



OFFICE OF PUBLIC ACCOUNTABILITY
Doris Flores Brooks, CPA, CGFM
Public Auditor

PROCUREMENT APPEALS

IN THE APPEAL OF,
MORRICO EQUIPMENT, LLC.

Appellant

APPEAL NO: OPA-PA-13-015

ORDER RE APPELLANT'S MOTION TO ENFORCE OPA DECISION

To: **Purchasing Agency:**
Guam Power Authority (GPA)
C/O D. Graham Botha, Esq.
1911 Army Drive, Ste. 227
Harmon, Guam, 96913
Telephone: (671) 648-3203/3002

Appellant:
Morrico Equipment, LLC.
C/O Kevin J. Fowler, Esq.
Dooley Roberts & Fowler LLP
Suite 201, Orleans Pacific Plaza
865 South Marine Corps Drive
Tamuning, Guam, 96913
Telephone: (671) 646-1222

THIS MATTER came before the Office of Public Accountability (OPA) pursuant to Appellant's February 14, 2014 claim for Bid Preparation Costs in the Amount of \$1,215, Appellant's March 7, 2014 Motion to Enforce OPA Decision Re: Re-Award of Contract to Morrico and Payment of Bid Preparation Costs, and the Purchasing Agency's March 14, 2014 Opposition to Motion to Enforce OPA Decision: RE Re-Award of Contract and Bid Costs. After reviewing these pleadings the Public Auditor FINDS and ORDERS the following:

1. The Appellant's Motion to Enforce the Re-Award of the Contract is hereby GRANTED. In the January 24, 2014 Decision, GPA was ordered, no later than thirty (30) days

Order Re Appellant's Motion to Enforce OPA Decision- 1

1 after the Decision was issued, pursuant to 5 G.C.A. §5212(d), to re-award the IFB contract to
2 MORRICO because it is the next lowest bidder whose bid meets the requirements and criteria set
3 forth in the IFB. In its opposition, GPA claims it is not required to do so because it would
4 require funding for the option years of the contract prior to award. However, this is not true,
5 GPA can still re-award the remainder of the contract, inclusive of the option years, to
6 MORRICO, as the IFB clearly states that GPA reserves the right to exercise the remaining option
7 years, 2014 and 2015, of the contract. This means that GPA must re-award the contract to
8 MORRICO and send the required notices to the rest of the IFB's bidders. However,
9 MORRICO's right to receive any orders for bucket trucks is subject to whether GPA exercises
10 the contract's remaining option years. GPA must send the re-award of the IFB contract to
11 MORRICO no later than fourteen (14) days after the effective date of this order.

12 2. The Appellant's Motion to Enforce GPA's payment of the Appellant's Bid Costs is
13 MOOT. The Public Auditor finds that the Appellant claimed its bid preparation costs in the
14 amount of \$1,215 on February 14, 2014 and filed its motion to enforce payment of those costs on
15 March 7, 2014. GPA paid MORRICO's claimed Bid Preparation Costs on March 13, 2014.
16 Thus, the Public Auditor finds that GPA's payment of the Appellant's claimed bid preparation
17 costs is now moot.

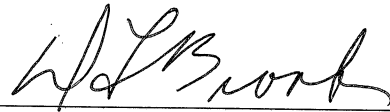
18 3. The Appellant's request that the OPA Order GPA to disclose whether it has obtained
19 payment of liquidated damages from FAR EAST EQUIPMENT is hereby DENIED. Whether
20 GPA was to receive such payments from FAR EAST EQUIPMENT was not part of the OPA's
21 January 24, 2014 Decision in this matter and is outside the scope of the OPA's statutory powers
22 to enforce its January 24, 2014 Decision in this matter.

23 4. This is a Final Administrative Decision. The Parties are hereby informed of their
24 right to appeal from a Decision by the Public Auditor to the Superior Court of Guam, in

25 ///
26 ///
27 ///
28 ///

1 accordance with Part D of Article 9, of 5 G.C.A. within fourteen (14) days after receipt of a Final
2 Administrative Decision. 5 G.C.A. §5481(a).

3
4 **SO ORDERED** this 26th day of March, 2014 by

5
6 

7
8 DORIS FLORES BROOKS, CPA, CGFM
9 PUBLIC AUDITOR