioral issues and stress, resource scarcity, and increased facility, health and safety risks.

Another significant concern is that at a March 9, 2026 Legislative Joint Oversight Hearing, GDOE representatives stated that this move to Tiyan High School is temporary, and that 20 temporary modular FEMA classrooms will be constructed in the parking lot of the former F.B.L.G. Middle School, where Simon Sanchez students will be moved pending completion of the SSHS Project.<sup>23</sup> Much later during the March 9<sup>th</sup> Legislative Joint Oversight Hearing, Senator Barnett probed the Acting GDOE Superintendent regarding the availability of the 20 temporary classrooms for SSHS students:

**Senator Barnett:** “So what does that then mean for the plans to construct the FEMA funded temporary classrooms and / or the temporary campus in Yigo for the [SSHS] Sharks?”

**Dr. Won Pat:** “... the project was awarded... to build the 20 temporary classrooms across from the parking lot of FBLG.. so in the conversation of making FBLG operate full time is to do a different configuration with our sixth graders...it will house the FBLG students ...”

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<sup>23</sup> See Joint Oversight Hearing Before the Committee on Education, Libraries, and Public Broadcasting, Guam Legislature (Mar. 9, 2026), YouTube, at 2:11:32- 2:12:19, <https://www.youtube.com/watch?v=19ExberxxPA>.

**Senator Barnett:** “So, a whole lot of musical chairs going on this school year. And so now you are saying that temporary what was supposed to be the temporary Sanchez class will be used to house some configuration of FB what was supposed to be temporary for Sanchez class will be used to house some configuration of [FBLG] students while we await the completion of the repairs and renovations at FB Leon Guerero?”

**Dr. Won Pat:** “Yes.”<sup>24</sup>

Thus, the move to Tiyan High School is yet another temporary displacement, which may or may not be followed by another temporary placement in January 2027 to the 20 temporary FEMA classrooms which have yet to be constructed.

As expressed by the Simon Sanchez students at the Town Hall meeting, such displacement to a campus located out of district, coupled with the temporary nature of the displacement, affects student health and wellbeing, and the overall quality of education. Although the effort to move away from split-sessions is undoubtedly positive, the current GDOE SSSS - Tiyan plan being considered is not feasible, and the harm caused by the continuing displacement of Simon Sanchez students still persists.

The remaining reasons articulated by DPW also support overriding the stay. DPW states that further delay “increases the risk of cost escalation and places avoidable pressure on public resources.” *See* Substantial Interests Determination at 2 (Item 5). Rising costs are a reality. The record confirms that Guam is no longer operating in the same construction-cost environment that existed when comparable public high-school campuses were built. Okkodo High School was built in 2006 for approximately \$40 million, whereas the current Simon Sanchez reconstruction is now being pursued at approximately \$150 million in construction financing and about \$166

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<sup>24</sup> *Id.* at 2:11:32 - 2:15:00.

million overall.<sup>25</sup> Those figures alone, which are based on the government’s assessment of the cost of the SSHS Project, demonstrate that delay is not neutral; it exposes the government to a materially more expensive project than the one that could have been delivered years earlier.

Finally, as DPW has stated, further delay “frustrates the legislative purpose” of the “*Ma Kåhat* Act of 2013,” which was “enacted to facilitate timely delivery of major public infrastructure projects.” See Substantial Interests Determination at 2 (Item 6). The Project may potentially be delayed by several years in light of GPS’s protests. GPS’s current protest appeal will likely be dismissed for lack of jurisdiction because DPW has not issued a decision on GPS’s. See 5 GCA § 5425(c) (stating that a decision “may be appealed by the protestant, to the Public Auditor within fifteen (15) days after receipt by the protestant of the notice of decision”). If DPW denies the protest, GPS may appeal to the OPA, and the losing party will have the right to appeal the OPA’s decision to the Superior Court by bringing a civil action. The case in the Superior Court will proceed under the Rules of Civil Procedure, with discovery and a trial. See *DFS Guam, L.P v. GIAA*, 2020 Guam 20 ¶¶ 41, 48 (“Procurement protest appeals filed in the Superior Court proceed as a “civil action,” . . . and discovery is permitted in accordance with the Guam Rules of Civil Procedure.”) (citations omitted). Any decision by the Superior Court may be appealed further to the Supreme Court of Guam. The protest may not be resolved for years.

Awarding the contract now pending resolution of GPS’s protests is necessary to prevent additional years of harm to the education system and Simon Sanchez High School students in

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<sup>25</sup> See Committee Report on Informational Briefing on the Reconstruction of Simon Sanchez High School, at 8 (Sept. 12, 2024 briefing) (reflecting that Okkodo High School was built in 2006 for approximately \$40 million and that Simon Sanchez was then being structured at approximately \$150 million in construction financing and approximately \$166 million overall), [https://archives.guamlegislature.gov/37th\\_Guam\\_Legislature/Committee\\_Reports\\_37th/Committee%20Report-%20Informational%20Briefing%20%20Reconstruction%20of%20Simon%20Sanchez%20High%20School%20and%20Island%20wide%20road%20safety.pdf](https://archives.guamlegislature.gov/37th_Guam_Legislature/Committee_Reports_37th/Committee%20Report-%20Informational%20Briefing%20%20Reconstruction%20of%20Simon%20Sanchez%20High%20School%20and%20Island%20wide%20road%20safety.pdf)

particular, furthering legislative mandates for the immediate construction of Simon Sanchez High School.

#### **IV. CONCLUSION**

For the reasons explained herein, DPW's written determination that "the award of the contract for the Simon Sanchez High School FDDBLM Project without delay is necessary to protect substantial interests of Guam" should be confirmed.

Submitted this 13th day of March 2026.

CIVILLE & TANG, PLLC

A handwritten signature in black ink, appearing to read "Joyce C.H. Tang", written over a horizontal line.

**JOYCE C.H. TANG**

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