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PROCUREMENT APPEALS

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FILE NO OPA-PA: 13-015

THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Procurement Appeal of)	Docket No. OPA-PA-13-015
)	
MORRICO EQUIPMENT, LLC,)	APPELLANT'S LIST OF
)	ISSUES
Appellant.)	
_____)	

Morrigo Equipment, LLC ("Morrigo"), hereby submits its List of Issues for the December 16, 2013, hearing of this appeal.

1. Did the Guam Power Authority's ("GPA") award of a contract to Mid-Pac Far East ("Mid-Pac"), violate the provisions of the Guam Procurement Code and the Guam Procurement Rules and Regulations?

2. Did GPA abuse its discretion and act in bad faith by making an award of a contract to a bidder whose original bid submission was rejected as non-responsive?

3. Did GPA abuse its discretion and act in bad faith by refusing to send a notice of its award of a contract to Mid-Pac to all other bidders as required by 2 GAR § 3109(q)?

4. Did the GPA abuse its discretion and act in bad faith by allowing a bidder whose bid was rejected as non-responsive to submit a completely new and revised "proposal" a year and a half after bid opening and by which that bidder was allowed to switch the manufacturer of the product it was offering?

5. Did Mid-Pac act in bad faith by advising GPA that it switched manufacturers in its January 31, 2013, revised proposal in order to meet a shortened delivery time frame when in fact its distributorship with the original manufacturer, whose product it originally bid, was terminated?

6. Did the GPA abuse its discretion and act in bad faith by awarding a contract to Mid-Pac based on a revised proposal submitted a year and a half after bid opening and for which Mid-Pac did not use the correct bid specification pages and for which Mid-Pac did not submit required manufacturer brochures and warranty information?

7. Did the GPA abuse its discretion and act in bad faith by contracting with Mid-Pac to deliver bucket trucks that did not conform with the bid specification that the vehicles be painted in John Deere yellow and, instead, allowed delivery of cheaper vehicles painted in white?

8. Did the GPA abuse its discretion in awarding a contract to Mid-Pac based on a revised proposal submitted a year and a half after bid opening which contained a contingency that GPA would be required to pay shipping costs if they increased by more than 5% a year, a condition not authorized by the GPA solicitation?

9. Did the GPA act in bad faith by submitting to the OPA a November 8, 2013, Procurement Record that was incomplete and which did not include a critical October 5, 2011, document by which the GPA had rejected Mid-Pac's July, 2011, bid submission as non-responsive?

Dated this 6th day of December, 2013.

DOOLEY ROBERTS & FOWLER LLP

By:



KEVIN J. FOWLER

Attorneys for Appellant Morrico Equipment, LLC