

1 On April 29, 2013, GDOE filed a Motion to Allow for the Purchase of Individual Air
2 Conditioner Units. On May 1, 2013 J & B filed its Opposition to Motion to Allow for Purchase
3 of Individual Air Conditioner Units. On May 8, 2013, GDOE filed its Reply to J & B's
4 Opposition to GDOE's Motion to Allow for the Purchase of Individual Air Conditioner Units.
5 The motion had been taken under advisement. Based upon this Consolidated Decision, the
6 motion is denied as moot.

8 **EVIDENCE PRESENTED**

9 **I. J&B provided the following witnesses and evidence:**

10 *Generoso M. Bangayan* testified as follows:

11 He has been the President of J&B since the company's formation in 1990 and is its
12 Responsible Management Employee (R.M.E.). He has a B.S. in science and commerce and has
13 studied accounting. He has an extensive background in air conditioning installation,
14 maintenance, mechanical and electrical fields and is a licensed general contractor. J&B is in the
15 business of air conditioning sales, installation, maintenance, and mechanical and electrical
16 services. J&B has been in business with GDOE since 1994.

17 J&B entered into a contract with GDOE for the sale and installation of 500 air
18 conditioning units. J&B performed under the contract. Pursuant to the IFB, J&B provided GDOE
19 with a warranty letter. (Exhibit A; GDOE 000552). The letter stated:

20 WARRANTY: The equipment shall be guaranteed to be free from
21 defects in materials and workmanship. The "Warranty Period" is
22 five (5) years for Compressor only from initial start up date or when
23 first DOE School used. Under no circumstances shall supplier and
24 dealer, J&B Modern Tech be liable for incidental or consequential
25 damages resulting without the Preventive Maintenance that should
26 prevent further deterioration, breakdown and inefficient operation
27 and cooling condition of the A/C units. Consumable related to
28 accessories are not covered. And furthermore, the warranty is
NULL & VOID if damages is caused by Mother Nature or Force
Majeure, Thunder & Lightning, Power Fluctuation, Disturbed,
Tampered, Adjusted and/or Repaired by other Entities Technicians.

1 GDOE did not object to the warranty language provided by J&B to GDOE. In November
2 2012, GDOE contacted J&B for servicing of two 20-ton units at Benavente Middle School
3 because the units were not cooling properly. J&B sent a technician who determined that the first
4 unit, unit 39, did not require repairs but was instead in need of maintenance, and was extremely
5 dirty. The technician determined that the second unit, unit 48, had a broken valve, which J&B
6 repaired under its warranty coverage, and spent \$2,000.00 to \$3,000.00 for the repair.

7 Bangayan had expressed his concerns regarding maintenance to GDOE that the units
8 required regular maintenance in order to function properly, but J&B did not provide GDOE with
9 owners' manuals for the units, and the maintenance recommendations were given orally rather
10 than in writing. Bangayan testified that Billy Cruz, GDOE Facilities and Maintenance Manager,
11 told him that a maintenance bid will be issued separately and that the bid would include the 500
12 units installed by J&B. Bangayan expressed his concern that having a third party maintain the
13 units created dangers including improper maintenance, sabotage, or possible voiding of J&B's
14 warranty on the 500 units.

15 Bangayan testified that when his technicians responded to a service call for Southern
16 High School, they determined that the AC unit had been "jumpered" by a third party. J&B
17 provided photographs of the Southern High School AC units. (Exhibit K). Bangayan also
18 testified that his technicians found GDOE units to have been extremely dirty and in need of
19 cleaning when technicians responded to service calls at Agueda Johnston Middle School and
20 Price Elementary School.

21 Consequently, J&B took the position, that if a unit was working but not cooling, J&B
22 would not check it because that type of servicing fell under maintenance rather than warranty
23 coverage. J&B took the further position that its warranty would only be good if J&B performed
24 maintenance on the 500 units. On November 10, 2012, Bangayan sent a letter to Marcus Pido,
25 GDOE Supply Management Administrator, asserting, "If J&B does not have a maintenance
26 agreement for the [500] A/C units, and is thus unable to ensure proper ongoing maintenance,
27 J&B obviously cannot warrant the A/C units against problems that may arise *due to lack of*
28 *maintenance or someone else's improper maintenance.*" (GDOE 0047). On November 23, 2012,

1 Bangayan sent another letter to Pido asserting, *inter alia*: (a) that J & B's warranty on the 500
2 units would not apply if the equipment was not maintained or if maintenance or repairs was done
3 by persons other than J&B technicians; (b) 17 G.C.A. § 7119 makes clear that the warranty and
4 maintenance agreement are linked; (c) if J&B does not have a maintenance agreement for the
5 A/C units, and is thus unable to ensure proper ongoing maintenance, J&B could not warrant the
6 A/C units against problems that may arise due to lack of maintenance or someone else's
7 improper maintenance; (d) if J&B does not hear from Pido by November 30, 2012, J&B will
8 deem the warranty on the A/C units NULL and VOID. (GDOE 0050-0051).

9 On November 30, 2012, Pido sent J&B a letter advising: (a) that GDOE does not accept
10 J&B's interpretation [of the warranty limitations] as described in the letters of November 10 and
11 23, 2012; (b) that if J&B did not comply with the terms of the IFB and the warranty provided by
12 J & B, GDOE may take steps, up to and including legal action, to enforce those terms and to seek
13 whatever damages may be available under such actions; (c) failure to perform may be considered
14 in debarment or suspension actions pursuant to 5 G.C.A. § 5426. (GDOE 0068-0069).

15 J&B did not bill GDOE for any maintenance type services it performed on the 500 units.

16 **Alex Salazar** was provided by stipulation of the parties:

17 Salazar is the project engineer for J&B. The parties stipulated to the admission and
18 accuracy of Exhibit F, which is a series of emails between Salazar and GDOE, Facilities &
19 Maintenance, John Leon Guerrero dated between December 20 through December 26, 2012. On
20 December 20, 2012, Salazar wrote to Leon Guerrero about the status of the SHS, building 3000,
21 A/C unit, which GDOE expressed was not working properly. Salazar advised: the J&B tech
22 found the condenser coils were dirty; no repairs were made; no leak was found on the unit; the
23 unit was running; someone other than J&B installed wire jumpers to the unit; this was a warranty
24 violation; the warranty for that unit is voided.

25 **Johnny Parinas** testified as follows:

26 Parinas is a J&B technician trained in the fields of air conditioning and refrigeration and
27 worked at Carrier and as an apprentice at the Guam Community College, obtaining his
28 journeyman certificate. On November 29, 2012, Parinas responded to a service call at Southern

1 High School and found the unit dirty. He testified that dirt damages the units. He performed a
2 troubleshoot of the unit and found a low charge in the system refrigerant, a refrigerant leak in the
3 condenser coil, with the unit in need of preventive maintenance. (Exhibit G). Because the unit
4 was so dirty, he did not touch it.

5 ***Peter Albert Viste*** testified as follows:

6 Viste is a J&B air conditioner technician who has worked at J&B for 10 years. In
7 November 2012, Viste responded to service calls at Benavente Middle School. There, he worked
8 on unit 39 and found that the evaporator coil was “filthy dirty” which caused a connection break.
9 He repaired and cleaned the unit, conducted a pressure test, vacuumed it, charged it with
10 refrigerant, and put the unit back in operation. (Exhibit I). Viste also worked on unit 48 and
11 performed maintenance on it after determining that the unit had not been properly maintained.
12 (Exhibit H). In December 2012, he responded to a service call at SHS and found that the unit had
13 not been maintained. (Exhibit J).

14 ***Michael Edades*** testified as follows:

15 Edades is a J&B technician who has worked at J&B since 1997. In December, 2012, he
16 responded to service calls at Southern High School, found the units dirty, determined that
17 someone had “jumpered” fuses on one of the units, and took photos of the units depicting the
18 dirty and dusty condition of them. (Exhibit J and K). On February 8, 2013, he responded to a
19 service call at Agueda Johnson Middle School where he found the unit was running properly but
20 was extremely dirty and in need of preventive maintenance. (Exhibit L). He took photographs of
21 the unit showing dirt on the evaporator coils. (Exhibit M). On that same day, he responded to a
22 service call at Price Elementary School, where he encountered the same situation: the unit was
23 running properly but the unit was extremely dirty and dusty and in need of preventive
24 maintenance. He took a series of photographs showing the dirt and dust on the unit. (Exhibit O).
25 He also responded to a service call at F.B. Leon Guerrero Middle School where again he found
26 the unit working properly but extremely dirty and not cooling properly because of the lack of
27 preventive maintenance. He provided photographs of the unit showing clogged, dirty and dusty
28 condensing and evaporator coils, and the lack of air filters where needed. (Exhibit P).

1 **II. GDOE provided the following witnesses and evidence:**

2 *Marcus Y. Pido* testified as follows:

3 Pido is the GDOE Supply Management Administrator and manages GDOE procurement
4 and monitors GDOE contracts. He testified that IFB 050-2011 contained a warranty requirement
5 but the IFB separated the maintenance contract component for air conditioning procurement for
6 all air conditioners for cost effectiveness and because 17 G.C.A. § 7119 did not definitively state
7 that warranties and maintenance had to be in the same contract. He was involved in examining
8 written questions from bidders and did not recall seeing bidder questions regarding warranty
9 issues. The IFB included the language and requirements of 17 G.C.A. § 7119.

10 The air conditioning contract was comprised of the IFB terms and a purchase order. The
11 IFB is referenced on the face of the purchase order and the purchase order incorporated the bid
12 specifications. (GDOE 002). However, the IFB to not require specific warranty language but
13 only referenced 17 G.C.A. § 7119. (GDOE 0131).

14 On November 30, 2012, Pido wrote to J&B responding to J & B's warranty and
15 maintenance concerns and asserted that J&B must comply with the IFB terms and warranty
16 coverage provided by J&B. Pido noted that even under the warranty language, the warranty is
17 nullified if damage is caused by adjustment or repair by entities other than J&B; it does not
18 provide that the warranty is void solely because routine maintenance is performed by another
19 company. (GDOE 0069). Pido wrote if J&B failed to comply, GDOE may take steps, up to and
20 including legal action, to enforce the those terms and to seek whatever damages may be available
21 under such actions, and further, that GDOE may consider debarment or suspension actions.
22 (GDOE 0069).

23 Pido testified that because J&B asserted that no one other than J&B is authorized to
24 maintain the 500 units, otherwise the J&B warranty would be declared void, JRN, who was
25 awarded the maintenance contract for all GDOE air conditioners, was instructed not to touch the
26 500 J&B units, and although GDOE had its own air conditioner maintenance technicians, they
27 were not sent either. GDOE pulled the JRN maintenance contract portion that included the 500
28 J&B units.

1 On February 6, 2013, Pido wrote to J&B requesting repairs be made under the J&B
2 warranty to air conditioning units at Southern High School, Agueda Johnston Middle
3 School, and Price Elementary School otherwise, GDOE would pursue any remedies available by
4 law, including recovery from J&B for any costs incurred by GDOE for repairing the units.
5 (GDOE 0073).

6 Pido testified that GDOE never asserted a warranty claim that was disallowed by J&B
7 and that only 3 of the 500 units provided by J&B were having problems.

8 ***Billy P. Cruz*** testified as follows:

9 Cruz is the GDOE Facilities and Maintenance Manager. He testified that JRN is currently
10 providing preventive maintenance on the 500 J&B units procured under IFB 050-2011, which
11 were subject to a 5-year warranty. After installation of those units, some of the units “went
12 down”: the Southern High School 25-ton unit had to undergo major compressor repairs; the
13 Agueda Johnston Middle School unit PC board required minor repairs; and the Price Elementary
14 School and Agueda Johnston Middle School units have been down since service requests were
15 made. He testified that GDOE asserted three warrant claims in writing which J&B disallowed.
16 (GDOE 0075-0079).

17 Cruz acknowledged that only around three or five of the 500 units provided by J&B were having
18 issues. He also acknowledged that GDOE did not provide any evidence that the 500 units
19 provided by J&B were defective.

20 **FINDINGS OF FACT**

21 The Public Auditor issues this Decision based upon the procurement record, the
22 documents and exhibits submitted by the parties, and the testimony, evidence, and arguments
23 presented at the appeal hearing and makes the following findings of fact:

- 24 1. Pursuant to IFB 050-2011, GDOE awarded J&B a contract for the purchase of air
25 conditioner units. (13-003 Submission of Agency Report (“SAR”) 546-550.)
- 26 2. The contract for IFB 050-2011 required bidders to provide a five year warranty on the
27 air conditioning units. (13-003 SAR 544.) The IFB did not require bidders to provide a
28 specific warranty nor was any specific warranty language included in it.

1 3. Pursuant to the contract, 500 air conditioner units were installed at GDOE schools
2 and offices as of July 5, 2012. A true and accurate list of these units is found at 13-003 SAR
3 553-591.

4 4. On August 27, 2012, J&B provided a warranty to GDOE. (13-003 SAR 552.) A
5 true and accurate copy of J&B's letter of that date to GDOE and the enclosure with that letter
6 is found at 13-003 SAR 552-591. The warranty states:

7 WARRANTY: The equipment shall be guaranteed to be free from
8 defects in materials and workmanship. The "Warranty Period" is
9 five (5) years for Compressor only from initial start up date or when
10 first DOE School used. Under no circumstances shall supplier and
11 dealer, J&B Modern Tech be liable for incidental or consequential
12 damages resulting without the Preventive Maintenance that should
13 prevent further deterioration, breakdown and inefficient operation
14 and cooling condition of the A/C units. Consumable related to
accessories are not covered. And further more, the warranty is
NULL & VOID if damages is caused by Mother Nature or Force
Majeure, Thunder & Lightning, Power Fluctuation, Disturbed,
Tampered, Adjusted and/or Repaired by other Entities Technicians.

15 5. GDOE did not object to the warranty provided by J&B.

16 6. The contract for IFB 050-2011 did not provide for a maintenance contract for the
17 units. In September 2012, GDOE issued a separate IFB for the maintenance contract. The
18 maintenance contract was awarded to JRN, a company other than J&B.

19 7. This dispute arose as a result of GDOE contacting J&B to request that repairs be
20 done on three of the units pursuant to the warranty. The units were (1) a 25 Ton HVAC unit
21 at Southern High School located in Building 3000 installed on May 23, 2012; (2) a 36,000
22 BTU HAVC unit at Agueda Johnston Middle School located in the Main Office installed on
23 May 3, 2012; and a 30,000 BTU HVAC unit located in G-8 A at Price Elementary School
24 installed on April 25, 2012. The parties reserved the right to present evidence that GDOE
25 contacted J&B to request repairs on other units.

26 8. The following documents in the record are true and accurate copies of
27 correspondence between GDOE and J&B concerning this matter.

28 13-003 SAR 593-595: November 10, 2012 letter for J&B to GDOE

1 13-003 SAR 597-614: November 23, 2012 letter from J&B to GDOE

2 13-003 SAR 616-617: November 30, 2012 letter from GDOE to J&B

3 13-003 SAR 619-620: December 6, 2012 letter from J&B's counsel to GDOE

4 13-003 SAR 622-629: February 6, 2013 letter from GDOE to J&B

5 13-003 SAR 631-671: Undated letter, received February 11, 2013, from J&B to GDOE

6 13-003 SAR 673-674: February 13, 2013 letter from GDOE to J&B

7 13-003 SAR 676-681: February 14, 2013 letter from J&B's attorney to GDOE

8 9. No evidence was presented by GDOE establishing that any of the 500 units
9 installed by J&B were defective. J&B presented evidence by and from trained and
10 experienced technicians establishing that the units at issue were working properly but were
11 not cooling properly because of a lack of preventive maintenance.

12 10. Of the 500 units installed by J&B for GDOE, only 3 to 5 had issues, located at
13 Southern High School, Benavente Middle School, Agueda Johnson Middle School and Price
14 Elementary School. As to those units, J&B responded to service calls to ensure that the units
15 ran properly. Where repairs were required and covered by warranty, J&B made repairs.
16 Where preventive maintenance was required, J&B on some occasions provided it but
17 generally refrained from providing it because maintenance was covered by a separate
18 contract awarded to JRN.

19 11. As to the 3-5 units which had issues, J&B established that those issues were caused
20 by a lack of preventive maintenance by GDOE or work done on the units by persons other
21 than J&B technicians. GDOE did not rebut this evidence.

22 12. Although the parties presented documentary evidence and testimony regarding the
23 respective parties' positions regarding the validity and status of the warranty as it pertained to
24 specific units, in this case approximately 3 to 5 units out of 500, GDOE did not assert a
25 warranty claim that was disallowed by J & B, and J&B continued to respond to service calls
26 for GDOE through March 2013.

1 13. On March 21, 2013, GDOE issued a “Determination and Notice of Suspension”. (13-
2 003 SAR 540-542.) It stated, “bids or proposals will not be solicited from J & B, and if they
3 are received, they will not be considered during the period of suspension...”

4 14. J&B submitted a bid on IFB 008-2013. J&B’s bid appears, based upon the Abstract of
5 Bidders, to be included in the evaluation of IFB 008-2013.

6 15. A bid opening was scheduled for March 28, 2013 for GDOE IFB 008-2013,
7 Indefinite Quantity Bid for Purchase of Air Conditioning Equipment.

8 16. On March 27, 2013, J&B filed a Notice of Appeal of the suspension from GDOE
9 with the Office of Public Accountability.

10 17. Also on March 27, 2013, J&B served a protest directed towards GDOE IFB 008-2013
11 to the Superintendent of GDOE. (13-003 SAR 536-538.) J&B protested GDOE’s
12 determination, via the notice of suspension and suspension, that J&B is not a responsible
13 bidder and that a bid for J&B on IFB 008-2013 would not be considered. *Id.*

14 18. On the morning of March 28, 2013, the bid opening for GDOE IFB 008-2013 took
15 place. Bids were submitted by J&B and three other contractors: Johnson Control; JMI
16 Edison; and Dck Pacific.

17 19. A true and accurate copy of the Abstract of Bids prepared by GDOE after the bid
18 opening for IFB 008-2013 is in the record at 13-003 Submission of Procurement Record
19 (“SPR”) 351-364.

20 20. On the afternoon of March 28, 2013, GDOE transmitted a “Notice of Non-
21 Consideration, GDOE IFB 008-2013” to J&B, stating that “J&B’s bid for the IFB will not be
22 considered for award.” (13-003 SAR 686.) The Notice stated, “As you are aware, on March
23 21, 2013, GDOE issued a Determination and Notice suspending J&B from consideration
24 from any GDOE procurement involving air conditioners...The suspension is currently in
25 effect. As IFB 008-2013 involves the purchase of air conditioners, J&B’s bid for the IFB will
26 not be considered for award.”

27 21. On April 1, 2013, J&B served a Second Protest in connection with GDOE IFB
28 008-2013 on GDOE. (13-003 SAR 682-686.) In this second protest, J&B protested (a) the

1 conduct of the bid award in violation of the 5 G.C.A. §5425(g) procurement stay; (b) the
2 Notice of Non-Consideration, GDOE IFB 008-2013; and (c) any potential award to another
3 bidder because such award would entail both a violation of the statutory stay and because
4 J&B was the low bidder. *Id.*

5 22. On April 3, 2013, the Supply Management Administrator of GDOE denied the
6 protests. (13-003 SAR 834-835.)

7 23. On April 5, 2013, J&B filed a Notice of Appeal of the denial of two protests.

8 CONCLUSIONS OF LAW

- 9 1. GDOE's separate bids and awards for air conditioning purchases and maintenance
10 were not specifically prohibited by statute. 17 G.C.A. § 7119, Standards for Air
11 Conditioning Systems Funded Herein, provides: "Any air conditioning system purchased
12 and used by the Guam Public School System shall...(c) Be the subject of a warranty and
13 maintenance agreement that guarantees the system's working life for not less than five
14 (5) years." The statute does not specifically require that warranty and maintenance be
15 awarded in one contract. IFB 050-2011 did not include maintenance as part of the award
16 or contract but instead bid maintenance services separately. GDOE awarded separate
17 contracts for the purchase of the units and for the maintenance agreement.
- 18 2. IFB 050-2011 did require bidders to provide specific warranty language or a specific
19 warranty. The IFB simply referenced 17 G.C.A. § 7119. Under subsection (c) of that
20 statute all that is required is a warranty that guarantees the system's working life for not
21 less than five (5) years.
- 22 3. J&B submitted a warranty to GDOE as required by 17 G.C.A. § 7119(c) and the IFB.
- 23 4. GDOE did not object to J&B's warranty language. Both GDOE and J&B are bound by
24 the language of the J&B warranty unless a warranty limitation or exception applies, or
25 unless the warranty is voided by the occurrence of acts stated in the warranty language.
26 Consequently, the warranty is not nor would it be voided because a third party provides
27 maintenance.

1 5. GDOE did not prove that J&B violated the warranty and did not establish that any of the
2 500 air conditioning units provided by J&B were defective in materials and workmanship
3 or that the compressors were in need of warranty work.

4 6. Of the 500 units installed by J&B, only 3-5 had issues, but as to those units J&B
5 established that those issues arose from a lack of preventive maintenance by GDOE.

6 7. J&B performed under the warranty it provided to GDOE by providing repairs when
7 required and responding to service calls through March 2013.

8 8. J&B did not perform nor was it required to perform preventive maintenance, as these
9 services were subject to a separate maintenance contract which was awarded to another
10 company.

11 9. J&B did not violate the warranty terms. GDOE agreed that it did not assert a provable
12 warranty claim that was disallowed by J&B.

13 10. GDOE did not comply with 5 G.C.A. § 5426 and the J&B suspension was invalid:

14 Subsection (a) provides:

15 After reasonable notice to the person involved and reasonable
16 opportunity for that person to be heard, the Chief Procurement
17 Officer, the Director of Public Works or the head of a purchasing
18 agency, after consultation with the using agency and the Attorney
19 General, shall have authority to debar a person for cause from
20 consideration for award of contracts. The debarment shall not be for
21 a period of more than two (2) years. The same officer, after
22 consultation with the using agency and the Attorney General, shall
23 have authority to suspend a person from consideration for award of
24 contracts if there is probable cause for debarment. The suspension
25 shall not be for a period exceeding three (3) months. The authority
26 to debar or suspend shall be exercised in accordance with
27 regulations promulgated by the Policy Office.

24 GDOE did not comply with subsection (a) because GDOE did not give J&B reasonable
25 notice or a reasonable opportunity to be heard prior to issuing the suspension nor did GDOE
26 establish that the Chief Procurement Officer, the head of GDOE and the Attorney General
27 consulted prior to the suspension.

1 GDOE did not establish that there was probable cause for the suspension. Under
2 subsection (b), the causes for debarment or suspension include:

3 (4) violation of contract provisions, as set forth below, of a character
4 which is regarded by the Chief Procurement Officer, the Director of
5 Public Works or the head of a purchasing agency to be so serious as
6 to justify debarment action: (A) deliberate failure without good cause
7 to perform in accordance with the specifications or within the time
8 limit provided in the contract; or (B) a recent record of failure to
9 perform or of unsatisfactory performance in accordance with the
10 terms of one or more contracts, provided, that failure to perform or
11 unsatisfactory performance caused by acts beyond the control of the
12 contractor shall not be considered to be a basis for debarment...(5)
13 any other cause the Chief Procurement Officer, the Director of
14 Public Works or the head of a purchasing agency determines to be so
15 serious and compelling as to affect responsibility as a territorial
16 contractor, including debarment by another governmental entity for
17 any cause listed in regulations of the Policy Office.

18 GDOE did not establish that J&B violated its contract provisions or that J&B did so
19 deliberately, without good cause, or that J&B had a recent record of failure to perform or
20 performed unsatisfactorily. GDOE did not establish any other suspension basis including any
21 cause that the GDOE head determined was so serious and compelling, as to affect responsibility
22 of J&B for any causes listed in the regulations of the policy office.

23 11. The March 28, 2013 Notice of Non-Consideration was based upon GDOE's erroneous
24 suspension of J&B and was invalid.

25 **DECISIONS**

26 On the basis of the foregoing findings of fact and conclusions of law:

- 27 1. GDOE's suspension of J&B is vacated;
- 28 2. GDOE shall consider J&B's bid for IFB 008-2013; and
- 29 3. GDOE's Motion to Allow for the Purchase of Individual Air Conditioner Units is
30 denied as moot.

31 The parties shall bear their respective costs and fees associated with these appeals.

32 This is a Final Administrative Decision. The Parties are hereby informed of their right to
33 appeal from a Decision of the Public Auditor to the Superior Court of Guam in accordance with
34 Part D of Article 9 of 5 G.C.A. §5481(a) within fourteen (14) days after receipt of a Final

1 Administrative Decision. A copy of this Decision shall be provided to the Parties and their
2 respective attorneys, in accordance with 5 G.C.A. §5702, and shall be made available for review
3 on the OPA website at www.guamopa.org.

4 **DATED**, this 14th day of June, 2013.

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8 DORIS FLORES BROOKS, CPA, CGFM
9 Public Auditor of Guam
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