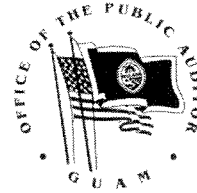


Suite 401 Pacific News Building
238 Archbishop Flores St.
Hagåtña, Guam 96910

Phone: (671) 475-0390
FAX: (671) 472-7951



OFFICE OF THE PUBLIC AUDITOR

Fax

To: Mr. Lawrence Perez, Director
Mr. Benjamin M. Abrams, Assistant AG
Mr. John Hand, President, Guam
Education Financing Foundation, Inc. **From:** Doris Flores Brooks, Public Auditor

Agency: Department of Public Works
Office of the Attorney General
Guam Education Financing Foundation **Pages:** 2 (Including cover)

CC: **Date:** Friday, September 18, 2009

Fax: 649-6178 / 472-2493 / (404) 504-2790 **Phone:** (671) 475-0390 x 210 (Lourdes Perez)

Re: **OPA-PA-09-007: Notice of Receipt of Appeal**

Urgent For Review Please Comment Please Reply Please Recycle

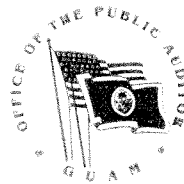
●Comments:

See attached letter and enclosures. Please acknowledge receipt of this fax by re-sending this cover page stamped with your agency name, date, and initials.

Thank you.

Lourdes Perez, 475-0390 x 210, lperez@guamopa.org

This facsimile transmission and accompanying documents may contain confidential or privileged information. If you are not the intended recipient of this fax transmission, please call our office and notify us immediately. Do not distribute or disclose the contents to anyone. Thank you.



OFFICE OF THE PUBLIC AUDITOR
Doris Flores Brooks, CPA, CGFM
Public Auditor

September 18, 2009

Mr. Lawrence P. Perez
Department of Public Works
Director
542 N. Marine Drive
Tamuning, GU 96913

VIA FACSIMILE 649-6178

Re: Receipt of Notice of Appeal Regarding DPW RFP No. 700-5-1020-L-TAM, Construction of New John F. Kennedy High School, finance, demolition, design, build, maintain and leaseback.

Dear Mr. Perez:

Please be advised that the Guam Education Financing Foundation, Inc. has filed an appeal with the Office of Public Accountability on September 18, 2009, of your protest decision on the above-stated procurement action. The appeal has been assigned Master File No. **OPA-PA-09-007**.

Immediate action is required of your office pursuant to the Rules of Procedure for Procurement Appeals, found in Chapter 12 of the Guam Administrative Regulations. Copies of the rules, the appeal, and all filing deadlines are available at our office and on our website at www.guamopa.org. The transmittal letter and the first page of the notice of appeal files are enclosed for your reference.

Please provide the required notice of this appeal to the required parties with instruction that they should communicate directly with OPA regarding the appeal. You are also responsible for giving notice to the Attorney General or other counsel for your agency. Promptly provide OPA with the identities and addresses of interested parties and a formal entry of appearance by your counsel.

Please submit one complete copy of the procurement record to OPA by Friday, September 25, 2009, five working days following receipt of this notice of appeal. When filing required documents with our office please provide an original and two copies for OPA and serve a copy to the Appellant (protesting vendor).

Thank you for your prompt attention to this matter. Please contact Lourdes R. Perez ext. 210 if you have any questions regarding this notice.

Sincerely,

Doris Flores Brooks, CPA, CGFM
Public Auditor

Enclosure: First Page of Notice of Appeal- OPA-PA-09-007

Cc: Mr. John Hand, President, Guam Education Financing Foundation, Inc. (Via Facsimile (404-504-2790)

E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:

International Bridge Corporation
Guam Community Improvement Foundation (Core Tech)

PART IV- Form and Filing

In addition to this form, the Rules of Procedure for Procurement Appeals require the submission together with this form of additional information, including BUT NOT LIMITED TO:

1. A concise, logically arranged, and direct statement of the grounds for appeal;
2. A statement specifying the ruling requested;
3. Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for appeal unless not available within the filing time in which case the expected availability date shall be indicated.

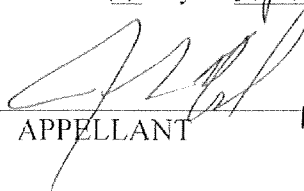
Note: Please refer to 2 GAR § 12104 for the full text of filing requirements.

PART V- Declaration Re Court Action

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Auditor will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 17 day of Sept, 2009.

By:  president G.C.I.F.
APPELLANT

or

By: _____
Appellant's Duly Authorized Representative
(Address)
(Phone No.)

APPENDIX A

Appeal to Office of Guam Public Auditor

Part IV: Statement of Grounds for Appeal

In January of 2009, the Guam Education Financing Foundation, Inc. ("GEFF"), a Guam Not-for-Profit Corporation, responded to an RFP issued by DPW for the redevelopment of JFK High School. The RFP required respondents to bid on the redesign, construction and financing of a new JFK High School on the existing site. We recently completed a very similar transaction involving the design, finance, construction and maintenance of 4 new schools in Guam, completing the last school in August of 2009. Therefore GEFF was intimately familiar with the requirements of the capital markets and the total costs to complete such a project including the costs and reserves associated with financing. GEFF has school design experts who assist with programming and sizing of schools, so GEFF is also familiar with the square footage requirements for various types of schools and student counts.

After submitting our bid and presenting our proposal, we learned through press reports that International Bridge Corporation ("IBC") was chosen to negotiate first and we heard that IBC's costs were significantly below GEFF's. While we had doubts that a new high school could be designed, built and financed for much less than we bid (having recently completed the process), we withheld judgment on the matter until the specifics of IBC's bid and transaction became public knowledge upon the issuance of an Official Statement by GovGuam for IBC's planned financing. The Official Statement outlines both the costs and the scope of work that IBC plans to deliver. Upon learning the facts of IBC's actual proposal, we submitted a letter of protest clearly delineating three reasons why IBC should not have been selected, or should have been excluded once their real numbers and scope were determined. We believe the response from DPW was insufficient to explain why they have elected to continue with IBC and worthy of appeal.

As clearly stated in our letter of protest filed on August 13, 2009, our total cost number was \$58 million, \$11 million less than IBC's all-in cost number of \$69 million, and we were pricing a much larger school that will accommodate the intended capacity. Our RFP response and cost numbers included all design fees, construction costs, soft costs, collateral equipment cost, interest reserves, capital replacement reserves, capitalized interest and all requirements for financing, designing and building a new school. On a price per square foot basis, our cost was \$245 per foot and IBC's cost is \$479 per foot, approximately twice as much on a price per foot basis. When we rerun our numbers based on 120,000 square feet of new space and 24,000 square feet of renovated square feet to compare the proposals side by side, the differences are staggering. Our all-in costs including all equipment, furniture, computers, technology, debt service reserves, capital replacement reserves, cost of issuance and capitalized interest, etc. total to \$44 million compared to IBC's \$69 million for the same deliverables, a difference of \$25 million, or 57% higher.

The following chart highlights the differences in cost using similar scopes of work between the GEFf proposal and IBC:

	<u>IBC</u>	<u>GEFF</u>	<u>Variance</u>
Construction Costs	\$44,119,000	\$32,104,119	\$12,014,881
Financing Costs, Reserves, Capitalized Interest, etc.	\$24,881,000	\$12,420,881	\$12,460,119
Total Project Costs	\$69,000,000	\$44,525,000	\$24,475,000
Difference in Total Payments over Life Of the Lease	\$171,081,714*	\$87,351,096.65	\$83,730,617

* Assumes 7.5% rate for both financings and 29-year amortization period for IBC as indicated in the IBC Official Statement. GEFf amortization assumptions at 7.5% and 20 years, which GEFf believes is more prudent financing period for this type of asset.

As the chart clearly indicates, the IBC cost are materially higher when the GEFf scope of work is reduced to IBC's intended deliverables. The difference is \$83 million over the life of the lease, as IBC proposes to spread the payments over 29 years, which increases the interest costs dramatically, all other things being equal. If you finance IBC's cost over 20 years at the same 7.5% rate, the total payments are would be \$135,367,224 for IBC's proposal, only \$48 million more than GEFf's total payments. We can't understand why IBC is using a 29-year amortization schedule, as it adds significant interest and capital replacement costs since the capital markets expect much larger maintenance reserves when the term of the financing extends past 20 years because of the significant increase in life cycle costs of the building and equipment. We can only speculate that this extended term was chosen in an effort to mask the true cost by providing lower annual debt service costs.

Our question or point of appeal, is why is DPW selecting a firm to build a high school that will cost \$24 million more than a fully qualified, much lower cost proposal? Based on our experience, we could build nearly three additional elementary schools for the additional money DOE is going to spend to use IBC to rebuild JFK. We could build JFK and two more high schools if you compare the total cost over the life of the lease using identical interest rates. In a time when public funds are so precious and DOE's budget tight, we can't understand why DPW would elect to move forward with this transaction and overspend to this degree.

According to the Official Statement, IBC's cost for the new JFK is \$69 million, and IBC only plans to build 120,000 square feet of new space and renovate 24,000 square feet for a total square footage of 144,00 square feet for the new school. The RFP calls for a school that can accommodate 2,300 students. We have included with this appeal relevant pages of the Official Statement which establishes these numbers

and the relevant pages from Addendum 2 of the RFP where the size of the required student population is reiterated. We recently designed and built Okkodu High School, and it was built with a very efficient floor plan and programmed for 1,200 students as originally requested. Okkodu High School consists of approximately 135,000 square feet. Currently, GDOE has placed 1,500 students at Okkodu and we are receiving complaints that the school is over-crowded for the number of students currently attending, which is understandable since GDOE is housing 300 more students than the original design capacity. The point is that the programming is accurate and the square footage is appropriate for 1,200 students, but doesn't work well for 1,500 students. IBC is planning to provide nearly the same square footage for almost twice as many students. In the response from DPW, Larry Perez counters that the 120,000 square feet of space is "only for the classroom buildings footprint and is not inclusive of covered walkways, corridors, and gymnasium" and that this square footage of classroom space is "adequate to meet the capacity requirements as stated in the RFP (2700 students)." We respectfully disagree. We also read the RFP to require capacity for either 2,210 students or 2,300 students depending on which section one refers to for stated capacity.

To build the capacity necessary at JFK, we formulated our construction costs numbers based upon a total square footage of 236,000 square feet, including 190,000 new square feet and renovation of another 46,000 existing square feet. This ratio is in line with national standards and our own experience. Okkodu's design includes approximately 112 square feet per student. In addition local architect and JFK task force member, Mark Ruth of Tanaguci Ruth Makio Architects, also reviewed our scope and square footage confirmed that we included the correct if not the minimum square footage of new and renovated space to accommodate the required capacity.

DPW rejected our protest, but the reasons for denial are not valid. As to the price increase from IBC's original bid to final disclosed number, DPW contends that the cost increase from a number actually below \$38 million originally to \$69 million, is attributable solely to requests from GovGuam to enhance the project, including quote "specifically debt service and other reserves, capitalized interest, etc., all of which would have been requested of all offeror's for the benefit of the government therefore affecting all offeror's uniformly." The fact is the RFP called required at least two years of capitalized interest (the RFP explains that no Section 30 funds or payments would be available until 2011, requiring the capitalization of interest during this term) and any respondent who had arranged financing as required would have known that construction period interest and debt service and capital replacement reserves would have to be included. DPW's assertion that ever bidder would have to add these items is not true because our cost number already included all of these items. We completed \$65 million of financing in 2006 to build the four new schools and \$7.5 million in 2008 for the collateral equipment so we are thoroughly familiar with capitalized interest and reserves required by the capital markets, which is why we emphasized from the start and in our protest letter that our costs included these items. So therefore, it would not be an additional item

added to our bid. Mr. Perez's statement is simply not accurate. Our total cost number also included all desks, chairs, equipment and technology and a capital replacement reserve to cover replacement of roofs, air conditioning and other items over the term of the lease this was stated in our original cost proposal as well.

DPW further states that the increases are fully within the requirements of the RFP and the procurement laws of Guam, but also states that IBC's cost number without these costs included, which seems to have won them the initial right to negotiate, was also completely compliant with the process, yet it did not contemplate all of the financing costs and reserves. How can a proposal that requires a total "turn key" number and requires financing and thus required reserves if the numbers did not include these and other financing-related costs? How can a "winning" proposal leave out over \$31 million of costs and be compliant? How can this same proposal win an RFP that was based 70% on ability to bring financing and experience with municipal leasing? How can a proposal add \$31 million during the negotiating process, nearly doubling the initial cost proposal, and \$24 million more than the next proposer, on an "apples to apples" comparison and still be selected to move forward?

As to our concern about the scope of work, DPW concedes that the Official Statement disclosure is accurate, that IBC only plans to build 120,00 square feet, but that the 120,000 square feet only includes the classrooms and does not include the "corridors, covered walkways and gymnasium." Accordingly, when the corridors, walkways and gym are factored in, the school then has enough educational space to accommodate "2,700" students. We can document the required capacity and we would encourage the public auditor to discuss capacity with Okkodo's principal, but we don't see how 120,000 square feet with added exterior corridors and a gym equates to a school that can accommodate the stated requirement of 2,300 or 2,210 students (depending on which capacity number used from the RFP).

Finally, as other bidders have protested, it would appear that IBC did not have adequate financing and enlisted the support of GEDA to help secure financing months after the selection. While we agree with this point that IBC did not come in with financing in place, the larger point here is that if IBC had financing, a) it should have been able to close the transaction within a few months of selection and b) their cost number would have or should have included the costs of "capitalized interests and reserves," and other soft costs associated with financing. The RFP required bidders to assume 2 years of capitalized interest. The fact that DPW acknowledges that their RFP response did not include these items indicates to GEDA that they did not approach the process with full information and accurate cost numbers. Also, there is no conceivable way that these costs could possibly exceed \$31 million for project that was bid by IBC to cost less than \$38 million. Currently, DPW cannot tell you what the true cost of IBC's proposal will be because the interest rate has not been set. Typically longer term issues such as the one IBC proposes must pay a higher interest premium to sell bonds with maturities beyond 20 years.

The correspondence between GEFF and DPW also references timing of notices and protests. We filed our protests as soon as we learned the particulars of IBC's proposal in the Official Statement. We are not privy to IBC's original RFP response, so we do not know what or who originally was bid, or who the lessor in the Official Statement is or whether they are licensed to do business in Guam or whether they were a part of the original proposal. We do not believe though that a Guam agency can make an award based on an incomplete, low ball bid number, wait for the 15 day protest period to pass and then allow the bidder to double the cost to a number that is tens of millions of dollars more than the next lowest bidder, and then claim that the lowest bidder has lost the ability to protest the award when the bidder learns of the particulars of the transaction, especially prior to signing a definitive contract. We can't understand why DPW would not have gone to the next bidder when IBC's number doubled to build less school than GEFF bid. For \$11 million less, they could build a school that is nearly twice as large and capable of housing the desired student capacity.

In summary, GEFF believes that the attached protest letter to DPW and supporting documentation summarizes our original protest accurately and provides the support from the Official Statement. We have also included the DPW response which does not repudiate the facts illuminated by the Official Statement, and this Part IV summary reflects our issues with DPW's dismissal of the original protest. GEFF has never protested an award in Guam and neither have GEFF's affiliates and principals. We are willing to concede if we are outbid or if bids are close and the procuring agency prefers the subjective qualities of a competitor. However, in this case, the merits, the costs and the deliverables are so far afield from what we bid, we feel compelled to ensure that GovGuam is knowingly electing to overspend by \$24 million (or \$83 million depending on which number you compare) on a \$60 million project, and receive a scope that we believe will not accommodate the desired student capacity.

Ruling requested: GEFF requests that the Public Auditor demand that DPW either disqualify IBC as not being compliant with the RFP because of failure to include required cost numbers or reject IBC's current bid because its real numbers are much higher than originally bid, and much higher than the next fully-qualified proposal. This would entail either going to the next highest ranking bidder, or rebidding the RFP, preferably with some additional objective criteria and line item costs to allow the selection committee to view and compare proposals on an equal footing. If the Public Auditor elects to re-bid the RFP we suggest that they review the selection committee to assure that is composed of members capable of understanding and evaluating the proposals in an unbiased manner. We also think it prudent for the Public Auditor to request detailed cost breakdowns from all parties involved to attempt to understand the large discrepancy in costs as it should not cost over \$450 per foot to build and finance a new school.

Supporting exhibits and documents are attached.

Respectfully submitted,

Guam Education Financing Foundation, Inc.

Appeal to Office of Guam Public Auditor

Part IV: Schedule of Exhibits and Supporting Documentation

- 1. Copy of Original GEF Protest Letter with relevant pages from the IBC Official Statement**
- 2. Copy of Response Letter Denying Protest from DPW**
- 3. Copy of Relevant pages from the original RFP materials**

- 1. Copy of Original GEFf Protest Letter with relevant pages from the IBC Official Statement**



3060 Peachtree Road, Suite 1700, Atlanta, GA 30305

office 404 . 504 . 2772 fax 404 . 504 . 2790

August 13, 2009

Mr. Lawrence P. Perez
Procurement Officer
Department of Public Works
542 North Marine Drive
Tamuning, Guam 96913



RE: Procurement Protest of the Request for Proposals for Project No. 700-5-1020-L-TAM Issued By Guam Department of Public Works Concerning the Redevelopment of JFK High School

Dear Mr. Perez:

The Guam Education Financing Foundation Inc. ("GEFF") is sending this Procurement Protest to contest the selection and continued negotiation with International Bridge Corporation ("IBC") as the party that was chosen "first to negotiate" under that certain RFP number 700-5-1020-L-TAM, as amended, which involved the redevelopment of JFK High School. While we have not been formally notified that we were not selected, by way of the Guam press, we have been informed that International Bridge Corporation ("IBC") was selected to negotiate first. To date, we are not aware of any final contract signing or development agreement with IBC, and we believe given the events that have come to light in the past 3 days, a protest of IBC's selection is warranted and, by this letter, timely filed.

We understand that the third bidder, Core Tech International, Inc. ("Core Tech"), through its affiliated special purpose entity, the Guam Community Improvement Foundation ("GCIF"), has also protested this award, but we are not privy to the text of their protest, so felt compelled to present our protestation separately.

We protest the selection of IBC for the following reasons:

1. **Substantial Price Increase.** Through information presented in the Guam press, we understood that IBC had presented a cost to redevelop JFK High School that was lower than GEFF's original proposal. We were surprised by this fact given our recent experience with school development and financing, and we suspected that they did not have a fully-priced proposal. While we are not privy to their original RFP submittal, we understood that IBC originally proposed an all-in cost of under \$38 million to redevelop JFK. We now have a copy of the preliminary Official Statement that has been issued by Piper Jaffray & Co. for Guam D.O.B. dated July 29, 2009 (the "Official Statement") and it calls for financing in the total amount of \$69 million. This amount is



nearly double IBC's original proposed price and \$11 million more than our original proposed development cost which included all design fees, soft costs, reserves, capitalized interest and financing expenses. The Official Statement is prepared by the Government of Guam, verified by underwriters and is reviewed and approved by numerous attorneys for accuracy and meeting required disclosures as required by SEC regulations, therefore we believe the numbers presented therein are accurate. From GEFF's standpoint, it doesn't seem like a good faith proposal to bid one number to get selected first and "negotiate" an increase to a number that is \$11 million higher than the next highest proposal and still be hired to complete the work. When comparing deliverables, this equates to a price per foot that is actually twice as much as our bid. (See Section 2 below). To support these facts, we refer to our original RFP submittal and the Official Statement, the relevant pages of which are attached as Exhibit A, and the full version is also included.

2. **Non-Conforming Deliverables.** The Official Statement indicates that IBC will need \$69 million to build and finance 120,000 square feet of new space and renovate 24,000 square feet of existing space. The RFP required that the new school be enlarged to accommodate 2,210 high school students (See Section 3 of the RFP, Technical Requirements, 1,700 students plus 30% growth factor = 2,210). At 144,000 square feet, this is only 65 square feet per student, which would be grossly undersized to meet the required capacity. Our proposal, which we would build for \$11 million less than IBC new cost numbers, included 190,000 square feet of new space and 46,000 square feet of renovated space for a total usable area of 236,000 square feet, nearly 100,000 more square feet than IBC's proposal. By way of comparison, at Okkodo High School, we designed and built 135,000 square feet for a school capacity of 1,200 students, or 112 square feet per student. Our JFK RFP response, given the much larger capacity required than Okkodo, included 236,000 square feet at \$58 million equating to \$245 per foot. IBC's current pricing would cost \$479 per foot, approximately twice as much on a cost-per-square-foot basis.
3. **Failure to Provide Financing.** The original RFP required all bidders to provide financing as well as construction and design services and evidence of financing was to be weighted at 70% of the decision criteria for selecting a bidder. We understand that IBC's original proposal required GovGuam to provide a AAA guarantee in order for IBC to provide financing. At the time proposals were submitted in January, there were no AAA guarantors operating in the Guam financial markets and GovGuam does not have a AAA credit rating. Even if there were such a guarantor, they would never provide their credit enhancement or insurance to a transaction of this type. Moreover, the RFP did not provide or contemplate any financial guarantees from GovGuam. If GovGuam were able to provide a AAA guaranty, we could have reduced our cost by several million dollars. While any firm can source financing



backstopped by a AAA guarantee, this requirement was completely unrealistic, unavailable and IBC's bid should have been rejected as non-conforming, as certainly, requiring a AAA guaranty would not satisfy the requirement of providing financing. In fact IBC's proposal, as we understand, did not even include a financing source or underwriting commitment. If the ability to provide financing was 70% of the weighting, how could IBC's score exceed that of bidders who were prepared to provide financing as the RFP required? Because the bid process is still ongoing, we do not have access IBC's original proposal, so DPW and the Auditor's office will need to confirm the items and pricing we believe were included therein.

In the 7 months since the RFP responses were submitted, we understand that IBC has tried and failed to source the financing, and eventually GEDA has stepped in to assist, but to date no financing has been provided or closed. It is now time to disqualify the IBC proposal. We believe that our protest is timely filed because only recently did new and factual information surface as to IBC's project cost, scope of work (the Official Statement is dated July 29, 2009 and was just made publicly available) and by the passage of time, confirmation of their inability to deliver financing. To determine otherwise would allow all procurement to be immune from appeal if the procuring officer simply waited 6 months after selection to change the terms and select a higher cost bidder, or accept a non-qualifying proposal.

Requested Remedy.

We have questioned the selection of IBC to rebuild JFK from the start and we have continued to question why the process of documenting the transaction has taken so long when timing was a major driver in the RFP. We questioned IBC's initial cost numbers as an impossibility given the student capacity requirements of the RFP, and we knew that a AAA guaranty was not available. While we can't explain why the JFK selection committee has chosen to overlook these and other fundamental flaws in IBC's proposal, we believe it is a miscarriage of fairness and justice to allow a firm with higher cost, inadequate deliverables and no financing to be awarded the project, especially in consideration of the disparate financial impact on the taxpayers of Guam. GovGuam has spent 7 months trying to make the IBC proposal work. Given the time sensitivity and the disruption on JFK students, we agree with Mr. Cunliffe, Core Tech's attorney, and JFK's principal, that it makes most sense to disqualify IBC's proposal and their current pricing, and award the project to GEF, the next highest-ranked bidder. GEF has proven its ability to generate it's own financing and our costs were materially lower than both Core Tech and what IBC is now proposing. We have pre-negotiated documents and the ability to move forward quickly. We don't believe it is in the best interest of GovGuam to start the RFP process all over again as we believe we can still meet the original requirements of the RFP at substantially similar terms and structure as originally presented. We don't believe the RFP was flawed, only the selection of a firm that has not held its price, is charging almost \$500 per foot to build, and has not met the fundamental terms of the RFP.



While we have strongly disagreed with the way the process has gone to date, in the interest of JFK students and getting a school built quickly, we have hesitated to intervene in the process with protestations, especially absent some substantiation of the rumors that have circulated to date. Given the existence of the Core Tech protest and inherent delays and the confirmation of facts from the Official Statement, we felt it prudent to also present our case and protest this selection if the matter is already under consideration.

We look forward to your decision in this matter.

Sincerely,

John R. Hand,
President

CC: Office of The Guam Public Auditor



Exhibit A

Excerpts from the Official Statement

NEW ISSUE—FULL BOOK-ENTRY

RATING: S&P "B"

In the opinion of Orrick, Herrington & Sutcliffe LLP and William L. Zeara, P.A., Co-Special Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest evidenced and represented by the Certificates, paid by Lessee and received by the Owners thereof is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Co-Special Counsel, interest evidenced and represented by the Certificates, paid by Lessee and received by the Owners thereof is not a specific preference item for purposes of the federal individual or corporate alternative minimum tax, nor is it included in adjusted current earnings when calculating corporate alternative minimum taxable income. Co-Special Counsel express no opinion regarding any other tax consequences related to the ownership or disposition of the Certificates, or the accrual or receipt of interest evidenced and represented by the Certificates, including in particular any payments received with respect to the Certificates following termination of the Lease due to the failure of Lessee to appropriate rental payments. See "TAX MATTERS" herein.

\$69,030,000*

SERIES 2009A CERTIFICATES OF PARTICIPATION
(John F. Kennedy High School Project)
 Evidencing and Representing the Proportionate Interests
 of the Registered Owners thereof in Base Rental payments to be made by
DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

Dated: Date of Delivery

Due: December 1, as shown below

This official statement contains information relating to the above-referenced certificates of participation (the "Certificates"), each of which represents a fractional undivided interest in rental payments ("Base Rentals") to be paid by the Department of Education, a department of the executive branch of the Government of Guam ("Lessee") under a Lease Agreement, dated as of August 1, 2009 (the "Lease"), by and between Lessee and CaPFA Capital Corp. 2009A, a not-for-profit corporation organized under the laws of the State of Florida ("CaPFA" or "Lessor"). The obligation of Lessee to pay Base Rentals under the Lease is payable from any amounts appropriated by the Guam Legislature for the purpose of making payments of Base Rentals and Additional Rentals (as described herein) under the Lease, and any amounts held in the funds and accounts established pursuant to the Trust Agreement, dated as of August 1, 2009 (the "Trust Agreement"), by and between U.S. Bank National Association, as trustee (the "Trustee") and Lessor, and available to pay amounts due under the Lease. See "SECURITY FOR THE CERTIFICATES" herein.

The proceeds of the sale of the Certificates will be used to (i) finance the demolition, acquisition, construction and installation of facilities comprising the new John F. Kennedy High School to be located in Guam and to be leased to Lessee by Lessor pursuant to the Lease (the "Project"), (ii) fund a debt service reserve fund to be held under the Trust Agreement, (iii) fund capitalized interest for the Certificates to and including December 1, 2011, and (iv) pay certain delivery costs of the Certificates.

Interest on the Certificates is payable semiannually on each June 1 and December 1, commencing December 1, 2009. Principal, prepayment price of and interest on the Certificates will be payable initially to DTC by the Trustee. The Certificates are subject to prepayment as described in this Official Statement. See "THE CERTIFICATES—Prepayment of the Certificates" herein.

The Certificates are executed and delivered as book-entry Certificates, without coupons, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC") and will be available to ultimate purchasers ("Beneficial Owners") under the book-entry only system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Beneficial Owners will not be entitled to receive physical delivery of the Certificates. See "BOOK-ENTRY-ONLY SYSTEM" in Appendix F. Beneficial ownership of the Certificates may be acquired in denominations of \$5,000 or any integral multiple thereof. Capitalized terms used and not defined shall have the meaning given to such terms in "SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS" in Appendix D.

AN INVESTMENT IN THE CERTIFICATES INVOLVES CERTAIN RISKS, INCLUDING THOSE DESCRIBED HEREIN UNDER THE HEADINGS "INTRODUCTION," "SECURITY FOR THE CERTIFICATES," "GUAM FINANCIAL OPERATIONS" AND "CERTAIN INVESTMENT CONSIDERATIONS," IN APPENDIX A, AND ELSEWHERE IN THIS OFFICIAL STATEMENT. THIS COVER PAGE CONTAINS INFORMATION FOR REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

LESSEE SHALL NOT BE OBLIGATED TO PAY THE BASE RENTALS, EXCEPT FROM AVAILABLE FUNDS, AND THE FAITH AND CREDIT OF LESSEE IS NOT PLEDGED TO THE PAYMENT OF THE BASE RENTALS OR OTHERWISE TO THE PAYMENT OF THE PRINCIPAL, PREMIUM OR INTEREST WITH RESPECT TO THE CERTIFICATES. NEITHER THE OBLIGATION OF LESSEE TO PAY THE BASE RENTALS NOR THE CERTIFICATES CONSTITUTE A DEBT OF LESSEE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

LESSEE HAS NO OBLIGATION UNDER THE LEASE TO CAUSE THE GUAM LEGISLATURE TO APPROPRIATE MONEY FOR THE PAYMENT OF RENTALS. A TERMINATION OF THE LEASE WILL TERMINATE LESSEE'S RIGHTS OF USE AND OCCUPANCY OF THE PROJECT.

MATURITY DATES, AMOUNTS, INTEREST RATES AND PRICES OR YIELDS*

\$ 2,440,000*	___%	Term Certificates	Due December 1, 2014	Yield ___%	CUSIPP _____
\$ 5,625,000*	___%	Term Certificates	Due December 1, 2019	Yield ___%	CUSIPP _____
\$20,910,000*	___%	Term Certificates	Due December 1, 2029	Yield ___%	CUSIPP _____
\$40,055,000*	___%	Term Certificates	Due December 1, 2038	Yield ___%	CUSIPP _____

† CUSIP numbers have been assigned by an organization not affiliated with Lessor or Lessee and are included solely for the convenience of the public. None of Lessor, Lessee nor the Underwriter takes any responsibility for the accuracy of such numbers.

The Certificates will be offered when, as and if delivered by the Trustee and received by the Underwriter, subject to the approval of validity of Orrick, Herrington & Sutcliffe LLP and William L. Zeara, P.A., Co-Special Counsel in connection with the Certificates. Certain matters will be passed on for Lessee by the Attorney General of Guam, for Lessor by its counsel, Steven A. Rasmussen, Esquire, and for the Underwriter by its counsel, McCriston Miller Mukai MacKinnon LLP, Honolulu, Hawaii. The Certificates, in book-entry form, will be available for delivery through DTC in New York, New York, on or about August __, 2009.

Piper Jaffray & Co.

Dated: _____, 2009

*Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction.

No Payment Obligation of Lessor

LESSOR WILL ASSIGN ALL ITS RIGHTS TO BASE RENTALS TO THE TRUSTEE. LESSOR SHALL NOT BE OBLIGATED TO PAY THE BASE RENTALS IN THE EVENT OF ANY DEFICIENCY IN BASE RENTAL PAYMENTS BY THE LESSEE. THE FAITH AND CREDIT OF LESSOR, THE CITY AND THE AUTHORITY IS NOT PLEDGED TO THE PAYMENT OF THE BASE RENTALS OR OTHERWISE TO THE PAYMENT OF THE PRINCIPAL, PREMIUM OR INTEREST WITH RESPECT TO THE CERTIFICATES. NEITHER THE ASSIGNMENT OF THE OBLIGATION OF LESSEE TO PAY THE BASE RENTALS NOR THE CERTIFICATES CONSTITUTE A DEBT OF LESSOR, THE CITY, THE AUTHORITY OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

THE PROJECT AND THE PRIVATE PARTICIPANTS

The information under this heading has been provided by Lessor. While the information is believed to be reliable, neither the Underwriter nor any of its respective counsel, members, directors, officers or employees has made any inquiry or review with respect thereto, has provided any of such information or makes any representations as to the accuracy or sufficiency of such information.

The Project

The Project will consist of the demolition of the existing John F. Kennedy High School ("JFKHS") and the acquisition, construction and installation of a new JFKHS facility, including site infrastructure and improvements and appurtenances attendant thereto. The existing JFKHS, located in Tumon, Guam, was built in 1958 and opened in September 1959 as Tumon Senior-Junior High School. JFKHS serves students from Tamuning, Hagåtña and portions of Dededo. In 2008, some of the existing JFKHS buildings were declared unsafe and, as a result, during the 2008-09 academic year, staff and students shared space with George Washington High School in separate sessions. During the 2009-10 academic year, it is anticipated that JFKHS will occupy an interim facility in Tiyan. The completion of the Project is expected to result in the restoration of JFKHS to its original campus location for the 2010-11 academic year. During the 2008-09 academic year, JFKHS had 2,131 enrolled students, an unusually low number attributable to the sharing of space with George Washington High School. During the 2007-08 school year, JFKHS had 2,494 enrolled students, and a similar number of enrolled students is expected for the 2009-10 academic year. The new JFKHS will have a maximum capacity of 2,700 enrolled students.

Construction of the facility will consist of a series of two-story buildings comprised of a fully-reinforced concrete structural system, including 120,000 square feet of new construction and 24,000 square feet of renovation. The structural system will be designed for the most stringent wind and seismic conditions, and will include pre-cast concrete walls; pre-cast concrete double-tees with reinforced concrete topping for the second floors, slabs and roof systems; and conventional cast-in-place, reinforced concrete, continuous spread footings.

The Developer will utilize a method of pre-cast concrete construction and finishing, in which separate work crews responsible for distinct elements of construction (e.g., foundations, pre-cast panel erection, windows/doors, painting, electrical, etc.) will work around the Site successively on one building module at a time, until each building is completed. This "work

train" approach facilitates schedule and quality control and is expected to allow the Developer to meet the requested completion schedule.

The concept for the new JFKHS as proposed is centered around a new "JFK Green Courtyard" that is a 200' x 200' square anchored at the entrance side by the Administration block, the gymnasium athletic center block located directly on the opposite side with the teaching blocks on the two respective sides. The "JFK Green Courtyard" features the amphitheatre and outdoor stage set off on one side with the large tree that remains as a symbol of the school's resilient community spirit.

Covered corridor walkways naturally ventilated will surround the courtyard. Stairs located at the four corners of the courtyard along with two elevators will provide access to the second floor. Secondary corridors and stairs will also provide access to classrooms. With smaller landscaped courtyards in the south teaching blocks, all classrooms will have access to both natural light and ventilation. There are five access and egress points to the school complex clearly located for security and monitoring purposes.

The cafeteria will be adjacent to the gym with food delivery service access off of the perimeter service access road. The library is located at the front of the school and is accessible from the main parking lot for ready community access.

In terms of sustainable design, the facility will include intelligent use of natural lighting and ventilation for reduced energy consumption, occupancy sensors for automated lighting control high efficiency lighting, air conditioning, and water heating equipment. In addition, green building practices will be utilized to incorporate shading, low water consumption fixtures, and the use of recycled materials.

The facility will be designed and constructed to comply with all applicable building laws, ordinances and codes.

Development and Construction

The total Project budget (the "Project Budget") is estimated at approximately \$44,119,000 (exclusive of construction monitor and project developer fees), as detailed more fully below. Construction is expected to begin immediately upon the issuance of the Certificates with anticipated completion of the construction of the Project as described below under "Estimated Project Costs and Completion Schedule." In order to meet its obligation to design and build the Project under the Lease, CaPFA will enter into the Project Development Agreement (the "Development Agreement") with International Bridge Corporation, an Ohio corporation registered to do business on Guam ("IBC" or the "Developer"). See "Development Team" below. Construction risk will be mitigated through the provision of a Guaranteed Maximum Price ("GMP") for the construction in the Development Agreement and the requirement of the Development Agreement that the Developer provide performance and payment bonds in an amount equal to the GMP. In addition, an independent construction monitor will monitor construction of the Project and approve disbursements from the Project Fund on behalf of Lessee.

Under the Development Agreement, the Developer has established dates for achieving substantial completion of the Project by the date nine months from the effective date of the Lease, or such later date to which Lessor and Lessee agree (the "Completion Date") and final completion on or before the date that is 60 days after the Completion Date, with no rights to

additional compensation in the event the Project Budget is exceeded and an obligation to pay for any amounts in excess of the Project Budget unless such excesses directly result from change orders to the final plans which are instituted or approved in writing by CaPFA as set forth in the Lease and the Development Agreement. The Developer will also serve as general contractor and construction manager for the construction of the Project. See "Development Team" below.

Under the Trust Agreement, CaPFA will retain the financial flexibility to cause additional certificates to be issued if necessary to address any unanticipated Project costs. See "SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS— Execution and Delivery of Additional Certificates" in Appendix D.

As required by the Lease, Lessee has approved or will approve the scope of work and the Project Documents (as defined in the Lease; see Appendix D) including the plans and specifications for the Project and the GMP for the Project, all of which are to be provided or caused to be provided by CaPFA.

Estimated Project Costs and Completion Schedule

CaPFA and the Developer will enter into the Development Agreement prior to the issuance of the Certificates. The Developer will agree to have the Project constructed and delivered nine months from the date of execution and delivery of the Lease within a Project budget of approximately \$44,119,000. The GMP under the Development Agreement will be consistent with the foregoing Project budget.

Development Team

The development team assembled for the Project consists of the Developer, the Program and Construction Manager, the Contractor, the Architect and the Engineer.

Developer

Prior to the issuance of the Certificates, CaPFA will enter into the Development Agreement with the Developer to develop the Project on a turnkey basis. The Developer will be responsible for the design and construction of the Project pursuant to the scope of work and plans and specifications agreed upon by Lessee and CaPFA. The Developer will coordinate the local agencies and manage the overall development process. The Developer will serve as both the program manager and construction manager to complete the designs and specifications and to oversee the construction of the Project pursuant to the Development Agreement. The Developer will also serve as the general contractor for the Project. The Developer will furnish labor, materials, equipment and supplies in such quantity and to cause contractors and sub-contractors to provide the manpower necessary to complete the construction of the Project in accordance with the schedule established by the Developer and agreed to in the Lease.

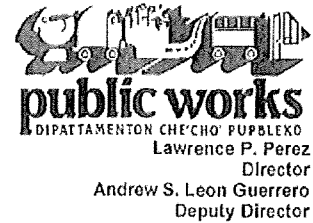
The Developer was founded in 1965 and headquartered in Guam in 1976. The Developer is a closely-held corporation with a governing Board of Directors and a management team comprised of experienced construction professionals, engineers and accounting/finance managers. The Developer is an established business on Guam, with extensive experience in heavy civil construction, infrastructure work, and large scale pre-cast concrete construction and housing renovation projects on Guam as well as in the Commonwealth of the Northern Marianas, the Republic of Palau, the Federated States of Micronesia and the Republic of the Marshall Islands.

2. Copy of Response Letter Denying Protest from DPW



The Honorable
Felix P. Camacho
Governor

The Honorable
Michael W. Cruz, M.D.
Lieutenant Governor



Lawrence P. Perez
Director
Andrew S. Leon Guerrero
Deputy Director

September 8, 2009

**Guam Education Financing Foundation Inc.
(GEFF)**
3060 Peachtree Road
Suite 1700
Atlanta, GA 30305

RECEIVED SEP 14 2009

Attn: Mr. John R. Hand, President

**Subject: Procurement Protest of the Request For Proposal:
Construction of the New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain and Leaseback (FDDDBML)
Project No. 700-5-1020-L-TAM**

Dear Mr. Hand,

Before proceeding with addressing the issues of your protest, I wish to apologize for not responding in a timely manner. Thank you for giving us the benefit of the doubt by resubmitting your protest and submitting your letter dated August 31, 2009.

We appreciate your concerns regarding the aforementioned Request For Proposal (RFP). Upon subjecting a thorough perusal to the matters of concern in your protest, please allow me to render the substantiated perspectives which are supportive of my final determination.

INQUIRY #1:

“The Guam Education Financing Foundation Inc. (“GEFF”) is sending this Procurement Protest to contest the selection and continued negotiation with International Bridge Corporation (“IBC”) as the party that was chosen “first to negotiate” under that certain RFP number 700-5-1021-L-TAM,... While we have not been formally notified that we were not selected, by way of the Guam press, we have been informed that International Bridge Corporation (“IBC”) was selected to negotiate first.”

RESPONSE #1:

Procedurally, the conclusion of the evaluation process involves the ranking (in descending order) of the responsible offerors, according to the total overall scores in accordance with the relative weighted scores as assigned:

Part I Financial 70%
Part II Construction 30%

All responsible offerors are notified of their ranking through a letter from the Director of DPW. DPW Contracts section reports having an acknowledged receipt copy of GEFF's letter on file that was picked up and signed for by Mr. Jason Ralston, on March 5, 2009.

The highest scoring offeror as approved by the director proceeds to participate with the contract negotiations. Although the proposals of the non-selected offerors are not subject to the negotiations phase, it will be retained by DPW for future consideration with the negotiation process.

INQUIRY #2:

Substantial Price Increase: In summary, the protestor claims that the IBC costs have grown from less than \$38M to \$69M, and that this increased amount is \$11M more than the protestor's original cost for the project.

RESPONSE #2:

It is imperative to bring attention to the fact that the solicitation/award for this project is based as a Request For Proposal and not an Invitation for Bid - which is procedurally determined on awarding the contract to the lowest responsible bidder.

The ranking of the offeror's was based on all the selection criteria presented in the RFP documents, however, we confirm that the selected offeror's construction cost was less than \$38M, and that such proposed construction cost, and corresponding proposed facility met the minimum requirements of the RFP. The proposed total cost of the selected offeror, inclusive of all "design fees, soft costs, reserves, capitalized interest and financing expenses" was still millions of dollars less than GEFF's proposed cost. Any increase in costs over the original proposed amount have included only items requested by the Government to enhance the project, specifically debt service and other reserves, capitalized interest, etc., all of which would have been requested of all offeror's for the benefit of the government, therefore affecting all offeror's uniformly. The increases are fully within the requirements of the RFP and the procurement laws of Guam.

Therefore, in comparing the current offering amount for the IBC financing to the original GEFF proposed amount and the assertion that there is an \$11M difference in price is not accurate.

INQUIRY #3

"Non-Conforming Deliverables": In summary, the protestor asserts that the total square footage of the selected offeror's proposal, as gleaned from the "Preliminary Official Statement" (POS) for the selected offeror's financing, is inadequate to serve the required

student population. The protestor further states that his own proposal of 236,000 square feet can be built for \$11M less than has been offered by the selected offeror.

RESPONSE #3

The protestor's argument regarding non-conforming deliverables is predicated primarily on the cost claims addressed in Inquiry #2. As stated, the claimed price differential is inaccurate. However, to address the claims made regarding non-conformance of the IBC proposed facility, it is important to note that the information in the "Preliminary Official Statement" is accurate, but not all inclusive of all the elements of construction. Specifically, the 120,000 square feet of new building space listed in the POS was only for the classroom buildings footprint and is not inclusive of covered walkways, corridors, and gymnasium. The total square footage of the selected offeror's proposal inclusive of these areas is adequate to meet the capacity requirements as stated in the RFP (2700 students), and is in fact equivalent to the GEF facility as proposed.

Therefore, the IBC proposal is in conformance with the requirements of the RFP and at a lower cost than the GEF proposal.

INQUIRY #4

Failure to Provide Financing: The protestors asserts that the selected offeror's financing was contingent on the Government of Guam providing a AAA guarantee, and that ultimately the selected offeror failed to achieve financing for the project and was reliant on the Government assistance for the financing."

RESPONSE #4

The selected offeror did not require the Government to provide a guarantee for financing. Rather, the offeror provided three financing options in its proposal, one of which included the exploration of AAA-insured or equally enhanced transaction.

With regard to the failure of the selected offeror to provide the financing, the Government has already determined that this is NOT the case and therefore bears no merit. The selected offeror was only days away from pricing and closing on COPs when the initial protest was filed. The selected offeror has demonstrated its ability to obtain the financing and the Government is satisfied with the proposed financing terms and should be afforded the opportunity to move forward with the completion of the project.

INQUIRY #5

"The 5th-6th line of paragraph states: "At the time proposals were submitted in January, there were no AAA guarantors operating in the Guam financial markets and GovGuam does not have a AAA credit rating."

The underlined statement is false. At the time proposals were submitted, there were a few AAA rated bond insurers in the municipal market, one of which was familiar with

Guam credits – Financial Security Assurance (“FSA”). Although there presents an ambiguity with what the protester means by “Guam financial markets” we assume they mean the municipal market for Guam debt obligations. Regardless of whether there was availability of a guarantor, IBC proposed this as an option not as the single financing scheme.

REQUESTED REMEDY

Interestingly, it is anticipated that the JFK agreements would be patterned similar to the 2006 school contracts (GEFF – successful offeror) notwithstanding the lease conditions, the requisite indemnification clauses and other components.

Additionally, because of the success with these “previous school contracts”, it was suggested that the same bond counsel convene to satisfy the intent to refer these “previous school contracts” as a template.

GEDA assures us is that the method of securing the leaseback financing for the “previous schools” is also to be mirrored with the JFK RFP.

Having addressed and thoroughly reviewed the circumstances surrounding the concerns, as the Director of Department of Public Works, I wish to attest that the execution of the RFP procurement procedures were guided by the Guam Code Annotated, Chapter 5 – Guam Procurement Law, in addition to the complying to the mandates of Public Law 29-114, relative to the Construction of the New John F. Kennedy High School.

Further, protecting the government’s integrity while implementing essential standards of ethical conduct in such a manner as to foster public confidence in the administration of public service is given the highest consideration.

While deliberating conscientiously on the concerns presented, I failed to ascertain the substantiating significance to your inquiries that suggest ambiguity and conflict with the due process of the RFP, particularly in retrospect to “the selection of the firm.”

The conditions of your protest also warrants its untimely filing as pursuant to 5 GCA 5425(a). I have determined your claims as baseless and clearly without merit. Therefore, I wish to inform you of my decision to Deny the “Protest”.

Please be informed that you have the right to appeal this decision to the Office of the Public Auditor within 15 days after receipt of the Notice of Decision.

Respectfully submitted,


LAWRENCE P. PEREZ
Director

CC: Office of the Governor
Attorney General's Office
Office of the Public Auditor
Anthony Blaz, Administrator, GEDA
Nerissa Bretania Underwood, Supt. DOE
Robert Toelkes, Pres. IBC
M.C. Bordallo, Vice Pres. IBC
Ramon B. Padua, P.E. Chief Engineer DPW
Law Office of Cunliffe and Cook

3. Copy of Relevant pages from the original RFP materials

6. Part II, General Scope of Work, Section XIII "Contractor responsible for capital maintenance", (page GSOW 9 of 9); "The contract with the Contractor, and the Lease back, shall provide that all capital maintenance and repair (including vandalism) of the educational facility be performed by the contractor as a separate cost". Please clarify if Government of Guam is expecting the contractor to provide security services to the educational facility in order to avoid or minimize maintenance cost related to vandalism and If not, please clarify if the contractor, will be responsible for repairs of damages caused by vandalism as a part of maintenance program and how such cost could be estimated?

Response:

Yes. The Contractor will be responsible for the repairs of damages caused by vandalism as part of the maintenance program.

7. Is the Scope of Work outlined in the "TECHNICAL SPECIFICATION" Attachment "B" for the 2300 student population + 30% growth? For example, the 60 standard classrooms indicated in the specs. Are they for the 2300 student population? If not, what is the number required?

Response:

As per Public Law 29-114, the student population is 2300. JFK is an existing school that is overpopulated. We are addressing the over population which is currently at 2300.

8. There are existing buildings that are to remain. The Band/ROTC building in the front and GCC classrooms along the cliff line. Are these classrooms to be included or excluded in the program for new construction?

Response:

As reflected in the Pre-Proposal Conference A5:

"the repairs to the annex and the band room/ROTC classrooms will definitely be subject to conforming to the building codes".

9. How do you calculate the 30% growth? Will it be additional standards classrooms only? Or with it be 30% of the total overall program?

Response:

This line item is from PL 29-114 (10/20/08):

Specifically, there is an immediate need to replace the John F. Kennedy (JFK) High School, in Tumon, Guam and to build a modern facility on the site of the existing school

This line item is from PL 29-106 (8/22/08):

The school capacity limitations of this Section shall apply only to school projects initiated after September 30, 1997. The GPSS may, subject to the approval of the Guam Education Policy Board, exceed the capacity limits set forth in this Section provided that such adjustment would not endanger student and employee health and safety. These provisions shall not apply to school campuses that are temporarily used for double sessions."

These two public laws were one of the discussions held in August & September with the senators that addresses JFK's ability to exceed the 1700 enrollment limitation to 2300. JFK is not considered a new school entity, its being considered as an existing school community that has an

17. **Allied Health Program (Nursing Program)**
 - Classroom Setting and seating size
 - Central Air Conditioned
 - Laboratory - half of classroom size

18. **Counseling Center**
 - Should be located adjacent to main office for easy access to Records Room
 - Central Air Conditioned
 - Internet and Phone Access in all work areas and rooms
 - Electrical outlets on all walls
 - Reception Area/ College Career Center 200 sq. ft.
 - Eight (8 each) - Counselor Officer 10ft. x 10ft.
 - Conference Area 12ft. x 12ft.
 - Storage Room 12ft. x 8ft.

19. **Records Room One (1)**
 - Fireproof
 - Capable of housing 25,000 student records
 - Located in Central Book Locker
 - Air conditioned
 - Electrical outlets on all walls
 - Small lockable area within for personnel records

20. **Custodial/ School Aide Break Room One (1) 250 sq. ft.**
 - Air Conditioned
 - Internet and phone access
 - Electrical outlets on the walls
 - Two (2) Single occupancy adult restrooms (Men, Women)
 - Defined area for vending machines with floor drain

21. **Custodial Closets Four (4) 8ft. x 8ft.**
 - Two (2) per floor, located at opposite ends of building
 - Equipped with sink and running water and faucet for hose

22. **Restrooms**
 - **Faculty Restrooms Three (3) sets**
 - ◆ One located in Faculty Lounge
 - ◆ One located at opposite end of the building
 - ◆ One set located upstairs
 - **Student Restrooms**
 - ◆ Adequate for 2300 students

Attachment "B"

Construction of New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)
Project No. 700-5-1020-L-TAM

Construction of New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)
TECHNICAL SPECIFICATION
Project No. 700-5-1020-L-TAM

Attachment "A"

1. SITE ENTRY and PARKING::

- Entries to the school will remain the same, but with improved paving.
- Resurface and pave parking lot.
- Pave grass area from tennis court gate entrance to corner fence by traffic light.
- Area behind JFK statue needs to be leveled and paved for additional parking. The drop-off loop will be re-paved.
- The bus-drop-off area from the north gate will remain the same.
- Construct the new school building to limit vehicular access into the school's campus and physical education facilities and grounds.
- Egress needs to be included to allow student traffic from the main building to the annex buildings.
- Security gates to close off main building from facilities used during non-instructional time.

2. LANDSCAPING

- The tree in the center of the current courtyard will be left in tack and continue to serve as a reminder of the resilience of the school community.
- The tree will serve as the focal point of the new courtyard.
- Level and grass the area in front of the Annex Building for physical education.
- The flagpole at the front of the school will remain in its current location .
-

3. ACADEMIC CORES

- The main building will be a two-story building capable of housing 1700 students as per Public Law 29-114 + 30% growth factor and constructed on a rectangular footprint similar to the former building with an enlarged courtyard.

1700 x 1.3 = 2,210 Students