



Jerrick Hernandez <jhernandez@guamopa.com>

OPA-PA-23-001; In the Appeal of JMSI Electrical Guam LLC

Claire Pollard <cpollard@rwtguam.com>

Fri, Feb 24, 2023 at 4:39 PM

To: Jerrick Hernandez <jhernandez@guamopa.com>

Cc: "Joseph C. Razzano" <jrazzano@rwtguam.com>, "Tabitha H. Madarang" <tmadarang@rwtguam.com>

Dear Mr. Hernandez:

Please see the attached **Comments on Agency Report** for e-filing in the above-referenced matter. Should you have any questions or concerns, please feel free to contact our office. Thank you.

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Regards,
Claire Pollard

RAZZANO WALSH & TORRES, P.C.

139 Murray Blvd. Ste. 100

Hagatna, Guam 96910

(T): 671-989-3009

(F): 671-989-8750

<http://rwtguam.com>**2.24.23 Comments on Agency Report.pdf**

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RAZZANO WALSH & TORRES, P.C.

SUITE 100, 139 MURRAY BLVD.
HAGÁTÑA, GUAM 96910
TELEPHONE: (671) 989-3009
FACSIMILE: (671) 989-8750

Attorneys for Appellant
JMSI Electrical Guam, LLC

IN THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Appeal of

JMSI Electrical Guam LLC,

Appellant.

DOCKET NO. OPA-PA-23-001

COMMENTS ON AGENCY REPORT

I. INTRODUCTION

In accordance with 2 GAR §§ 12104(c)(4) and 12108(a), Appellant JMSI Electrical Guam, LLC (“JMSI” or “Appellant”) submits its Comments on the Agency Report submitted by the Guam Power Authority (“GPA”) to the Office of Public Accountability on February 9, 2023. These comments are submitted to address the positions taken by GPA in its Agency Report and Statement regarding GPA Purchase Order PO 28553.

II. COMMENTS TO AGENCY STATEMENT

JMSI’s work under the Purchase Order is complete. While GPA seeks additional work on its elevator system, that additional work was neither contemplated by the original scope of work agreed to between the parties, or added as an additional change order that JMSI agreed to perform. Contrary to the

assertions of GPA, the procurement record will also reflect that GPA once agreed that JMSI's work on the project had been completed. During JMSI's first walk through of the entire system with GPA Maintenance, Engineering, & IT present, JMSI demonstrated to the satisfaction of GPA that the system was in working order. GPA informed JMSI that they should submit an invoice. It was only after the passage of several weeks that JMSI was instructed to do another walk through. It was at that subsequent walkthrough that GPA determined that the system did not work properly.

The procurement record will also reflect that JMSI's offer of \$5,000.00 to GPA was not offered to cover work that could not be done on the elevator. The funds were offered to cover the cost of additional work GPA sought, *i.e.*, the non-functioning expansion panel and the installed doors that would be hooked directly to the existing system, as a means for GPA to conclude its relationship with JMSI under this purchase order.

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III. CONCLUSION

GPA's Agency report and accompanying statement does not alter the fact that GPA continues to incorrectly claim that JMSI is contractually bound to do work that JMSI never agreed to do. Based on the foregoing, JMSI respectfully requests that its contract dispute appeal be sustained.

Respectfully submitted this 24th day of February, 2023.

RAZZANO WALSH & TORRES, P.C.

By: 

JOSEPH RAZZANO
Attorneys for Appellant