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OFFICE OF THE PUBLIC AUDITOR
PROCUREMENT APPEALS

SEP 18 2009

TIME: 4:55pm
BY: JH
FILE No. OPA-PA 09-005

**BEFORE THE PUBLIC AUDITOR
PROCUREMENT APPEAL**

IN THE APPEAL OF:)
)
)
GUAM COMMUNITY IMPROVEMENT) **DOCKET NO. OPA-PA 09-0005**
FOUNDATION, INC.) **APPELLANT'S EXHIBIT LIST**
)
Appellant.)
_____)

COME NOW, Appellants **GUAM COMMUNITY IMPROVEMENT FOUNDATION, INC.**, through counsel, **CUNLIFFE & COOK**, A Professional Corporation, by F. Randall Cunliffe, Esq., and hereby submits the following attached documents as its exhibits in the above-entitled case.

- Exhibit A:** Lease Agreement with Option to Purchase received by Bureau of Budget & Management Records on June 23, 2009
- Exhibit B:** Bill No. 1 (2-S), I Mina' Trenta Na Lihestaturan Guahan 2009 (First Special Session received March 31, 2009)

This Exhibit List is not intended to be a complete list of all exhibits to be introduced at the jury trial. Appellant further reserves the right to supplement its Exhibit List as may be needed for rebuttal.

CUNLIFFE & COOK
A Professional Corporation
Attorneys for Appellant **Guam Community Improvement Foundation, Inc.**

DATED: September 18, 2009

By 
F. RANDALL CUNLIFFE, ESQ.

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RECEIVED
 JUN 23 2009
[Signature]
 Bureau of Budget &
 Mgmt. Research.

LEASE AGREEMENT WITH OPTION TO PURCHASE

This Lease Agreement, made and entered into this ____ day of _____, 2009, by and between **CORE TECH INTERNATIONAL CORPORATION**, whose address is 500 Mariner Avenue, Tiyan, Barrigada, Guam 96913, hereinafter referred to as "Landlord," and **GOVERNMENT OF GUAM**, whose address is P.O. Box 2950 Hagåtña, Guam 96932, hereinafter referred to as "Tenant."

WITNESSETH

Whereas, the Landlord and Tenant want to enter into this Lease for the property described below to be used for a school;

Whereas, the total payments due under the Lease shall be FOUR MILLION FOUR HUNDRED NINETY-THREE THOUSAND TWO HUNDRED FIFTY-SIX AND 16/100 DOLLARS (\$4,493,256.16) per year for the first five (5) years of the term, which is comprised of the following:

Lease rents for the Land and buildings	\$3,480,000.00
Insurance	\$331,700.00
Maintenance	<u>\$681,556.16</u>
	\$4,493,256.16

Whereas, the parties agree that the terms and conditions of this Lease are reasonable and necessary for the interest of the children of Guam;

Now Therefore, in consideration of the mutual promises of the parties hereto and for other valuable consideration exchanged, the parties agree to the following:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby takes of and from Landlord, a certain premises ("Premises") described as follows:

That certain land, and all buildings and structures located thereon, located in Tiyan, Guam; said land being more particularly described as:

A Lot shown on Exhibit A, which is located along Mariner Avenue, Tiyan, Barrigada, Guam, said lot shall have an area of 1,078,274 ± s.ft. or 24.753 Acres, See Exhibit A.

Said lot is a consolidation of Lot Nos. 5193-3-3, 2175-R8 & 2181-4, and is a part of a land exchange transaction with the Estate of Juan Santos Camacho. The consolidation maps are presently being finalized by a certified surveyor and reviewed by the Department of Land Management. The Premises described above and as shown

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in Exhibit A, shall be subject to a final map showing the metes and bounds, and setting forth the proper lot numbers. Upon approval by the Territorial Land Surveyor such map shall then be recorded with the Department of Land Management, Government of Guam. Once the map has been recorded, then this Lease shall be amended to include and to refer to the final recorded map.

2. USE & ZONING.

a. Deed from the U.S. The land upon which the Premises are located, is subject to the Quitclaim Deed from the United States of America, acting by and through the Department of the Navy, to the Guam Economic Development Authority, dated September 29, 2000, as recorded in the Department of Land Management, Government of Guam, instrument no. 664172. The Quitclaim Deed states that the land is to be used for industrial use, and allows the land to be used for conditional uses and residential uses, provided: that all environmental response actions necessary are done according to applicable laws and regulations; the Government of Guam obtains necessary approvals from the applicable regulatory agencies; and the Government of Guam waives any claim, demand or cause of action arising under the Quitclaim Deed, or any law or regulation against the United States for the use of industrial sites for residential.

b. Representations to Satisfy Quitclaim Deed Requirements.

i. The Landlord has submitted environmental studies, conducted environmental tests as directed by the Guam Environmental Protection Agency, and submitted the appropriate permit applications to allow the Premises to be used as a school. Tenant is aware of and has received a copy of such studies, test results, and permit applications.

ii. The Tenant and Landlord have taken necessary actions that required responses according to applicable laws and regulations.

iii. The Tenant and Landlord have obtained or have caused to be obtained, all the necessary approvals from the applicable regulatory agencies.

iv. The Tenant, as the Government of Guam, hereby waives any claim, demand or cause of action arising under the Quitclaim Deed, or any law or regulation against the United States resulting from the use of the Premises for the school, residential purposes (as defined in the Quitclaim Deed), and other intended purposes under this Lease.

v. The Landlord shall take all other actions that may be required by applicable laws and regulations to allow the Premises to be used as a school and for the intended purposes under this Lease. Tenant will cooperate with the permitting process.

c. Zoning. The Premises is presently un-zoned. The Premises shall not be zoned for school purposes only, and Tenant hereby agrees that the use of the Premises as a

school is only a temporary and conditional use, and such use or zone is not permanent.

d. Use. The Premises shall be used for school purposes; for the education of students, and for no other purposes unless the specific written authorization of the Landlord is obtained. Landlord further agrees to act in good faith in executing all requests pursuant to this section and agrees not to unjustifiably withhold its consent. Tenant shall not use the Premises as a shelter for people during any typhoon, or other emergencies without prior approval. If Landlord gives Tenant prior approval to use the premises as a shelter during any typhoon or other emergencies, then Tenant shall reimburse Landlord for any cost, expenses, damages, and liabilities, plus fifteen percent (15%) overhead, which result from the use of the Premises for such emergencies, or for such use other than for a school and educational purposes.

3. INITIAL TERM.

The term of this Lease is for a term of ten (10) years, commencing July 1, 2009 and ending June 30, 2019. Tenant shall have the right to possess and use the Premises as of July 1, 2009, although the rent shall not commence until August 1, 2009. Pursuant to IFB No. GSA-025-09, Tenant shall have one (1) option to extend the Lease for an additional five (5) years with the term ending on June 30, 2024. This option must be exercised in writing at least one hundred twenty (120) days prior to the end of the original ten (10) year term.

4. WARRANTY OF TITLE.

Landlord warrants that it is and has lawful possession, use and control of the above-described Premises. The majority of the property is owned in fee simple, and a minor portion of the property shall be on a temporary lease. Landlord is presently in the process of obtaining the fee simple title to the minor portion, and will eventually have fee simple title to the entire property.

5. RENT.

a. The rent due shall be FOUR MILLION FOUR HUNDRED NINETY-THREE THOUSAND TWO HUNDRED FIFTY-SIX AND 16/100 DOLLARS (\$4,493,256.16), per fiscal year for the period starting from August 1, 2009, and ending on September 30, 2014. The rent for the period August 1, 2009 to September 30, 2009 shall be paid on August 1, 2009. The rent shall be due annually, and shall be due and payable at the beginning of each fiscal year thereafter. The first full fiscal year, starting with October 1, 2009 to September 30, 2010, shall be paid on October 1, 2009, and likewise for each fiscal year thereafter.

b. The rent due shall be FOUR MILLION NINE HUNDRED FORTY-TWO THOUSAND, FIVE HUNDRED EIGHTY-ONE AND 78/100 DOLLARS (\$4,942,581.78), per fiscal year for the period starting from October 1, 2014, and ending on June 30, 2019. The rent for 2019 shall be prorated.

c. The rent for the extended option term shall be FIVE MILLION FOUR HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED THIRTY-NINE AND 96/100 DOLLARS (\$5,436,839.96) per year.

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d. Rent shall be paid yearly at the beginning of each fiscal year. The fiscal year of Tenant starts on October 1 of a particular year, and ends on September 30 of the following year. Rent shall be due and payable on or before October 1 for the coming fiscal year. Rent for a period which does not contain twelve (12) months to make a full fiscal year shall be prorated.

e. Rent is due and payable on October 1, for the coming fiscal year, if the rent is not received by Landlord or if a credit is not issued pursuant to Section 6 by the fifth (5th) day of October, then Tenant shall also pay a late payment fee in addition to the rent. The late payment fee shall be an amount equal to five percent (5%) of the amount due.

f. If the rent is still not received or if a credit is not issued pursuant to Section 6 by Landlord by November 1, for that particular fiscal year, then Tenant shall pay another late payment fee in addition to the rent, the first late payment fee and interest. This second late payment fee shall be an amount equal to five percent (5%) of the amount due.

g. All late payment fees shall automatically become due and payable if rents are not received by Landlord on or before the due dates, without any notice or demand being required from the Landlord. Interest shall accrue on the late payment fees starting as of the date such fees became due and payable.

h. Interest shall be due and payable on any rents not paid by the 5th day of October at the rate as set forth in this Lease, under the section entitled "Interest." Interest shall start to accrue on the rents starting on October 6 of the particular fiscal year.

6. RENT - TAX CREDITS.

a. As a condition subsequent to the validity and continuation of this Lease, a "tax credit" law as defined below must be passed and in full force and effect on June 25, 2009. Further, all the terms and conditions of such tax credit law must be to the full satisfaction of the Landlord by June 25, 2009. If a tax credit law, to the full satisfaction of Landlord, is not in full force and effect by and on June 25, 2009, then Lease shall automatically be cancelled, terminated, held void, and shall no longer have any force and effect without any demand, notice or action by any party; further, in such event, no party shall have any rights or obligations under this Lease or any related documents.

b. Any of the tax credits, tax abatement or tax off-sets as set forth above must be freely assignable and transferable by Landlord.

c. Tenant shall have the option to pay cash payments, or give a tax credit and tax abatement for any rents and monies owed by the Tenant under this Lease.

d. The tax credit law must allow Landlord to take and receive tax credits during the entire term of this Lease. Further, even after the termination or expiration of the

Lease, for any reasons whatsoever, the tax credit law must continue to allow Landlord to take and receive such tax credits and until all of such tax credits are used.

e. Any of the tax credits or tax off-sets as set forth above must be freely assignable and transferable by Landlord.

f. The method, procedure, and forms which will enable Landlord to use any tax credit shall be worked out between Landlord and Tenant to the mutual satisfaction of both parties.

g. Landlord understands it is not entitled to tax credits or abatements unless allowed by law.

7. RIGHT OF EARLY TERMINATION.

a. No party shall have the right to terminate this Lease prior to June 30, 2010. Thereafter, either party shall have the right to terminate this at any time upon giving the other party a minimum of one hundred twenty (120) days written notice prior to the termination date.

b. Any termination notice by Tenant must be approved by and must contain the signature of the Governor of Guam.

c. Any Termination shall not discharge Tenant of any amounts owed to Landlord due to improvements and other matters undertaken under this Lease, which have caused Landlord to expend capital for Tenant's benefit, and as expressly provided for under other sections of this Lease. Tenant shall be entitled to a refund or credit of the excess annual rent paid due to the early termination; provided, however, Landlord shall not return such funds unless and until Tenant returns the premises in a good condition, clean, in good repair, and subject only to ordinary wear and tear, all to the satisfaction of Landlord.

d. Finally, as a condition of any early termination, Tenant shall immediately pay to Landlord all of the following:

i. all rents due up to the date Tenant has completely vacated the Premises, and has returned the Premises to Landlord in good condition, clean, in good repair, subject only to ordinary wear and tear, all to the satisfaction of Landlord;

ii. all amounts owed to Landlord due to improvements and other matters undertaken under this Lease, which have caused Landlord to expend capital for Tenant's benefit, and as expressly provided for under other Sections of this Lease;

iii. the remaining balance due for the collateral equipment; and

iv. all amounts remaining due to Landlord, except for the rent as set forth above, as provided for in this Lease.

8. OPTION TO PURCHASE.

The parties agree that the Government of Guam shall have the option to purchase the Premises at any time during the term of this Lease at a price to be negotiated to the satisfaction of both parties. If Tenant desires to purchase, then it shall give notice to Landlord of its desire, and the parties shall enter into negotiations to determine the price and terms. If the parties cannot satisfactorily agree on the price and terms within sixty (60) days after the Tenant's notice, then all further negotiations shall be terminated.

9. COLLATERAL EQUIPMENT.

a. Collateral Equipment. Collateral equipment is certain personal property which Tenant required Landlord to purchase for Tenant's use, such as furniture, computer systems, band equipment, etc.). On or about the time this Lease was executed, Landlord spent or was required to spend THREE MILLION NINE HUNDRED FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$3,944,000.00) for said collateral equipment for the Tenant. The collateral equipment purchased with this THREE MILLION NINE HUNDRED FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$3,944,000.00) may sometimes be referred to as the "Collateral Equipment" and is more particularly described in Exhibit B attached hereto. Landlord shall have no obligation to provide lockers. All Collateral Equipment shall be deemed the personal property of the Guam Public School System. Tenant shall reimburse Landlord the cost of the Collateral Equipment by October 1, 2009. If the Landlord is not paid by October 5, 2009, then a late payment fee of five percent (5%) shall be paid in addition to any interest being due and payable. If this collateral amount due is not paid by November 1, 2009, then Tenant shall pay another late payment fee of five percent (5%), in addition to interest on the cost of Collateral Equipment.

b. Landlord shall not have the responsibility or obligation to store, protect, take care of and maintain any Collateral Equipment. Tenant shall have the responsibility or obligation to store, protect, take care of and maintain any Collateral Equipment. Any damage or loss to the Collateral Equipment shall be born by the Tenant.

c. Tenant shall have the option to pay cash payments, or give a tax credit and tax abatement for any cost of Collateral Equipment owed by the Tenant under this Lease.

10. CONDITION OF PREMISES. Within thirty (30) days after execution of this Lease, Landlord and Tenant shall inspect the Premises and develop a punch list of deficiencies, provided, however, that Landlord shall have no obligation to pave the parking lot located on the Premises. Both parties shall work toward resolving such deficiencies in a mutually agreeable time frame. Neither Landlord nor any of its representatives has made any warranties or representations as to the physical condition of the Premises upon which Tenant relies, except that Landlord warrants that the building is structurally safe and in compliance with the Building code and engineering laws, standards and regulations existing on Guam. The Premises, however, shall be delivered to Tenant vacant and broom clean. Tenant shall not modify, alter, add to, demolish or reconstruct any improvements on the Premises, including any buildings or improvements presently existing on the Premises unless prior written consent is obtained from Landlord. Upon

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termination of this Lease, all improvements on the Premises shall revert to Landlord free and clear of all liens and encumbrances. Further, upon termination or expiration of this Lease, Tenant shall return the Premises in a good and clean condition, in a good state of repair, subject only to normal and ordinary wear and tear. Tenant shall maintain in good order and condition the entire Premises during the term of this Lease.

11. REAL ESTATE TAXES.

Landlord shall pay all real estate taxes and assessments levied on the Premises and on the improvements.

12. INTEREST.

Tenant shall pay to Landlord interest at ten percent (10%) per annum on the declining balance on all amounts owed, and which were not paid to Landlord on the due date as set forth in this Lease. The interest shall start to run and accrue starting on and from the 5th day after the due date such amounts were due. As for rents, the interest shall commence on October 6 of that particular year. Provided, however, interest shall also accrue on the late payment fees. Interest on the late payment fees shall commence as of the date such late payment fees became due and payable.

13. UTILITIES.

The utilities (water, power, sewer) are separately metered and Tenant shall be responsible and pay for any and all utilities. Tenant shall put the utilities in Tenant's name with the applicable government agencies.

14. MAINTENANCE.

Landlord shall provide the following maintenance services to the Premises:

a. Yard Maintenance, such as grass cutting, general cleaning and watering. The cost of the water shall be part of the utilities cost set forth above. Air Conditioning Maintenance. Landlord shall be responsible for the cost of any repairs (labor and parts) to the air conditioning units, including the replacement of any units if necessary. Provided however, Landlord's obligation to provide maintenance shall be limited to any labor and parts required as a result of ordinary wear and tear.

b. Windows and Doors. Landlord shall clean the windows and do minor repairs of the doors. Landlord shall repair any broken windows and doors.

c. Bathrooms. Landlord shall clean and provide ordinary maintenance to all bathrooms, which shall mean ordinary sweeping, mopping, emptying of trash, cleaning of the toilets and urinals, providing toilet paper and repair of leaks.

d. Trash. Landlord shall provide trash containers for each room and Landlord shall empty the trash containers. Landlord shall also be responsible for large

commercial trash containers and the removal of the trash therein.

e. Electrical. Landlord shall provide minor maintenance for the electrical outlets and light fixtures, such as taking care of minor problems, changing light bulbs or replacing minor electrical fixtures.

f. Capital Structure. Landlord shall provide ordinary maintenance of the buildings and capital structure such as cleaning and painting. Any damage as a result of any structural defects shall be repaired or replaced by Landlord.

g. Other Structures and Items. As to all other structures and items, if such are damaged and which are covered by insurance, then the insurance company shall pay for the cost of any repairs and replacement.

h. Vandalism/Non-Ordinary Maintenance. Landlord shall provide only ordinary and minor maintenance and repairs on or for the windows, doors, bathrooms, electrical and capital structure, and on other items stated herein. Ordinary and minor maintenance and repairs shall mean the normal, ordinary and minor cleaning, fixing and replacing of things as a result of normal and ordinary wear and tear. Although the Landlord shall perform and provide the labor and materials for any "non-ordinary" maintenance and repairs, Tenant shall be responsible and pay for the cost of any non-ordinary maintenance and repairs. If the expenses for non-maintenance and repairs are covered by insurance, then Tenant shall be responsible and pay for the deductible amounts and amounts not covered by insurance. Non-ordinary maintenance and repairs shall include, without limitation, damages, clean up, replacement and repairs of windows, doors, bathrooms, electrical wiring and equipment, walls, buildings, structures, trash containers, toilets, urinals, equipment and other things which are damaged, defaced, vandalized, stolen or lost as a result of any intentional or negligent act or inaction of Tenant, its students, employees, officers, agents, invitees and/or representatives, and any damages resulting from vandalism. See the Section in this Lease on "Insurance" on insurance coverage. Any work, materials and labor provided by Landlord for non-ordinary maintenance shall be billed to Tenant at Landlord's cost, plus an amount equal to fifteen percent (15%) overhead; provided, however, any work performed by Landlord to correct, repair and fix any damage resulting from vandalism shall be performed by Landlord at its cost without the fifteen percent (15%) overhead.

15. TYPHOON SHUTTERS.

Landlord shall not provide typhoon shutters. Such shutters shall be the responsibility and cost of the Tenant.

16. PERSONAL PROPERTY, CONTENTS AND COLLATERAL EQUIPMENT.

Landlord shall not be responsible or liable for damage to any personal property, contents and collateral equipment. Tenant shall be responsible to insure, take care of, protect, maintain and replace any and all personal property, contents and collateral equipment located on

the Premises. Tenant shall pay for any insurance it desires on any personal property, contents and collateral equipment.

17. INSURANCE.

a. Capital Structure and Air Conditioning. Landlord shall pay for the cost of insurance, covering the full insurable value, for any damages to the capital structure and air conditioning equipment as a result of earthquake, typhoon, water, fire, and acts of God. Landlord shall provide Tenant with a copy of all insurance policies and coverage. As to any damages to the buildings and capital structures as a result of earthquake, typhoon, water, fire, and acts of God, Landlord shall be responsible and pay for any deductibles and damages not covered by insurance. Landlord shall not be responsible for any damages caused by vandalism to the air conditioning equipment.

b. Personal Property, Contents and Collateral Equipment. Landlord shall not be obligated or responsible for any insurance on Tenant's personal property, contents and collateral equipment. Tenant shall be self-insured, and may obtain and pay for its own insurance on any personal property, contents and collateral equipment.

c. Liability. Tenant shall self-insure its own liabilities. However, during the entire term of this Lease, Tenant may obtain and purchase general liability insurance covering the Premises from a company authorized to do business on Guam.

18. INDEMNIFICATION: PUBLIC LIABILITY INSURANCE.

Tenant agrees to protect, indemnify, defend and hold Landlord, its stockholders, directors, officers, employees and affiliated companies, harmless from any and all claims, damages or liabilities of whatsoever nature arising out of or in connection with Tenant's use, operation, occupancy and possession of the Premises. This indemnification by Tenant shall include, without limitation, any claims, suits, damages, and injuries suffered by Tenant and all parties using, or on and about the premises, including but not limited to Tenant's employees, officers, directors, agents, students and their parents, relatives and guardians; teachers, agents, representatives, parents and guardians of students, invitees, guests, and any other person on or using the Premises. Tenant shall also indemnify and defend Landlord from any and all legal fees and court costs incurred by Landlord concerning the claims, damages or liabilities of whatsoever nature arising out of or in connection with Tenant's use, operation, occupancy and possession of the Premises. This section shall not apply to any liability caused by any act, failure to act, negligence or default of the Landlord.

19. HOLD-OVER.

If Tenant remains on the Premises after the expiration or termination of the term hereof, such shall be deemed as the hold-over period, without the written consent of Landlord, Tenant, at Landlord's election, shall become a tenant-at-sufferance, and such tenancy shall not constitute a renewal or extension hereof. As a tenant-at-sufferance, Tenant shall be deemed wrongfully in possession of the Premises and Tenant shall not have any rights or benefits under

the Lease, but Tenant shall have all the obligations and liabilities under the Lease. In any event, Tenant hereby agrees to pay and be liable for and shall pay rent, as a tenant-at-sufferance, in the amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) per day. As long as Tenant is holding-over, and is a tenant-at-sufferance, Landlord shall not have any obligations under the Lease during the hold-over period, and Landlord shall not be required to pay for any utilities. If Landlord does pay for any utilities and other expenses which benefits Tenant, then Tenant shall reimburse Landlord for all expenses, costs and damages incurred, including but not limited to utility charges, real estate taxes, cost of insurance, legal fees, etc. Landlord's right to collect rent for any hold-over period shall be in addition to the exercise of any other rights or remedies available to the Landlord, including, without limitation, commencing forcible detainer proceedings. Tenant hereby indemnifies Landlord against all claims for damages by any 3rd party to whom Landlord may have leased, effective upon the Termination Date of this Lease, all or any part of the Premises.

20. DEFAULT.

The following events shall be deemed to be events of default by Tenant under this Lease:

a. Tenant shall fail to pay any installment of rent hereby reserved or shall fail to pay any other charges required to be paid by Tenant under the terms of this Lease, if any, and such failure shall continue for a period of thirty (30) days from and after the date of written notice specifying such failure is delivered to Tenant; or

b. Tenant shall fail to comply with any terms, provisions or covenants of this Lease, other than the payment of rent, or other charges, and shall not commence to remove or to cure such failure within thirty (30) days from and after the date of written notice specifying such failure is delivered to Tenant, or having commenced to remove or to cure such failure within said thirty (30) day period, Tenant thereafter fails to proceed with reasonable diligence to completely remove or cure such failure.

21. REMEDIES.

a. If Tenant is in default, and fails to cure its default within thirty (30) days after written notice has been given by Landlord, then Landlord shall have the right and authority to immediately terminate this Lease and cause Tenant to vacate the Premises. In addition to any termination, Tenant shall immediately pay Landlord for the following: the remaining balance due to Landlord for the collateral equipment, all damages, other costs as allowed under this Lease, ten percent (10%) interest, late payment fees (if any), collection costs and fees, and any other damages incurred by Landlord. Further, Landlord shall have all other rights and remedies available at law and equity against the Tenant.

b. If Landlord is in default, then tenant shall have all legal and equitable remedies at law against Landlord.

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22. ASSIGNMENT AND SUBLETTING.

Tenant shall not have the right to assign and sublet the Premises, in whole or in part, without Landlord's prior written consent.

23. BUILDING NAME.

Tenant may designate the name of the building, and rename it by giving notice to Landlord. Tenant may erect a sign or signs, at its sole cost and expense, indicating the name of the building in a design and in a manner to be agreed upon by the parties. Such sign or signs shall be deemed a Tenant improvement and the cost of maintaining, repairing, or replacing such sign shall be born by Tenant.

24. MANAGING AGENT.

Landlord shall, at all times, have one (1) person designated to manage services for Tenant. Tenant may contact the designated person twenty-four (24) hours a day, seven (7) days a week to coordinate any services or operations, including maintenance and repair, as needed by Tenant and as may be required by this Lease Agreement, except that Tenant shall call during normal business hours unless an emergency situation requires otherwise.

25. GIVING NOTICE.

Any notice from one party to the other hereunder shall be in writing, and shall be deemed to have been duly given, if delivered personally, or mailed, enclosed in a certified, postpaid envelope, addressed to the respective addresses below stated:

To Landlord at: Core Tech International Corporation
500 Mariner Avenue,
Tiyan, Barrigada, Guam 96913

To Tenant at: Government of Guam
Attention: Office of the Governor
P.O. Box 2950
Hagåtña, Guam 96932

Either Landlord or Tenant may at any time change such address by delivering or mailing, as aforesaid, notice at least thirty (30) days previously, stating the change.

26. NO RIGHT TO ENCUMBER.

Tenant shall not have the right at any time, and from time to time, to subject the leasehold estate and any or all improvements to one or more mortgages as security for a loan or loans, or other obligations of Tenant.

27. CONDEMNATION: TOTAL.

It is mutually understood, covenanted and agreed that in the event the whole of the Premises shall be taken in condemnation or by any right of eminent domain, or otherwise, for

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public purposes, then and on the happening of such event this Lease and the term hereby granted shall cease and expire and the rent shall be paid up to the date of passing of title and any unearned rent paid in advance by Tenant shall be refunded prorata. Landlord and Tenant may each independently file separate claims in such proceedings for the purpose of having the value of their respective interests determined, and award shall be paid accordingly.

28. CONDEMNATION: PARTIAL.

In the event only a portion of the Premises is acquired by the exercise of the power of eminent domain, Tenant shall have the option as to whether it will terminate and cancel this Lease as of the time the portion of the Premises condemned must be surrendered. To exercise this option, Tenant shall notify Landlord by written notice at the address designated for the forwarding of rental payments due herein, within thirty (30) days after it is ultimately determined what portion of the Premises will be taken under such proceedings. In the event Tenant elects not to terminate and cancel this Lease, then the rental payments shall be reduced in proportion to the areas taken by such proceedings. As in the preceding section, either party may each independently file separate claims, or if not permitted, the Landlord agrees to prosecute on behalf of both parties hereto.

29. ENVIRONMENTAL PROVISIONS.

a. Tenant shall use the Premises as a school building. Landlord represents that the Premises do not exceed regulator limits of any substances, including without limitation, asbestos-containing materials, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, or related materials and any items included in the definition of hazardous or toxic waste, materials or substances (Hazardous Materials) under any law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. " 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. " 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); the Hazardous Materials Transportation Act, 49 U.S.C. " 6901 T SEQ.; THE Federal Water Pollution Control Act, 33 U.S.C. " 1251 et seq.; the Clean Air Act, 42 U.S.C. " 741 et seq.; the Clean Water Act, 33 U.S.C. " 7401; the Toxic Substances Control Act, 15 U.S.C. " 2601-2629; the Safe Drinking Water Act, 42 U.S.C. " 300f-300j; and all amendments thereto, and all similar federal, state, and local environmental statutes, ordinances, and the regulations, orders, decrees now or hereafter promulgated thereunder (collectively, the Hazardous Material Laws).

b. Tenant represents that it shall not conduct any activity on the Premises that would cause (1) the Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Premises within the ambit of, RCRA or any other Hazardous Material Laws; (2) release or threatened release of Hazardous Material from the Premises within the meaning of, or otherwise bring the Premises within the ambit of; CERCLA or SARA or any other Hazardous Material Laws; or (3) the discharge of Hazardous Material into

any watercourse, body of surface or subsurface water or wetland, or the discharge into the atmosphere of any Hazardous Material that would require a permit under any Hazardous Material Laws.

c. Landlord represents that, to the best of its knowledge, (1) no activity was undertaken with respect to the Premises that would have caused a violation or support a claim under RCRA, CERCLA, SARA, or any other Hazardous Material Laws; and (2) no underground storage tanks or underground deposits are located on the Premises in violation of any Hazardous Material Laws.

d. Tenant shall immediately advise Landlord in writing of any of the following matters of which Tenant receives actual notice or otherwise obtains or has actual knowledge: (1) any governmental or regulatory actions instituted or threatened under any Hazardous Material Laws affecting the Premises; (2) all-claims made or threatened by any 3rd party against Landlord or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Material; (3) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises to be classified in a manner that may support a claim under any Hazardous Material Laws; and (4) the discovery of any occurrence or condition on the Premises or any real property adjoining or in the vicinity of the Premises that could subject Landlord or the Premises to any restrictions on ownership, occupancy, transferability or use of the Premises under any Hazardous Material Laws. At their sole cost and expense, Tenant agrees when applicable or upon request of Landlord to promptly and reasonably cure and remedy reasonable violations of any Hazardous Material Laws caused by Tenant and to promptly remove all Hazardous Material on the Premises and to dispose of the same as required by Hazardous Material Laws but only if caused by Tenant or Tenant's occupancy.

e. Tenant shall indemnify, defend, and hold harmless Landlord, its directors, officers, employees, agents, representatives, successors, and assigns from and against the following unless caused by Landlord's acts, failure to act, default or negligence: (1) any claim, loss, liability, damage, cost, expense, or claim arising from the imposition or recording of a lien, the incurring of costs of required repairs, cleanup or;

f. If the Tenant exercises any of the above options, both parties shall, within ninety (90) days after such exercise, execute such contracts and documents as are reasonably necessary and required to complete such sale or lease, as the case may be.

30. ETHICAL STANDARDS.

With respect to this Agreement and any other contract that the Landlord may have, or wish to enter into, with any government of Guam agency, the Landlord represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

31. PROHIBITION AGAINST GRATUITIES AND KICKBACKS.

With respect to this Agreement and any other contract that the Landlord may have or wish to enter into with any government of Guam agency, the Landlord represents that he has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

32. PROHIBITION AGAINST CONTINGENT FEES.

The Landlord represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees of bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

33. RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS.

The Landlord warrants that no person in his employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall be on or shall provide services on the Premises on behalf of the Landlord relative to this Agreement. If any person employed by the Landlord and providing services on the Premises under this Agreement is convicted subsequent to the parties entering into this Agreement, then the Landlord warrants that it will notify the OAG of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under this Agreement. If the Landlord is found to be in violation of any of the provisions of this paragraph, the OAG shall give notice to the Landlord to take corrective action. The Landlord shall take corrective action with twenty-four hours of notice from the OAG, and the Landlord shall notify the OAG when action has been taken. If the Landlord fails to take corrective steps within twenty-four hours of notice from the OAG, the OAG in its sole discretion may suspend this Agreement temporarily.

34. SUBJECT TO THE AVAILABILITY OF FUNDS.

Landlord's receipt of any payment due for Tenant's obligations under this Lease shall be subject to the availability of funds. Tenant shall issue tax credits, as permitted by law, if Tenant has insufficient funds.

35. MISCELLANEOUS PROVISIONS.

a. The parties agree that this Lease Agreement results from a government solicitation for lease of school space (Invitation for Bid No.: GSA-025-09). The terms and conditions of this Lease were negotiated by the parties and all matters which were ambiguous and unclear between the parties have been discussed and settled by the terms and conditions of this Lease. Therefore, the terms and conditions of this Lease shall be deemed as superior and shall supersede the terms and conditions of invitation to bid and other related documents. This Lease shall be the final understanding and agreement between the parties.

b. The covenants and agreements contained herein shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. All covenants, agreements and undertaking shall be joint and several.

c. Whenever used, the singular number shall include the plural; the plural, the singular, and the use of any gender shall be applicable to all genders.

d. The Premises complies with the American with Disabilities Act of 1990, as amended, and with all local codes and regulations including without limitation building, fire, safety and Occupational Safety & Health Administration.

If any clause, sentence, phrase or paragraph in this Lease is illegal or determined by a court, with proper jurisdiction, to be illegal, invalid, void or unlawful, then such clause, sentence, phrase or paragraph shall then be deemed as struck or deleted and the remainder of such clause, sentence, phrase or paragraph shall remain in full force and effect if possible.

IN WITNESS WHEREOF, any reference to the date of this Lease shall be and mean the date first above written. Further, this Lease shall not be valid or binding until and unless all of the parties and required signatures as shown below have actually signed in all the respective spaces below.

LANDLORD,
REQUIRED SIGNATURE:

CORE TECH INTERNATIONAL
CORPORATION


By: 

HO SANG EUN
Its President

Dated: 6/23/09

TENANT,
GOVERNMENT OF GUAM
REQUIRED SIGNATURES:

THE GOVERNMENT OF GUAM

By: 

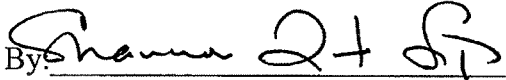
MICHAEL W. CRUZ, MD.
Acting Governor of Guam

Dated: 23 JUN 2009

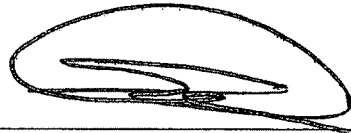
#3
6/23

CERTIFIED FUNDS AVAILABLE:

Office of the Governor
Account No.: 5100A090200GA001230
Amount: \$748,876.03

By: 
Date: 23 JUN 2009


CERTIFIED FUNDS AVAILABLE

by: 
BERTHA DUENAS
Director, Bureau of Budget
Management Research

**CLEARED PER
BMR'S REVIEW**

Dated: ~~6007-8-7 NMT~~ JUN 23 2009

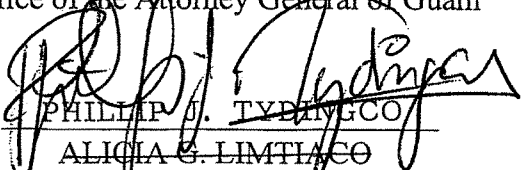
GENERAL SERVICES AGENCY

by: 
CLAUDIA S. ACFALLE
Chief Procurement Officer

Dated: 25 JUN 2009

APPROVED AS TO FORM:

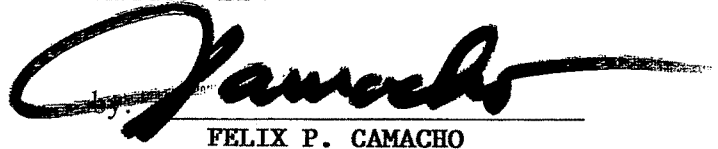
Office of the Attorney General of Guam

by: 
PHILLIP J. TYDINGCO
ALICIA S. LIMTIACO
Chief Deputy Attorney General
Office of the Attorney General

Dated: 6/24/09

RECEIVED
JUN 24 2009
Attorney General
Civil/Solicitor 844

APPROVED:



FELIX P. CAMACHO

Governor of Guam

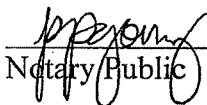
Dated: 24 JUN 2009

GUAM, U.S.A.,)
(ss.:
City of Barrigada)

On this 23rd day of June, 2009, before me, a notary public in and for Guam, personally appeared Ho Sang Eun, known to me to be the President, who executed the foregoing instrument on behalf of Core Tech International Corporation, the corporation therein named, and he acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

PRINCESS P. GOMEZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Feb. 22, 2012
195 Tun Jose Salas Street
Tamuning, Guam 96913



Notary Public

GUAM, U.S.A.,)
(ss.:
City of Hagatña)

On this 23rd day of June, 2009, before me, a notary public in and for Guam, personally appeared Bertha Duenas, known to me to be the duly authorized representative who executed the foregoing instrument on behalf of Bureau of Budget and Management Research, Government of Guam, and she acknowledged to me that Bureau of Budget and Management Research executed the same.

WITNESS my hand and official seal.

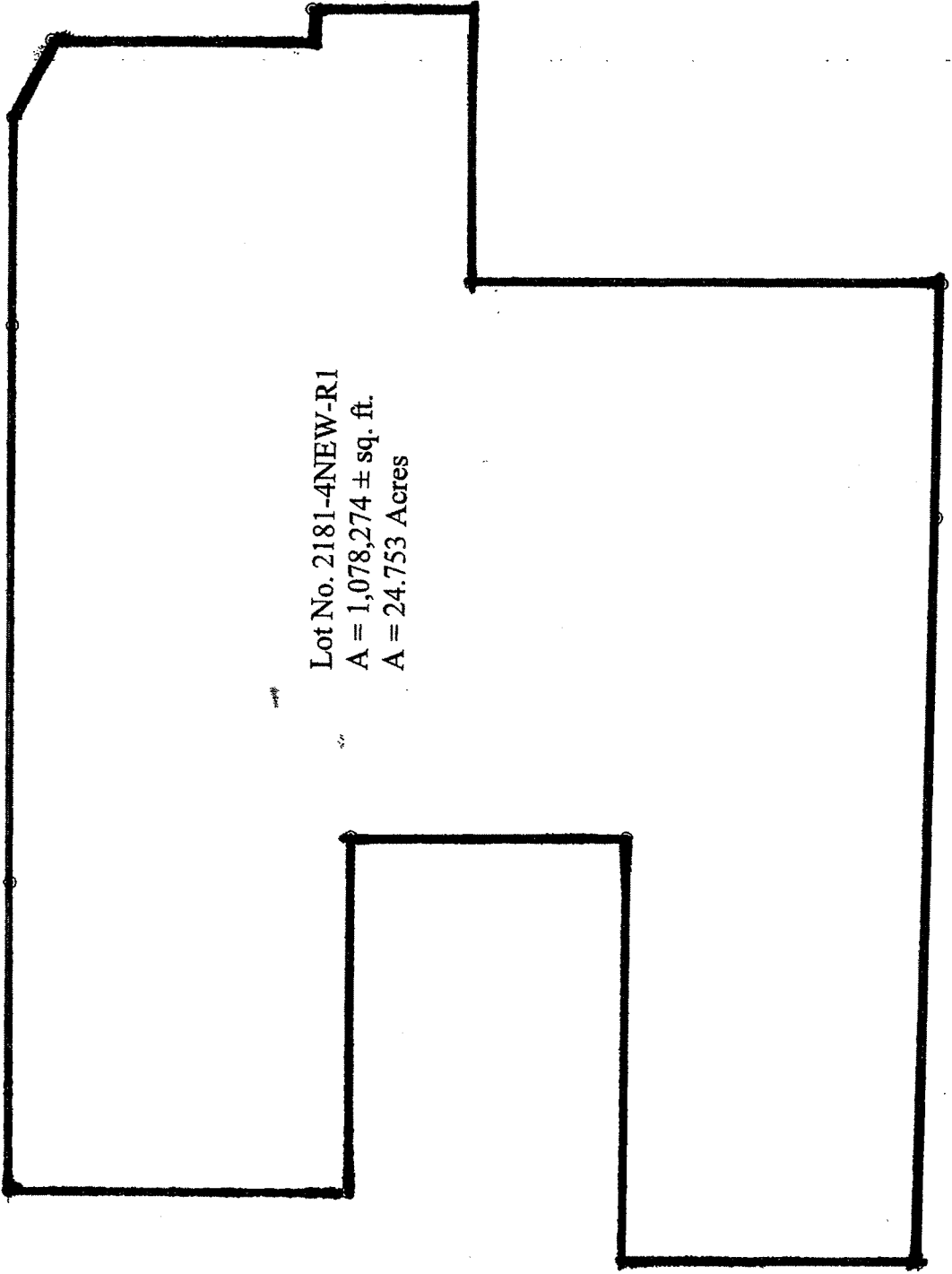


Notary Public

RAY CRUZ HADDOCK
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Oct. 03, 2012
P.O. Box 2950 Hagatña, Guam 96932
Phone: (671) 475-9206



Exhibit A



Lot No. 2181-4NEW-R1
A = 1,078,274 ± sq. ft.
A = 24.753 Acres

Exhibit A

HSL
6/23/19

Exhibit B

475-1710



CORE TECH INTERNATIONAL

General Contractor • A dba of Sun Woo Corporation
195 Tun Jose Salas Street, Tamuning, Guam 96913 • Phone: (671) 647-9120 • Fax: (671) 647-9125 • email: main@coretechintl.com

COPY

May 12, 2009

General Services Agency
Government of Guam
148 Route 1 Marine Drive,
Piti, Guam 96915

Attention: Claudia S. Acfalle
Procurement Officer

Subject: Revised Price Proposal of Collateral Equipment for Lease and
Maintenance of Interim Facilities for John F. Kennedy High School
and Collateral Equipment GSA-025-09

Handwritten notes and stamps on the right side of the page, including a date stamp "MAY 12 2009" and a signature.

Dear Ms. Acfalle:

We hereby submit the revised price proposal based on the final list of collateral equipment submitted by JFK Representative, Mr. Steve Protasio, dated 08 May 2009. Please note that the cost for collateral equipment will decrease by \$3,587.75 annually or \$313.37 monthly based on the lease term of 10 years from the original bid price submitted on April 24, 2009.

The bid price as submitted does not include any airfreight transportation costs, which have yet to be determined. Airfreight costs were not factored into our bid price as we were under the belief that this project was on a fast tract and that the list of collateral equipment would be submitted timely. That was a couple of months ago.

In order to have the collateral equipment delivered and installed by the opening of school, many items must be transported via airfreight which was not originally factored into the bid price. Accordingly, the Government must now pay for the airfreight costs. Hence, as a condition of our bid, the Government must pay for, or reimburse Core Tech, for any and all airfreight expenses, plus 15% for overhead.

We are also concerned that the lease agreement has not been finalized and accepted by the Government. The purchase of the collateral equipment requires a significant cash expenditure of nearly Four Million Dollars, to be amortized over the 10 year period of the lease. Core Tech has already incurred substantial costs on this project and Core Tech will not order any collateral equipment until this procurement activity is finalized and approved by all applicable parties by May 20, 2009.

The Government must also make a determination as to the permanent funding source or payment arrangement necessary to utilize the Tiyan Campus. The Government's ability to pay and the method of payment must be addressed and completed prior to May 20, 2009.

{G0041471.DOC;1}

Exhibit B

Handwritten initials "HSC" and date "6/23/09" in the bottom right corner.

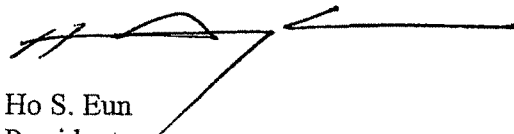
I assume that the option for tax off-set, credit and rebate as may be applicable if authorized by law, was included in the Invitation For Bid as an alternative to cash payment. We will accept transferable tax credits and tax offsets as a method of payment in consideration for the lease agreement as we acknowledged in our bid submittal.

Legislation has been introduced to authorize such credits, but the language currently contained in Bill No. 1, as introduced, does not provide sufficient authorization for this solution to be used. For your reference, I am transmitting proposed language accepted by our lending institution as a condition of securing the proper financing to complete this project and procure the collateral equipment. The proposed language provides sufficient legal authorization to utilize tax credits, rebates and off-sets as a form of payment. This option is particularly acceptable as it effectively ensures the timely payment of the lease and avoids any occurrence of non-payment, a major concern of our lending institutions.

It is my hope that the details of this procurement activity, such as the lease agreement, tax credit and tax off-set legislation, and other necessary documentation, shall be completed by May 20, 2009. If these matters are not completed and finalized by May 20, 2009, then we will not be able to purchase the collateral equipment and meet the opening of the school year.

For these reasons, I appreciate any time you may have to meet with my Team to address these issues. I look forward to your response.

Very truly yours,



Ho S. Eun
President

- Attachments:
- (1) Estimated Procurement and Installation Lead-time (May 20, 2009 deadline)
 - (2) Final List of Collateral Equipment Changes
 - (3) Bill No. 1, As Introduced
 - (4) Proposed Language for Bill No. 1

INTERIM JFK HS COLLATERAL EQUIPMENT

Estimated Procurement and Installation Leadtime

Item No	Description	Fabrication Leadtime	Installation Leadtime	Order Leadtime	Procurement/Shipping	Installation	Total Leadtime
1	Classroom Furnitures, Accessories and Equipment						
	Computer desk, Student combo desk & chair, Teacher desk, teacher chairs & stacking chair	8	2		1	1	12
	Whiteboard 4x6	6	2		1	1	10
	Book shelves, 4 tier	8	2	6	1	1	12
	Teacher filing cabinets	8	2	6	1	1	12
	Teacher podium, storage cabinet 30x15x66	8		6	1	1	
	Heavy duty shelves,	8		6	1	1	
	Bulletin board 60"x36"	8		6	1	1	
	Flag, World Map	8		6	1	1	
	Waste baskets	8		6	1	1	
	Skutt Enviro ventilation system & Kilm master	8		6	1	1	
	Drying rack	8		6	1	1	
	Fire extinguisher	4	2		1	1	8
2	Computer System	10	2		1	1	14
3	Science						
	Science apparatus	6		6	1	1	
	Science equipment	8		6	1	1	
	Science tables and stool with backrest	8	2		1	1	12
4	ROTC						
	PA system/computer system	10	2		1	1	14
	Flagset, glass display, helmets, rifles, sword, chains	6		6	1	1	
5	Band/Choir						
	Music chairs, racks, multimedia computer	8	2		1	1	12
	Musical instruments	8		6	1	1	10
6	PE/Gymn	6					
	Basketball, Softball kits, Volleyball, Soccer ball, nets, Carry net, ball rack, electric pump, equipment bag, referee stand, safety cones, first aid kit	6	2		1	1	10
7	Weight Room						
	Equipment and Accessories	6		6	1	1	8
	Chairs and desk	8	2		1	1	12
8	Dance Room						
	Equipment and Accessories	6		6	1	1	
	Mirror, chairs and desk	8	2	6	1	1	12
9	Appliances	6		6	1	1	
10	Lockers	10		6	1	1	
11	Library	8		6	1	1	
12	Cafeteria						
	Tables and chairs, platform trucks and rubber mat	8	2		1	1	12
	Utility cart, kitchenwares and cleaning and steam pans	6		6	1	1	

MSL

FOR OPTIO

JFK High School Item No.	Item Description	FINAL BID SCHEDULE 05.08.2009			LIST FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORITY		
		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
CLASSROOM EQUIPMENT										
1	Book Shelves 4 Tier	130.00	233.47	30,351.10	90.00	233.47	21,012.30	40.00	233.47	9,340.80
2	Bulletin Board 60"x36"	156.00	389.63	60,782.28		389.63		156.00	389.63	60,782.28
3	Computer Desk (Rectangular Work Station 60"wx24"dx32.5"h)	90.00	296.49	26,684.10	90.00	296.49	26,684.10			
4	Computer System	270.00	1,734.10	468,207.00	270.00	1,734.10	468,207.00			
5	Round Steel Wastebaskets, 5.8Gal	94.00	28.78	2,705.32	94.00	28.78	2,705.32			
6	Storage Cabinet 30"x15"x66"	90.00	570.39	51,335.10				90.00	570.39	51,335.10
7	Student combo desk & Chair Chrome Frame (36in.)	2,300.00	220.15	506,345.00	2,300.00	220.15	506,345.00			
8	Teacher Chair	112.00	295.30	33,073.60	112.00	295.30	33,073.60			
9	Teacher Desk (double pedestal) Model #88004	90.00	538.07	48,426.30	90.00	538.07	48,426.30			
10	Teacher Filing Cabinet (4 Drawer)	90.00	645.14	58,062.60	90.00	645.14	58,062.60			
11	Teacher Podiums	94.00	703.88	66,164.72				94.00	703.88	66,164.72
12	Wall Mount Guam Classroom Flag, 2'x3'	90.00	45.49	4,094.10				90.00	45.49	4,094.10
13	World Map & Globe Combo, 4th to 12	20.00	531.04	10,620.80				20.00	531.04	10,620.80
14	Wallmount US Mount Classroom Flag., 2'x3'	90.00	28.83	2,594.70				90.00	28.83	2,594.70
15	Heavy Duty Steel Utility Shelf, 5 Tier for storage rooms	60.00	239.43	14,365.80		239.43		60.00	239.43	14,365.80
16	Drying Rack for Art Classroom	8.00	1,868.58	14,948.64				8.00	1,868.58	14,948.64
17	Fire Extinguisher	158.00	204.33	32,284.14	158.00	204.33	32,284.14			
18	Enviro Ventilation System, Skutt	5.00	688.62	3,443.10				5.00	688.62	3,443.10
19	Kilm Master, skutt 1218-3	1.00	3,635.38	3,635.38				1.00	3,635.38	3,635.38
20	Whiteboards 4x6	212.00	389.31	82,533.72	212.00	389.31	82,533.72			
SCIENCE										
1	Stacking chair 18"	200.00	89.92	17,984.00	200.00	89.92	17,984.00			
2	Beakers Various sizes (Case)	30.00	491.38	14,741.40				30.00	491.38	14,741.40
3	Biohazard Waste Disposal									
4	Bunsen burner (single)	30.00	81.43	2,442.90				30.00	81.43	2,442.90
5	Chemical Storage Cabinet	2.00	1,322.58	2,645.16				2.00	1,322.58	2,645.16
6	Dissecting kit	60.00	30.08	1,804.80				60.00	30.08	1,804.80
7	Dissection pan	60.00	15.00	900.00				60.00	15.00	900.00
8	Dissecting pins	60.00	9.35	561.00				60.00	9.35	561.00
9	Erlenmeyer flask various sizes (case)	10.00	347.63	3,476.30				10.00	347.63	3,476.30
10	Graduated cylinders	10.00	509.65	5,096.50				10.00	509.65	5,096.50
11	Hazardous Waste Storage Bin									
	8 gallon	2.00	63.14	126.28	2.00	63.14	126.28			
	12 gallon	2.00	74.30	148.60				2.00	74.30	148.60
	18 gallon	2.00	104.46	208.92				2.00	104.46	208.92
12	Material Safety Data Sheet CD	1.00	1,083.83	1,083.83	1.00	1,083.83	1,083.83			
13	Meter Sticks	24.00	15.61	374.64				24.00	15.61	374.64
14	Microscope									
15	Petri dish									
16	Prepared Slides Assorted Set	4.00	69.29	277.16				4.00	69.29	277.16
17	Pull scales, one each of 250g, 500g, 1kg, 3kg, and 5kg.	4.00	88.89	355.56				4.00	88.89	355.56
18	Stainless Steel Trolleys	4.00	294.05	1,176.20				4.00	294.05	1,176.20
19	Test tube 150ml (case)									
20	Triple Beam Balance									
21	Aquarium 50 Gal with Accessories									
22	Human Skeleton Model	4.00	79.85	319.40				4.00	79.85	319.40
23	Meosis model									

ASC

FOR OPTIC

Item No.	Item Description	FINAL BID SCHEDULE 05.08.2009			LIST FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORITY		
		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
24	Mitosis Model									
25	Cell Model	20.00	99.45	1,989.00				20.00	99.45	1,989.00
26	Eye Model	20.00	75.32	1,506.40				20.00	75.32	1,506.40
27	Binocular	20.00	1,512.71	30,254.20				20.00	1,512.71	30,254.20
28	Magnifying glass	30.00	19.60	588.00				30.00	19.60	588.00
29	Science Table w/ Epoxy Resin Top, Oak 72" Length	32.00	1,444.85	46,235.20	32.00	1,444.85	46,235.20			
30	Swivel Stool Backrest	40.00	193.02	7,720.80	40.00	193.02	7,720.80			
31	Boreal Student Inclined Steromicroscope	30.00	327.22	9,816.60				30.00	327.22	9,816.60
1	American Flag set	3.00	259.05	777.15				3.00	259.05	777.15
2	Color Guard Flag Harness	5.00	43.73	218.65				5.00	43.73	218.65
3	Glass Display Shelves	8.00	3,792.38	30,339.04				8.00	3,792.38	30,339.04
4	Guam Flag Set	3.00	76.83	230.49				3.00	76.83	230.49
5	Marching Helmets									
6	Marching Rifles	35.00	82.94	2,902.90				35.00	82.94	2,902.90
7	Multimedia Projector, Image Pro	1.00	2,261.89	2,261.89				1.00	2,261.89	2,261.89
8	PA System (Mixer-Amp, Speakers, Speaker stand, Cables, Microphones)	4.00	3,008.33	12,033.32	2.00	3,008.33	6,016.66	2.00	3,008.33	6,016.66
9	Podiums	1.00	937.76	937.76				1.00	937.76	937.76
10	Portable White Boards	2.00	482.54	965.08				2.00	482.54	965.08
11	Saber Swords									
12	Velvet Chains	6.00	48.42	290.52				6.00	48.42	290.52
13	Computer system	6.00	1,734.10	10,404.60	6.00	1,734.10	10,404.60			
1	4 Tier Choral Risers w/ Guard Rails (20' x 30')	1.00	12,515.19	12,515.19				1.00	12,515.19	12,515.19
2	Accoustical Guitar									
3	Acoustical Piano (upright)	1.00	2,412.68	2,412.68				1.00	2,412.68	2,412.68
4	Alto Clarinet									
5	Amatj Euphonium									
6	Band Uniforms									
7	Baritone Saxophone									
8	Baritone Saxophone Reeds 3									
9	Bass Amp	2.00	752.46	1,504.92				2.00	752.46	1,504.92
10	Bass Clarinet									
11	Bass Drum w/ stand	1.00	1,922.62	1,922.62				1.00	1,922.62	1,922.62
12	Bass Guitar	2.00	541.35	1,082.70				2.00	541.35	1,082.70
13	Bass Guitar String Set	2.00	42.22	84.44				2.00	42.22	84.44
14	Bass Violin									
15	Baton									

Handwritten initials or mark.

FOR OPTIO

JFK High School	Item Description	FINAL BID SCHEDULE 05.08.2009			LT	FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORITY		
		Qty	Unit Cost	Total Cost		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
16	Beginner Trombone										
17	Blessing Flute	2.00	450.87	901.74				2.00	450.87		
18	Blessing Piccolo										
19	Book Shelves 4 tier										
20	Box of Rico Clarinet Reeds 2.5										
21	Cello										
22	Choir Shell Complete Set	2.00	1,506.43	3,012.86				2.00	1,506.43	3,012.86	
23	Clarinet Reeds Size 3	6.00	2.11	12.66				6.00	2.11		
24	Crash Cymbals 12-13 inch										
25	Cymbal Stand										
26	Director Chair	2.00	874.60	1,749.20				2.00	874.60	1,749.20	
27	Drum Snare Harness	2.00	24.05	48.10				2.00	24.05		
28	Drum Snares	2.00	164.36	328.72				2.00	164.36		
29	Drum Thrones	2.00	88.97	177.94				2.00	88.97		
30	Drum w/ cymbals	2.00	1,048.01	2,096.02				2.00	1,048.01	2,096.02	
31	Drumsticks	10.00	15.08	150.80				10.00	15.08		
32	Electric Guitar	2.00	818.81	1,637.62				2.00	818.81	1,637.62	
33	Flutes	1.00	450.87	450.87				1.00	450.87		
34	Folio Cabinets										
35	French Horn										
36	Guitar Amp	1.00	571.51	571.51				1.00	571.51	571.51	
37	Guitar Strings Set (Acoustic)	10.00	10.56	105.60				10.00	10.56		
38	Guitar Strings Set (Electric)	10.00	10.56	105.60				10.00	10.56		
39	Keyboard Music Stand	1.00	73.89	73.89				1.00	73.89		
40	Keyboards Speakers	1.00	520.24	520.24				1.00	520.24	520.24	
41	Maracas										
42	Marching Band Quads (Student Harness) w/ Drum										
43	Marimba										
44	Misc. Instrument Supplies and Accessories	1.00	1,809.52	1,809.52				1.00	1,809.52	1,809.52	
45	Multimedia Computer	3.00	3,769.84	11,309.52	3.00	3,769.84	11,309.52				
46	Music Chair Rack	2.00	331.75	663.50	2.00	331.75	663.50				
47	Music Chairs	35.00	263.89	9,236.15	35.00	263.89	9,236.15				
48	Music Sheets Band (asst.)										
49	Music Sheets Choir (asst.)										
50	Music Stand	40.00	73.89	2,955.60				40.00	73.89	2,955.60	
51	Olds Alto Saxophones										

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FOR OPTIO

JFK High School	Item Description	FINAL BID SCHEDULE 05.08.2009			L.R. FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIOR		
		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total C
52	Orchestra Bells	1.00	349.84	349.84				1.00	349.84	
53	PA System (Mixer-Amp, Speakers, Speaker Stands, Cables, Microphones)									
54	Printer & Scanner	1.00	294.05	294.05	1.00	294.05	294.05			
55	Rico Alto Saxophone Reeds 2.5 (box of 25)	6.00	3.62	21.72				6.00	3.62	
56	Rico Alto Saxophone Reeds 3									
57	Rico Metal Clarinet Ligatures	6.00	6.48	38.88				6.00	6.48	
58	Rico Tenor Saxophone Reeds 2.5 (Box of 25)	6.00	4.52	27.12				6.00	4.52	
59	Rico Tenor Saxophone Reeds 3									
60	Selmer Clarinet									
61	Shure Microphone	6.00	149.29	895.74				6.00	149.29	
62	Shure Mills									
63	Sleigh Bells									
64	Slide Trombone									
65	Soprano Saxophone									
66	Stage (20x30)	1.00	28,298.91	28,298.91				1.00	28,298.91	28,
67	Stage Curtains Set	1.00	552.91	552.91				1.00	552.91	
68	Storage Cabinet 30"x15"x66"	2.00	2,111.11	4,222.22				2.00	2,111.11	4,
69	Student Oboe									
70	Tambourine									
71	Teacher Podiums	2.00	927.38	1,854.76				2.00	927.38	1,
72	Temple Blocks									
73	Timpani Drums (set of 4)									
74	Triangle									
75	Trumpet									
76	Tuba (4/4)									
77	Valve Trombone									
78	Violas									
79	Violins	4.00	383.02	1,532.08				4.00	383.02	1,
80	Wood Block									
81	Xylophone									
82	Yamaha Tyros 2 Keyboard	2.00	6,174.99	12,349.98				2.00	6,174.99	12,
83	Cymbals									
84	Drum Trap Sets, 2									
85	Marching Base Drum									
86	Marching Snare Drum									
87	Marching Tri-Toms									

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FOR OPTIO

JFK High School	Item Description	FINAL BID SCHEDULE 05.08.2009			LIL .OM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORI		
		Item No.	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost
88	Souzaphones									
89	Baritones									
90	Tenor Trombones									
91	Tenor Trombones w/ Fattachments									
92	Valve Trombone									
93	Double French Horns									
94	Cornets									
95	Tenor Saxophones									
96	Alto Saxophones									
97	B-Flat Soprano Clarinet									
98	E-Flat Soprano Clarinet									
99	Bassoons									
100	Oboes									
101	Picolas									
102	Electric Keyboard w/ amp & stand	1.00	450.87	450.87				1.00	450.87	4
103	Electric Keyboard Amp	1.00	520.24	520.24				1.00	520.24	5
104	Electric Bass w/ amp	1.00	722.30	722.30				1.00	722.30	7
105	Effects Peddal, Bass									
106	Electric Guitar w/ Amp	1.00	601.67	601.67				1.00	601.67	6
107	Effects Peddal, Guitar									
108	Band Risers for 85-pc Band									
109	Band Riser Caddy									
110	Conductors Stand									
111	Conductors Podium									
112	Instrument Storage Cabinets	1.00	2,812.30	2,812.30				1.00	2,812.30	2,8
113	Music File Cabinets	1.00	1,975.39	1,975.39				1.00	1,975.39	1,9
114	Wenger Posture Student Chair									
115	Component Stereo Sound System	1.00	5,428.57	5,428.57				1.00	5,428.57	5,4
116	DVD/VCR Combo	25.00	420.71	10,517.75				25.00	420.71	10,5
117	TV, 27"	25.00	1,506.43	37,660.75				25.00	1,506.43	37,6
118	AV Cart	25.00	233.73	5,843.25				25.00	233.73	5,8
119	Choral Risers, 120- Voice Choir									
120	Grand Piano									
121	Carry/Storage Racks for Music Stands	2.00	987.70	1,975.40				2.00	987.70	1,9
1	300 lbs Barbel Set	1.00	3,204.35	3,204.35				1.00	3,204.35	3,20
2	5 Station/4 Strack Weight Station	2.00	5,577.85	11,155.70				2.00	5,577.85	11,1

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FOR OPTIO

JFK High School Item No.	Item Description	FINAL BID SCHEDULE 05.08.2009			LIST FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIOR		
		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total C
3	Balance Beam									
4	Balance Beam Scale									
5	Ball Carry Net	2.00	15.07	30.14	2.00	15.07	30.14			
6	Ball Rack	2.00	120.62	241.24	2.00	120.62	241.24			
7	Base (3 base set)	1.00	256.34	256.34				1.00	256.34	
8	Basketballs	15.00	43.72	655.80	15.00	43.72	655.80			
9	Batons, Aluminum Relay	10.00	3.97	39.70				10.00	3.97	
10	Bats	5.00	45.23	226.15				5.00	45.23	
11	Clipboards, Sports (Basketball, Soccer, Volleyball, Football)	5.00	24.05	120.25				5.00	24.05	
12	Cone Cart	1.00	263.81	263.81				1.00	263.81	
13	Dumbbells with Portable Rack	1.00	904.75	904.75				1.00	904.75	
14	Electric Pump	2.00	21.61	43.22	2.00	21.61	43.22			
15	Equipment Bag 24 x 36"	2.00	15.07	30.14	2.00	15.07	30.14			
16	First Aid Kit, 58 pc Trainer Set	2.00	35.06	70.12	2.00	35.06	70.12			
17	Flag Football Set velcro Blue	1.00	30.76	30.76				1.00	30.76	
18	Flag Football Set velcro Green	1.00	30.76	30.76				1.00	30.76	
19	Flag Football Set velcro Red	1.00	30.76	30.76				1.00	30.76	
20	Flag Football Set velcro Yellow	1.00	30.76	30.76				1.00	30.76	
21	Flat Bench	4.00	90.46	361.84				4.00	90.46	
22	Football Official Size	15.00	45.16	677.40				15.00	45.16	
23	Gym Mats, 6' x 12'	10.00	114.59	1,145.90				10.00	114.59	1,
24	Hurdles, Handy Hurdles TM	6.00	114.59	687.54				6.00	114.59	
25	Measuring Tape	2.00	60.24	120.48				2.00	60.24	
26	Measuring Wheel	2.00	241.19	482.38				2.00	241.19	
27	Megaphone	6.00	64.69	388.14				6.00	64.69	
28	Pinnies (set of 12) Blue									
29	Pinnies (set of 12) Green									
30	Pinnies (set of 12) Red									
31	Pinnies (set of 12) Yellow									
32	Plate Rack	2.00	286.50	573.00				2.00	286.50	
33	Portable White Board	4.00	482.54	1,930.16				4.00	482.54	1,
34	Referee Stand	2.00	51.27	102.54	2.00	51.27	102.54			
35	Rip Flag System									
36	Safety Cones 15"	12.00	7.02	84.24	12.00	7.02	84.24			
37	Safety Cones 18"	36.00	11.99	431.64	36.00	11.99	431.64			
38	Safety Cones 48"	24.00	11.99	287.76	24.00	11.99	287.76			
39	Safety Cones 28"	12.00	30.08	360.96	12.00	30.08	360.96			
40	Score Board	1.00	5,956.33	5,956.33				1.00	5,956.33	5,

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FOR OPTIC		FINAL BID SCHEDULE 05.08.2009			L.L. .COM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORI		
JFK High School	Item Description	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Co
Item No.										
41	Soccerballs	20.00	49.76	995.20	20.00	49.76	995.20			
42	Softball Bases	20.00	414.68	8,293.60				20.00	414.68	8,293.60
43	Softball Class Pack, Secondary, Include Balls, Gopher Sport	2.00	993.73	1,987.46	2.00	993.73	1,987.46			
44	Stationary Bike	2.00	364.92	729.84				2.00	364.92	729.84
45	Stopwatch	5.00	98.02	490.10	5.00	98.02	490.10			
46	Table Tennis	4.00	1,206.34	4,825.36				4.00	1,206.34	4,825.36
47	Table Tennis Balls, Pack of 144 pcs	4.00	63.33	253.32				4.00	63.33	253.32
48	Table Tennis Paddle	60.00	8.97	538.20				60.00	8.97	538.20
49	Teacher Chair									
50	Teacher Desk, Single Pedestal									
51	Teacher Filing Cabinet 4 Drawer									
52	Tennis Balls (Dozen)	4.00	10.48	41.92				4.00	10.48	41.92
53	Tennis Net	12.00	263.81	3,165.72				12.00	263.81	3,165.72
54	Tennis Raquets Asst.	4.00	66.27	265.08				4.00	66.27	265.08
55	Timer	1.00	43.65	43.65				1.00	43.65	43.65
56	Treadmill	2.00	438.81	877.62				2.00	438.81	877.62
57	Tug-of-War Rope									
58	Volleyball Net	2.00	2,261.89	4,523.78	2.00	2,261.89	4,523.78			
59	Volleyball Standard, Portable	2.00	897.22	1,794.44	2.00	897.22	1,794.44			
60	Volleyballs	15.00	58.06	870.90	15.00	58.06	870.90			
61	Weight Bench	4.00	209.60	838.40				4.00	209.60	838.40
62	Wrestling Mat 10 x 10	4.00	437.29	1,749.16				4.00	437.29	1,749.16
63	Aluminum Bleacher, 5 row, 50 seat capacity	4.00	7,079.75	28,319.00				4.00	7,079.75	28,319.00
64	Universal Gym (leg press, arm, laterals, etc.)	1.00	2,246.81	2,246.81				1.00	2,246.81	2,246.81
65	Shower Curtain	4.00	22.61	90.44				4.00	22.61	90.44
66	Rugby Ball	10.00	37.62	376.20				10.00	37.62	376.20
67	Soccer Goal Post									
68	Soccer Goal Net (pair of 2)	2.00	301.44	602.88	2.00	301.44	602.88		301.44	602.88
69	Volleyball Standard, Portable	2.00	2,261.89	4,523.78				2.00	2,261.89	4,523.78
70	Volleyball Net, Competition-Grade	2.00	897.22	1,794.44				2.00	897.22	1,794.44
71	Fast Pitch Softball Pack	2.00	45.23	90.46				2.00	45.23	90.46
72	Softball Base Set	2.00	414.68	829.36				2.00	414.68	829.36
73	Portable Basketball System	2.00	6,174.99	12,349.98				2.00	6,174.99	12,349.98
74	Flag Belt System	2.00	4.75	9.50				2.00	4.75	9.50
75	Pinnies, 30 Pack	6.00	30.12	180.72				6.00	30.12	180.72
76	Indoor Soccer Goal	2.00	861.02	1,722.04				2.00	861.02	1,722.04
77	Outdoor Soccer Goal	1.00	2,261.89	2,261.89				1.00	2,261.89	2,261.89

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FOR OPTIC

JFK High School	Item Description	FINAL BID SCHEDULE 05.08.2009			LIST FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORITY		
		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
78	Weight Scale	2.00	209.60	419.20				2.00	209.60	
79	Gym Mats	10.00	271.42	2,714.20				10.00	271.42	2
80	Portable White Board	4.00	482.54	1,930.16				4.00	482.54	1
81	Weight Bench	4.00	595.63	2,382.52				4.00	595.63	2
82	Flat Weight Bench	4.00	202.05	808.20				4.00	202.05	
83	Dumbbell with Rack	1.00	1,476.27	1,476.27				1.00	1,476.27	1
84	Olympic Barbell Set	4.00	601.67	2,406.68				4.00	601.67	2
85	All-Terrain Equipment Wagon	1.00	405.63	405.63				1.00	405.63	
86	All-Terrain Ball Master Rack	1.00	601.67	601.67				1.00	601.67	
87	Utility Cart w/ Cabinet (Blue)	2.00	586.59	1,173.18				2.00	586.59	1
88	30-Pedometer	2.00	873.09	1,746.18				2.00	873.09	1
89	8.5" dia Set Utility Balls - Set of 6	1.00	93.58	93.58				1.00	93.58	
90	40" dia Omnikin Ball/ Bladder	1.00	254.84	254.84				1.00	254.84	
91	Archery Storage Cart	1.00	369.37	369.37				1.00	369.37	
92	Bear Target Armguard	30.00	10.48	314.40				30.00	10.48	
93	Bear Shooting Tab	30.00	10.48	314.40				30.00	10.48	
94	36" Self-Healing Ethafoam Target	6.00	263.81	1,582.86				6.00	263.81	1
95	Roll-Away Target Stand	6.00	120.56	723.36				6.00	120.56	
96	28"L Arrows (Set of 72)	2.00	271.42	542.84				2.00	271.42	
97	30"L Arrows (Set of 72)	2.00	271.42	542.84				2.00	271.42	
98	Package w/ 48" H Backboard (Forest Green Padding)	2.00	1,280.24	2,560.48				2.00	1,280.24	2
99	Bison Locking Ball Cart (Blue)	1.00	565.48	565.48				1.00	565.48	
100	Rainbow Cyclone Basketballs, Size 6 (Set of 6)	1.00	128.10	128.10				1.00	128.10	
101	Rainbow Cyclone Basketballs, Size 7 (Set of 6)	3.00	135.64	406.92				3.00	135.64	
102	Fiberglass Stackable Benches - Yellow	6.00	550.40	3,302.40				6.00	550.40	3
103	Rainbow Set Half-Cones (Set of 36)	1.00	45.16	45.16				1.00	45.16	
104	Storage Caddy	1.00	87.38	87.38				1.00	87.38	
105	25 lb Capacity Dry Line Marker	1.00	134.21	134.21				1.00	134.21	
106	English Measuring Wheel	1.00	358.89	358.89				1.00	358.89	
107	Health-O-Meter FloorScale	1.00	120.56	120.56				1.00	120.56	1
108	UltraFit ClassStep Fitness Steps (Set of 26)	1.00	1,280.24	1,280.24				1.00	1,280.24	1
109	ClassStep Cart	1.00	390.56	390.56				1.00	390.56	3
110	Folding Goal w/ Net	2.00	285.00	570.00				2.00	285.00	5
111	Size 4 Rainbow Set	2.00	82.86	165.72				2.00	82.86	1
112	GOPHER Performer Plus Size 5 Official	12.00	78.54	942.48				12.00	78.54	9
113	Team Croquet	1.00	450.87	450.87				1.00	450.87	4
114	Regulation Full-size Wrestling mat	1.00	1,492.86	1,492.86				1.00	1,492.86	1
115	Mat Transport Carts 58"L x 22"W Cart, 30 lb	3.00	194.52	583.56				3.00	194.52	5
116	Tumbling Mats, Embassy Vinyl 6' x 12', 45 lb, Velcro on 2 ends, royal blue color	12.00	812.78	9,753.36				12.00	812.78	9,7

FOR OPTIO

JFK High School	Item Description	FINAL BID SCHEDULE 05.08.2009			Lk	DOM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORI		
		Qty	Unit Cost	Total Cost		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total C
117	Mat Mover	2.00	247.29	494.58				2.00	247.29		
118	AAI Graphite Parallel Bars	1.00	2,667.54	2,667.54				1.00	2,667.54	2,	
119	48"L x 24"W x 2"-12"H, Wedge, Blue	1.00	481.03	481.03				1.00	481.03		
120	AAI Junior Coil Board	1.00	586.59	586.59				1.00	586.59		
121	Vaulting Buck	1.00	1,889.44	1,889.44				1.00	1,889.44	1,	
122	Alumaflex Competition Balance Beam	1.00	2,751.98	2,751.98				1.00	2,751.98	2,	
123	6x15.5x12cmv4 Balance Landing Mat	1.00	1,510.95	1,510.95				1.00	1,510.95	1,	
124	Universal Transporters	1.00	120.62	120.62				1.00	120.62		
125	Deluxe Heavy-Duty Electric Inflator	1.00	375.48	375.48				1.00	375.48		
126	0.5 hp Inflator/Deflator	1.00	79.91	79.91				1.00	79.91		
127	Softcrosse Set, 12 Sticks, 12 Balls	2.00	405.63	811.26				2.00	405.63		
128	Right Throw	26.00	149.29	3,881.54				26.00	149.29	3,	
129	Left Throw	4.00	211.10	844.40				4.00	211.10		
130	Diamond 12RFPSC	24.00	7.92	190.08				24.00	7.92		
131	All-Terrain Lockable Totemaster	1.00	420.71	420.71				1.00	420.71		
132	DOM Clear Paddle	24.00	7.92	190.08				24.00	7.92		
133	Body Ball Game	1.00	179.44	179.44				1.00	179.44		
134	Rainbow Set of Large (36"L x 24"W) Mesh Bags-Set of 6	1.00	97.94	97.94				1.00	97.94		
135	Hi-Lo Scoop set	12.00	8.97	107.64				12.00	8.97		
ENTRANCE ROOM											
136	Mirrors installed on the wall	1.00	1,656.22	1,656.22				1.00	1,656.22	1,	
137	Floor Mats - 4' x 6' Solid Black Mat	1.00	149.21	149.21				1.00	149.21		
138	Teacher Desk (Double Pedestal)	1.00	506.65	506.65				1.00	506.65		
139	Teacher Chair	1.00	248.81	248.81				1.00	248.81		
140	Storage Cabinet 30"x15"x66"	1.00	573.00	573.00				1.00	573.00		
141	Vertical Dumbbell Rack	1.00	335.57	335.57				1.00	335.57		
142	Olympic Weight Set (Gray Plates)	1.00	808.25	808.25				1.00	808.25		
143	Shoulder Press Stool, Gray Frame, Dark Green Upholstery	1.00	274.88	274.88				1.00	274.88		
144	Tricep Rope	1.00	45.16	45.16				1.00	45.16		
145	Tricep Bar	1.00	60.30	60.30				1.00	60.30		
146	Power Source Smith Machine with Counter-Balance System, Gray Frame	1.00	3,159.12	3,159.12				1.00	3,159.12	3,1	
147	Adjustable Flat/Incline/Decline, Bench, Gray Frame, Dark Green Upholstery	1.00	405.63	405.63				1.00	405.63	4	
148	Weight Pins	24.00	4.71	113.04				24.00	4.71	1	
149	Spring Collars	24.00	33.16	795.84				24.00	33.16	7	
150	Keys Plate - Loaded Set (Set of 9)	1.00	7,230.55	7,230.55				1.00	7,230.55	7,2	
151	Plate Set w/ Rack	1.00	903.25	903.25				1.00	903.25	9	
DANCE ROOM											
152	Glassless Wall Mounted Mirrors - 48" x 96"	6.00	551.65	3,309.90	6.00	551.65	3,309.90				
153	Teacher Chair	2.00	250.07	500.14	2.00	250.07	500.14				

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FOR OPTIC

JFK High School	Item Description	FINAL BID SCHEDULE 05.08.2009			LIST FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORITY		
		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
154	Storage Cabinet 30"x15"x66"	2.00	570.39	1,140.78				2.00	570.39	1,140.78
155	Califone PowerPro Deluxe PA. Music System (heavy duty PA with wireless mike and CD capabilities)	1.00	5,329.04	5,329.04				1.00	5,329.04	5,329.04
156	Utility Cart w/ Cabinet (Blue)	1.00	803.98	803.98				1.00	803.98	803.98
CLASSROOM										
157	12"D Six Tier Ventilated Locker, Triple-Wide, Unassembled (Grey)	18.00	1,116.37	20,094.66	18.00	1,116.37	20,094.66			
CLASSROOM										
158	Teacher Desk (Double Pedestal)	3.00	588.33	1,764.99	3.00	588.33	1,764.99			
159	Teacher Chair	3.00	294.05	882.15	3.00	294.05	882.15			
160	Teacher Filing Cabinet (4 Drawer)	3.00	613.73	1,841.19				3.00	613.73	1,841.19
161	Shower Curtain	6.00	89.80	538.80				6.00	89.80	538.80
CLASSROOM										
162	Teacher Desk (Double Pedestal)	2.00	588.33	1,176.66	2.00	588.33	1,176.66			
163	Washer/Dryer Stack Combo	1.00	1,022.57	1,022.57				1.00	1,022.57	1,022.57
164	Teacher Chair	2.00	294.05	588.10	2.00	294.05	588.10			
165	Teacher Filing Cabinet (4 Drawer)	2.00	613.73	1,227.46				2.00	613.73	1,227.46
166	Storage Cabinet 30"x15"x66"	10.00	545.26	5,452.60				10.00	545.26	5,452.60
COMPUTER CLASS										
1	Bulletin Board 60x36	1.00	402.19	402.19				1.00	402.19	402.19
2	Computer System	255.00	1,745.43	445,084.65	255.00	1,745.43	445,084.65			
3	Laptop System	44.00	1,055.54	46,443.76	44.00	1,055.54	46,443.76			
4	Multimedia Projector	45.00	2,058.33	92,624.85				45.00	2,058.33	92,624.85
5	Printer & Scanner	136.00	316.65	43,064.40	136.00	316.65	43,064.40			
6	Split Level Computer Training Tables 72x36 (top & base)									
7	Storage Cabinet 36"x24"x66"									
8	Student Chairs	100.00	120.14	12,014.00	100.00	120.14	12,014.00			
9	Teacher Chair	28.00	294.05	8,233.40	28.00	294.05	8,233.40			
10	Teacher Desk, Single Pedestal	10.00	411.67	4,116.70	10.00	411.67	4,116.70			
11	Teacher Filing Cabinet 4 Drawer									
12	Teacher Filing Cabinet 2 Drawer	20.00	491.34	9,826.80				20.00	491.34	9,826.80
HOME ECONOMICS										
1	Book Shelves 4 tier									
2	Bulletin Board 60x36									
3	Folding Table, Blow Molded Top	90.00	197.76	17,798.40	90.00	197.76	17,798.40			
4	Refrigerator	7.00	1,095.14	7,665.98	4.00	1,095.14	4,380.56	3.00	1,095.14	3,285.42
5	Storage Cabinet 30"x15"x66"	4.00	488.71	1,954.84				4.00	488.71	1,954.84

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FOR OPTIC

JFK High School	Item Description	FINAL BID SCHEDULE 05.08.2009			LIST FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORITY		
		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
6	Student Chairs 18"	240.00	113.10	27,144.00	240.00	113.10	27,144.00			
7	Teacher Chair	2.00	294.05	588.10	2.00	294.05	588.10			
8	Teacher Desk	22.00	506.65	11,146.30	22.00	506.65	11,146.30			
9	Teacher Filing Cabinet (4 Drawer)									
10	Washing Machine	2.00	557.94	1,115.88	2.00	557.94	1,115.88			
11	Stove - Electric	2.00	480.00	960.00	2.00	480.00	960.00			
MANAGERIAL										
1	2 Drawer Filing Cabinets	6.00	556.26	3,337.56				6.00	556.26	3,337.56
2	2 Way Radios	40.00	82.92	3,316.80	40.00	82.92	3,316.80			
3	4 Drawer Filing Cabinets	10.00	613.73	6,137.30				10.00	613.73	6,137.30
4	Beam Seating, 4 Seat, Lobby	5.00	633.32	3,166.60				5.00	633.32	3,166.60
5	Book Shelves 4 tier	14.00	202.05	2,828.70				14.00	202.05	2,828.70
6	Computer System	10.00	1,734.10	17,341.00	10.00	1,734.10	17,341.00			
7	Die Cut	2.00	376.98	753.96				2.00	376.98	753.96
8	Display Case	9.00	3,664.28	32,978.52				9.00	3,664.28	32,978.52
9	Multimedia Projector	3.00	2,058.33	6,174.99				3.00	2,058.33	6,174.99
10	Outdoor Receptacle - Side Openings	20.00	250.30	5,006.00				20.00	250.30	5,006.00
11	Paper Dispenser (Butcher Paper Rack)	5.00	98.02	490.10				5.00	98.02	490.10
12	Paper Shredder	8.00	221.67	1,773.36				8.00	221.67	1,773.36
13	Printer & Scanner	9.00	316.65	2,849.85	9.00	316.65	2,849.85			
14	Refrigerator	1.00	1,095.14	1,095.14	1.00	1,095.14	1,095.14			
15	Round Steel Wastebasket, 20 Ga	16.00	67.47	1,079.52	16.00	67.47	1,079.52			
16	Round Steel Wastebasket, 20 Ga	90.00	67.47	6,072.30	90.00	67.47	6,072.30			
17	Table, Adjustable Height, 30" x 72"	22.00	239.76	5,274.72	10.00	239.76	2,397.60	12.00	239.76	2,877.12
18	Analog/VOIP Business Telephones for all offices & classrooms	1.00	2,064.74	2,064.74	1.00	2,064.74	2,064.74			
PRINCIPAL										
19	Boat Shape Conference Table	2.00	1,602.60	3,205.20				2.00	1,602.60	3,205.20
20	Legal Size 4 Drawer 512CP	5.00	613.73	3,068.65				5.00	613.73	3,068.65
21	Letter Size 2 Drawer 514CP	2.00	459.92	919.84				2.00	459.92	919.84
22	Metal 4-tier shelves	4.00	391.99	1,567.96				4.00	391.99	1,567.96
23	Storage Cabinet 30"x15"x66"	10.00	488.71	4,887.10				10.00	488.71	4,887.10
24	Student Chairs 18"									
25	White boards 4x6	13.00	376.74	4,897.62	13.00	376.74	4,897.62			
26	Conference Mid Back Chair	48.00	376.98	18,095.04	48.00	376.98	18,095.04			
27	Portable White Board	8.00	482.54	3,860.32	4.00	482.54	1,930.16	4.00	482.54	1,930.16
ASSISTANT PRINCIPAL										

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FOR OPTIC		FINAL BID SCHEDULE 05.08.2009			FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORITY		
JFK High School	Item Description	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
28	Legal Size 4 Drawer 512CP	19.00	628.94	11,949.86				19.00	628.94	11,949.86
29	Legal Size 2 Drawer 514CP	19.00	459.92	8,738.48				19.00	459.92	8,738.48
30	Megaphone	8.00	64.69	517.52	8.00	64.69	517.52			
31	Metal 4-tier shelves	8.00	391.99	3,135.92				8.00	391.99	3,135.92
32	Round Table, 48" Dia, Adjustable Height	5.00	254.84	1,274.20				5.00	254.84	1,274.20
33	Storage Cabinet 30"x15"x66"	8.00	488.71	3,909.68				8.00	488.71	3,909.68
34	Student Chairs 18"	20.00	113.10	2,262.00	20.00	113.10	2,262.00			
35	White boards 4x6	11.00	376.74	4,144.14	11.00	376.74	4,144.14			
COUNSELORS										
36	2 Drawer File Cabinet	2.00	532.18	1,064.36				2.00	532.18	1,064.36
37	4 Drawer File Cabinet	16.00	613.73	9,819.68	16.00	613.73	9,819.68			
38	4 drawer lateral file (30"W x 19 1/4"D x 53 1/4"H) Hon Catalog pg. 167									
39	4 drawer lateral file in charcoal (36"W x 19 1/4"D x 53 1/4"H) Hon Catalog pg. 166									
40	Beam Seating, 4 Seat, Lobby									
41	Metal Book Shelf 4-tier	8.00	391.99	3,135.92				8.00	391.99	3,135.92
42	Student Chair 18"	20.00	113.10	2,262.00	20.00	113.10	2,262.00			
43	Teacher Chair	9.00	294.05	2,646.45	9.00	294.05	2,646.45			
44	Teacher Desk	8.00	506.65	4,053.20	8.00	506.65	4,053.20			
45	Whiteboard, Portable 3' x 6',MR-736	4.00	376.74	1,506.96	4.00	376.74	1,506.96			
STAFF LIBRARY TECH/CLERKS										
46	2 Drawer File Cabinet									
47	4 Drawer File Cabinet									
48	Bulletin Board 60" x 36"									
49	Metal Book Shelf 4-tier									
50	Student Chairs									
51	Teacher Chair									
52	Teacher's Desk									
ADMIN OFFICE										
53	2 Drawer File Cabinet	5.00	652.60	3,263.00				5.00	652.60	3,263.00
54	4 Drawer File Cabinet	8.00	613.73	4,909.84	8.00	613.73	4,909.84			
55	Binding Machine System	1.00	450.87	450.87				1.00	450.87	450.87
56	Bulletin Board 60" x 36"	1.00	376.74	376.74				1.00	376.74	376.74
57	Cash Box	4.00	51.27	205.08				4.00	51.27	205.08
58	Electronic Safe	1.00	687.62	687.62				1.00	687.62	687.62
59	Key Box Storage, Hold 240 Keys, #k-240	2.00	340.42	680.84				2.00	340.42	680.84
60	Laminating Machine	4.00	452.31	1,809.24				4.00	452.31	1,809.24

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FOR OPTIC

JFK High School	Item Description	FINAL BID SCHEDULE 05.08.2009			LIST FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIOR		
		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total C
61	Metal Book Shelf 4-tier	4.00	391.99	1,567.96				4.00	391.99	1
62	Paper Shredder	2.00	221.67	443.34				2.00	221.67	
63	Paper Trimmer	3.00	211.10	633.30				3.00	211.10	
64	Storage Cabinet, Metal 36x18x72, #FH-183	18.00	322.62	5,807.16				18.00	322.62	5
65	Teacher Chair	6.00	294.05	1,764.30	6.00	294.05	1,764.30			
66	Teacher Desk	6.00	506.65	3,039.90	6.00	506.65	3,039.90			
67	Whiteboard	2.00	376.74	753.48	2.00	376.74	753.48			
COMPUTER OPERATOR ON LINE										
68	Columbia School Computer System									
69	EPSON DFX 8500	3.00	1,350.86	4,052.58	3.00	1,350.86	4,052.58			
70	Surge Protectors	60.00	41.46	2,487.60	60.00	41.46	2,487.60			
71	Zip Drives, Iomega 750Mb									
ELECTRICIAN										
72	2 Drawer File Cabinet	2.00	676.69	1,353.38				2.00	676.69	1,
73	4 Drawer File Cabinet	4.00	613.73	2,454.92				4.00	613.73	2,
74	Storage Cabinet, Metal 36x18x72, #FH-183	2.00	488.57	977.14				2.00	488.57	
75	Teacher Chair	2.00	294.05	588.10	2.00	294.05	588.10			
76	Teacher Desk	2.00	506.65	1,013.30	2.00	506.65	1,013.30			
77	Sink for Classrooms									
NURSE OFFICE										
1	2 Drawer File Cabinet	4.00	561.08	2,244.32				4.00	561.08	2,
2	4 Drawer File Cabinet	4.00	613.73	2,454.92	4.00	613.73	2,454.92			
3	Balance Beam Scale	3.00	217.14	651.42	3.00	217.14	651.42			
4	Biohazard Waste Disposal	5.00	209.08	1,045.40	5.00	209.08	1,045.40			
5	BMI Scale, SECA 703 Electronic Measuring Station	4.00	655.95	2,623.80				4.00	655.95	2,
6	Carts	2.00	252.60	505.20				2.00	252.60	
7	Dryer	4.00	422.21	1,688.84				4.00	422.21	1,
8	Emergency carts, Medical Supply #73449	4.00	1,250.08	5,000.32				4.00	1,250.08	5,
9	Exam Light	5.00	137.66	688.30				5.00	137.66	
10	First Aid Couch	3.00	420.70	1,262.10	3.00	420.70	1,262.10			
11	Folding Portable Curtain	5.00	791.67	3,958.35				5.00	791.67	3,
12	Narcotics Cabinet	3.00	541.35	1,624.05	3.00	541.35	1,624.05			
13	Oto / Ophthalmoscope Set	5.00	211.10	1,055.50				5.00	211.10	1,
14	Refrigerator	7.00	1,095.14	7,665.98	3.00	1,095.14	3,285.42	4.00	1,095.14	4,

HSC

FOR OPTIC		FINAL BID SCHEDULE 05.08.2009			FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORITY		
JFK High School	Item Description	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
Item No.										
15	Sphygmomanometer (Blood Premeure Cuffs)	6.00	51.27	307.62	6.00	51.27	307.62			
16	Steel Step-On-Can, 12 Gallon	1.00	274.22	274.22	1.00	274.22	274.22			
17	Steel Step-On-Can, 24 Gallon	6.00	340.24	2,041.44	6.00	340.24	2,041.44			
18	Stethoscopes, Sprague Rappaport-Type	5.00	18.10	90.50	5.00	18.10	90.50			
19	Storage Cabinet, Metal 36x18x72, #FH-183	3.00	488.57	1,465.71	3.00	488.57	1,465.71			
20	Stretcher, Transport	2.00	1,657.22	3,314.44	2.00	1,657.22	3,314.44			
21	Strecher, Aluminum Break-Apart#JAS400	5.00	390.56	1,952.80				5.00	390.56	1,952.80
22	Teacher Chair	5.00	294.05	1,470.25	5.00	294.05	1,470.25			
23	Teacher Desk	20.00	506.65	10,133.00	20.00	506.65	10,133.00			
24	Thermometer	15.00	30.16	452.40	15.00	30.16	452.40			
25	Towel Dispenser, C-Fold	5.00	25.25	126.25	5.00	25.25	126.25			
26	Vision Screening Instrument									
27	Washer	5.00	557.94	2,789.70				5.00	557.94	2,789.70
28	Washer Dispensor (Hot, Cold & Room Temp)	10.00	150.79	1,507.90				10.00	150.79	1,507.90
29	Wheel Chairs	3.00	239.76	719.28	3.00	239.76	719.28			
30	Crutches, Adjustable	4.00	28.07	112.28				4.00	28.07	112.28
31	16" Standing Fan	30.00	57.70	1,731.00				30.00	57.70	1,731.00
32	Shower Curtain	48.00	33.25	1,596.00				48.00	33.25	1,596.00
33	Blanket	20.00	43.75	875.00				20.00	43.75	875.00
1	Cafeteria Table	35.00	3,986.29	139,520.15	35.00	3,986.29	139,520.15			
2	Utility Cart	4.00	308.85	1,235.40				4.00	308.85	1,235.40
	Can opener									
3	Teaspoon, Stainless Steel	500.00	4.51	2,255.00	500.00	4.51	2,255.00			
4	Dinner Fork, Stainless Steel	500.00	4.51	2,255.00	500.00	4.51	2,255.00			
5	Melamine Six Compartment Tray	1,000.00	7.55	7,550.00	1,000.00	7.55	7,550.00			
6	Serving Spoon	10.00	1.95	19.50				10.00	1.95	19.50
7	Serving Spoon, Slotted	10.00	1.72	17.20				10.00	1.72	17.20
8	Ladle, 14-1/2", 4 oz	5.00	33.16	165.80				5.00	33.16	165.80
9	Dial Thermometers, Pocket Test	3.00	13.56	40.68				3.00	13.56	40.68
10	Serving Tongs, 16"	5.00	15.07	75.35				5.00	15.07	75.35
11	Disher, Scooper, Size 6	5.00	19.68	98.40				5.00	19.68	98.40
12	Cutting Board	4.00	81.42	325.68				4.00	81.42	325.68
13	Scales	1.00	244.15	244.15				1.00	244.15	244.15
14	Trash Cans	10.00	28.93	289.30	10.00	28.93	289.30			
15	Mop Bucket & Wringer	5.00	78.40	392.00				5.00	78.40	392.00

ASC

FOR OPTIC

JFK High School	Item Description	FINAL BID SCHEDULE 05.08.2009			LIST FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIORITY		
		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost
16	Measuring Spoon Set	2.00	8.52	17.04				2.00	8.52	
17	Measuring 4 quart w/ handle	1.00	19.59	19.59				1.00	19.59	
18	16 quart Heavy Weight Colander	1.00	159.83	159.83				1.00	159.83	
19	12" x 18" x 6" Food Storage Boxes w/ lids									
20	Full Size 4" Deep Stainless Steel Steam Pan's w/ cover	8.00	108.80	870.40				8.00	108.80	
21	Platform Trucks (70" Length x 40" Width)	3.00	1,337.64	4,012.92	3.00	1,337.64	4,012.92			
22	6' x 4' Non-slip Rubber Mat for entrance way	28.00	180.94	5,066.32	28.00	180.94	5,066.32			
1	60 DIA x 29 in Brodart #60-850-000	7.00	2,323.84	16,266.88				7.00	2,323.84	16
2	AV Carts 44"	18.00	315.16	5,672.88				18.00	315.16	5
3	Cam Corder, Panasonic Palm corder Mini DV Digital	2.00	301.56	603.12				2.00	301.56	
4	Card Catalog Cabinets	5.00	414.68	2,073.40				5.00	414.68	2
5	CD/ Cassetter Player	4.00	165.80	663.20				4.00	165.80	
6	Circulation Desk System	10.00	1,236.51	12,365.10				10.00	1,236.51	12
7	Computer System	3.00	1,734.10	5,202.30	3.00	1,734.10	5,202.30			
8	Digital Camera	3.00	158.32	474.96				3.00	158.32	
9	Diversity Stand	1.00	287.94	287.94				1.00	287.94	
10	Library Automation Software, Book Bar Coder and Scanner	1.00	1,432.39	1,432.39	1.00	1,432.39	1,432.39			
11	Library Security System	3.00	2,999.21	8,997.63	3.00	2,999.21	8,997.63			
12	Multimedia Projector	49.00	2,058.33	100,858.17				49.00	2,058.33	100
13	Newspaper Displayers	4.00	180.88	723.52				4.00	180.88	
14	Overhead Projector Cart	2.00	223.17	446.34				2.00	223.17	
15	Paper Dispenser (Butcher Paper Rack)	3.00	98.02	294.06				3.00	98.02	
16	Periodical Displayers	3.00	640.80	1,922.40				3.00	640.80	1
17	Portable White Board	5.00	482.54	2,412.70				5.00	482.54	2
18	Printer & Scanner	24.00	316.65	7,599.60				24.00	316.65	7
19	Projector - Overhead 3m									
20	Revolver	20.00	251.32	5,026.40				20.00	251.32	5
21	Round Folding Table	50.00	2,261.90	113,095.00	50.00	2,261.90	113,095.00			
22	Student Chair 18"	100.00	113.10	11,310.00	100.00	113.10	11,310.00			
23	Table, Adjustable Height, 30" x 72"	15.00	224.68	3,370.20	15.00	224.68	3,370.20			
24	Traditional Single-Sided Book Truck	3.00	247.23	741.69				3.00	247.23	
25	Tripod Projector Screens	6.00	420.71	2,524.26				6.00	420.71	2
26	Tripods for Video Camcorder	4.00	28.95	115.80				4.00	28.95	
27	TV - 27 in.	20.00	753.97	15,079.40				20.00	753.97	15

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FOR OPTIC

JFK High School	Item Description	FINAL BID SCHEDULE 05.08.2009			LIST FROM GSA AIRFREIGHT PRIORITY (1)			LIST FROM GSA 2ND PRIOR		
		Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total C
28	VHS/DVD Player	20.00	223.17	4,463.40				20.00	223.17	4
29	Width stick									
REPLACEMENT										
30	2 Drawer File Cabinet	3.00	583.79	1,751.37				3.00	583.79	1
31	4 Drawer File Cabinet	5.00	613.73	3,068.65				5.00	613.73	3
32	Storage Cabinet	6.00	488.71	2,932.26				6.00	488.71	2
33	Teacher Chair	4.00	294.05	1,176.20	4.00	294.05	1,176.20			
34	Teacher Desk									
35	Projector Screen (ceiling mounted 120"/PSBC120) - for each classroom	90.00	799.19	71,927.10				90.00	799.19	71
STATIONERY										
1	Trash Cans	20.00	219.03	4,380.60	20.00	219.03	4,380.60			
2	Mop Bucket & Wringer	6.00	78.40	470.40	6.00	78.40	470.40			
3	Platform Trucks (70" Length x 40" Width)	3.00	1,337.64	4,012.92	3.00	1,337.64	4,012.92			
4	Water Dispenser (Hot, Cold & Room Temp.)	1.00	345.32	345.32	1.00	345.32	345.32			
5	MEDI CAN STEP CAN, RED PLASTIC LINER	90.00	83.69	7,532.10	90.00	83.69	7,532.10			
6	enMotion Impulse Dispenser Blue	10.00	98.02	980.20	10.00	98.02	980.20			
7	20" 1500 RPM HIGH SPEED BURNISHER	2.00	1,769.73	3,539.46				2.00	1,769.73	3
8	20" PAD HOLDER W/ RISER PLASTIC	2.00	191.80	383.60				2.00	191.80	
9	LevRMatic Roll Towel Dispenser	15.00	191.66	2,874.90	15.00	191.66	2,874.90			
10	Betco Winning Hands Refillable Foaming Soap Dispenser	50.00	101.33	5,066.50	50.00	101.33	5,066.50			
OTHER										
1	Computer System in Electronics (Amendment #03)	21.00	1,734.10	36,416.10	21.00	1,734.10	36,416.10			
TOTAL COST				3,824,741.91			2,559,708.67			1,265
ESTIMATED LANDING COST (40ft container x 16ea)		1.00	119,258.09	119,258.09			79,813.48			39
LANDED COST				3,944,000.00			2,639,522.15			1,304

ASC

I MINA'TRENTA NA LIHESLATURAN GUÅHAN
2009 (FIRST) Special Session

2009 MAR 31 AM 9:45

Bill No. / (2-5)

Introduced by:

Committee on Rules, Natural Resources, Federal, Foreign, and Micronesian Affairs

By request of *T Maga'tahen Guåhan* in accordance with the Organic Act of Guam.

AN ACT TO *AMEND* ARTICLE 8 OF CHAPTER 51 OF TITLE 10, GUAM CODE ANNOTATED, RELATIVE TO AUTHORIZING THE GOVERNMENT OF GUAM TO ISSUE BONDS FOR THE PURPOSE OF FINANCING FACILITIES OF THE SOLID WASTE MANAGEMENT SYSTEM, AND APPROVING THE TERMS AND CONDITIONS OF THE ISSUANCE OF ONE (1) OR MORE SERIES OF BONDS PURSUANT TO SUCH ARTICLE TO PAY THE COSTS OF A NEW LANDFILL AND THE CLOSURE OF THE ORDOT DUMP AND RELATED SYSTEM COSTS; TO *AMEND* SECTION 24102(f) AND SECTION 24103 OF ARTICLE 1 OF CHAPTER 24 OF TITLE 11, GUAM CODE ANNOTATED, RELATIVE TO THE VALUATION OF PROPERTY SUBJECT TO REAL PROPERTY TAXATION; TO *AMEND* SECTION 1512.1 OF CHAPTER 1 OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE ISSUANCE OF BONDS TO FINANCE CERTAIN GENERAL FUND EXPENSES; AND TO *AMEND* SECTION 58A109 OF CHAPTER 58A OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE PLEDGE OF SECTION 30 REVENUES TO SECURE THE OBLIGATION TO MAKE LEASE PAYMENTS RELATING TO THE FINANCING OF A HIGH SCHOOL TO REPLACE JOHN F. KENNEDY HIGH SCHOOL.

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1.** Section 51802 of Article 8 of Chapter 51 of Title 10, Guam
3 Code Annotated, is hereby *amended* to read as follows:

4 **"§51802. Definitions.** The following terms wherever used *or*
5 referred to in this Article *or* in any indenture entered into pursuant hereto

1 (except to the extent modified therein in accordance with this Article) shall
2 have the following meanings, respectively, unless a different meaning
3 appears from the context:

4 (a) *Bonds* means an instrument of indebtedness, whether in
5 the form of bonds, notes *or* another such instrument, issued by the
6 government and providing for repayment of the principal amount of
7 the indebtedness, plus interest, over a specified timeframe.

8 (b) *Bondholder or holder of bonds, or any similar term,*
9 means any person who shall be:

10 (1) the bearer of any outstanding bond *or* bonds
11 registered to bearer *or not* registered; or

12 (2) the registered owner of any such outstanding bond
13 *or* bonds which shall at the time be registered other than to
14 bearer.

15 (c) *Department* means the Department of Public Works,
16 acting on behalf of the government of Guam.

17 (d) *Director* means the Director of the Department of Public
18 Works.

19 (e) *Guam Solid Waste Management and Litter Control Act*
20 means Chapter 51 of Title 10 of the Guam Code Annotated.

21 (f) *Indenture* means an agreement pursuant to which bonds
22 are issued, regardless of whether such agreement is expressed in the
23 form of a certificate of the Governor of Guam (*I Maga'lahañ Guåhan*)
24 *or* by other instrument.

25 (g) *Organic Act* means the Organic Act of Guam, as
26 amended, and in effect on the effective date of this Article (Title 48,
27 §1421 et seq. of the United States Code).

1 (h) *Person* includes any individual, firm, corporation,
2 association, partnership, trust, business trust *or* receiver *or* trustee *or*
3 conservator for any thereof, and also includes the United States, Guam
4 *or* any public corporation, political subdivision, city, county *or* district
5 *or* any agency *or* instrumentality of the United States *or* of Guam.

6 (i) *Pledged revenue* means any revenue of the system and
7 any General Fund revenue, including any Section 30 revenue, pledged
8 to the payment of bonds.

9 (j) *Rates, fees and charges* means all rates, fees and charges
10 (including tipping fees, residential pick-up fees, collection fees, self-
11 drop fees and all other solid waste management service charges),
12 received *or* receivable by *or* on behalf of the *Department* for
13 providing solid waste management services.

14 (k) *Revenue of the system* means all gross income and other
15 amounts received by *or* on behalf of the Department as revenues of
16 any kind from the ownership *or* operation of any part of the system,
17 including all rates, fees and charges received by the Department, and
18 all proceeds of insurance *or* grants covering business interruption loss
19 (and related losses and expenses) relating to the system, and all other
20 income and revenue howsoever derived by the *Department* from the
21 ownership *or* operation of, *or* arising from, the system, together with
22 all interest, profits *or* other income derived from the investment of
23 amounts in the Solid Waste Operations Fund, to be deposited to the
24 Solid Waste Operations Fund in accordance with §51833, Title 10,
25 Guam Code Annotated.

1 (l) Section 30 revenue means revenues derived by the
2 government of Guam under Section 30 of the Organic Act (Title 48,
3 §1421h of the United States Code).

4 (m) *Solid Waste Operations Fund* means the fund by that
5 name established pursuant to §51118(f), Title 10, Guam Code
6 Annotated.

7 (n) *System* means the solid waste management system, now
8 *or* hereafter existing, owned and/or operated by the *Department* *or* its
9 contractors, agents *or* subcontractors, including, but *not limited to*,
10 landfills (whether closed *or* open and including Ordot Dump), transfer
11 stations, recycling facilities, collection trucks, appurtenant equipment
12 such as scales, ground water monitoring equipment and pollution
13 control equipment, and administrative facilities supporting the
14 provision of solid waste management services, including facilities for
15 payroll, billing and collections. ~~Notwithstanding this *or* any other~~
16 ~~provision of law, the authorization to enter into a privatization,~~
17 ~~partnership, *or* contract by the *Department* for the operation of the~~
18 ~~system *shall* require a cost benefit analysis and economic impact~~
19 ~~study, and legislative approval.~~

20 (o) *System operation and maintenance costs* means such
21 reasonable and necessary current expenses of the *Department*, paid *or*
22 accrued, for operation, maintenance and repair of the system,
23 including, without limiting the generality of the foregoing:

24 (1) legal and overhead expenses of the *Department*
25 directly related and reasonably allocable to the administration
26 of the system;

1 (2) fidelity bond and insurance premiums appertaining
2 to the system *or* a reasonably allocable share of a premium of
3 any blanket bond *or* policy pertaining to the system;

4 (3) contractual services, professional services, salaries,
5 administrative expenses, and costs of labor appertaining to the
6 system; and

7 (4) the costs incurred in the collection of all *or* any
8 part of the revenues.

9 (p) *United States* means the United States of America."

10 **Section 2.** Section 51803 of Article 8 of Chapter 51 of Title 10, Guam
11 Code Annotated, is hereby *amended* to read as follows:

12 **"§51803. Power to Incur Indebtedness.** *I Maga'lahaen Guåhan,*
13 *through the agency of the Guam Economic Development Authority pursuant*
14 *to §50103(k), Title 12, Guam Code Annotated, and with the approval of I*
15 *Lihe slaturan Guåhan* by statute, has the power and is hereby authorized, in
16 addition to all other powers conferred by the Guam Solid Waste
17 Management and Litter Control Act *or* any other provision of this Chapter
18 *or* by any law of Guam *or* of the United States, to incur indebtedness on
19 behalf of the government of Guam, by the issuance of bonds pursuant to this
20 Article to raise funds for the purpose of acquiring, constructing, improving,
21 equipping, maintaining, repairing, renewing, replacing, reconstructing *or*
22 insuring the system, *or* any part thereof, *or* to reimburse the government for
23 its payment, ~~after the date of this legislation,~~ of such system bond costs, *or*
24 for the purpose of refunding any such system bonds *or* any other *prior*
25 obligations of the government issued for any of such system purposes, *or* for
26 any combination of such system purposes for which bonds may be issued
27 and secured as provided in this Article; ~~provided, however, that bonds may~~

1 ~~not be issued in an amount that will cost a violation of the debt limitation~~
2 ~~provisions of Section 11 of the Organic Act (§1423a, Title 48, U.S. Code).~~

3 It is hereby declared that the system and each facility of the system is
4 and *shall* be a public improvement *or* undertaking as that term is used in
5 Section 11 of the Organic Act (§1423a, Title 48, U.S. Code). Indebtedness
6 issued by the government pursuant to this Article that is payable only from
7 funds in the Solid Waste Operations Fund available therefor and from
8 revenue of the system will *not* be and *shall not* be deemed to be public
9 indebtedness of Guam as that term is used in said Section 11. Indebtedness
10 that is issued by the government pursuant to this Article and that is payable
11 from ~~both~~ either Section 30 revenue or the General Fund ~~and revenue of the~~
12 ~~system constitutes a general obligation of the government pursuant to Title~~
13 ~~10, Guam Code Annotated, §51823, and may not be issued in an amount that~~
14 ~~would cause a violation of the debt limitation provisions of said Section 11.~~

15 *No obligation that is undertaken by the government pursuant to this*
16 *Article and that is secured solely by a pledge of revenue of the system shall*
17 *be or become a lien, charge or liability against the government of Guam or*
18 *against the Department or against any property or funds of the government*
19 *of Guam or the Department, except to the extent of the pledge of pledged*
20 *revenue of the system provided by the indenture and any pledge of the full*
21 *faith and credit of the government of Guam pursuant to Section 51822.5 of*
22 *this Article."*

23 **Section 3.** Section 51804 of Article 8 of Chapter 51 of Title 10, Guam
24 Code Annotated, is hereby *amended* to read as follows:

25 **"§51804. Powers of Department.** Notwithstanding any provision
26 of law *or* regulation, the *Department* has power and is hereby authorized, in
27 addition to all other powers conferred upon the *Department* by the Guam

1 Solid Waste Management and Litter Control Act *or* any other provision of
2 this Chapter *or* by any law of Guam, to exercise any *or* all of the powers
3 granted to the *Department* by this Article. The *Department* has jurisdiction
4 over and may collect and transport to permitted solid waste facilities, *or*
5 contract for the collection and transportation to permitted solid waste
6 facilities, of solid waste from all individual dwelling units, single-family
7 residences, duplexes, and government-managed housing units *or* residences.
8 ~~The *Department* does not have jurisdiction over the collection and~~
9 ~~transportation of solid waste from any hotels, commercial *or* industrial~~
10 ~~establishments, and government agencies, *or* from any multiple dwelling~~
11 ~~units other than duplexes.~~ The *Department* may operate the Ordot Dump, *or*
12 it may contract for the operation of the Ordot Dump, in accordance with
13 Guam law and its permit under this Chapter. The *Department* may contract
14 for the operation of the landfill.

15 The *Department* may also operate, *or* contract for the operation of, all
16 other permitted solid waste management facilities and operations *not*
17 addressed above and within the policy guidelines of the Integrated Solid
18 Waste Management Plan. Any such contract for the operation of the Ordot
19 Dump *or* the landfill may be entered into pursuant hereto *or* pursuant to
20 Article 9 of this Chapter and may be with any person *or* corporation duly
21 qualified to provide such services, whether public *or* private, domestic *or*
22 foreign. Notwithstanding this *or* any other provision of law, the
23 authorization to enter into a privatization, partnership, *or* contract by the
24 *Department* for the operation of the system *shall* require a cost benefit
25 analysis, economic impact study, and legislative approval."

26 **Section 4.** Section 51805 of Article 8 of Chapter 51 of Title 10, Guam
27 Code Annotated, is hereby *amended* to read as follows:

1 **"§51805. Rates, Fees and Charges; Refunds.** Notwithstanding
2 any provision of law *or* regulation to the contrary, the *Department* is
3 authorized to establish and modify from time to time, with prior approval by
4 the Public Utilities Commission, reasonable rates, fees and charges for solid
5 waste services at least adequate to cover the full cost of such services,
6 including the costs of debt service for capital improvements of permitted
7 solid waste facilities, and to collect money from all users *or* customers, and
8 to refund charges collected in error. Rates, fees and charges may be
9 collected before *or* after the provision of the service for which they are
10 charged.

11 *Except* to the extent otherwise permitted *or* required by an indenture
12 pursuant to which bonds are issued, rates, fees and charges, together with
13 other moneys made available to the Department for such purposes, *shall* at
14 all times be fixed to yield annual revenue of the system at least equal to the
15 sum of annual principal payments and interest charges on all bonds then
16 outstanding, all coverage and reserve fund requirements relating to such
17 bonds, any obligations undertaken pursuant to Article 9 of this Chapter, and
18 the annual system operation and maintenance costs ~~and expenses incurred in~~
19 ~~connection with any such advance.~~

20 An indenture, lease *or* contract of indebtedness may provide for
21 payment from revenue of the system of refunds of rates and charges that are
22 collected in error and that are refundable by the Department."

23 **Section 5.** Section 51811 of Article 8 of Chapter 51 of Title 10, Guam
24 Code Annotated, is hereby *amended* to read as follows:

25 **"§51811. Covenants and Agreements That May be Contained**
26 **in Indenture.** An indenture pursuant to which bonds are issued may include
27 any and all covenants and agreements on the part of the government as *I*

1 Maga'lahaen Guåhan deems necessary *or* advisable, including, without
2 limiting the generality of the foregoing, any one (1) *or* more of the
3 following:

4 (a) A provision that payments of principal and interest of
5 bonds shall be secured by a pledge of all *or* by part of the revenue of
6 the system *or* the Section 30 revenue *or* both; ~~A provision specifying~~
7 ~~the security for payments of principal and interest of bonds.~~

8 (b) Provisions creating one (1) *or* more funds *or* accounts
9 into which all *or* any part of pledged revenue *shall* be deposited:

10 (1) for payment of the principal of and interest on
11 bonds at *or* prior to maturity; *or*

12 (2) for reserve *or* sinking funds for the further security
13 of bonds.

14 (c) A provision requiring the government to operate the
15 system continuously, to the extent reasonably practicable under
16 conditions as they may from time to time exist, in an efficient and
17 economical manner.

18 (d) A provision requiring the government to maintain the
19 system and to make all necessary repairs, renewals and replacements
20 to the system and to keep the system at all times in good working
21 order and condition.

22 (e) A provision requiring the government to preserve and
23 protect the security of the bonds and the rights of the holders thereof
24 and to warrant and defend such rights.

25 (f) A provision requiring the government to pay and
26 discharge *or* cause to be paid and discharged all lawful claims for
27 labor, materials and supplies *or* other charges which, *if* unpaid, might

1 become a lien *or* charge upon pledged revenue *or* any part thereof, *or*
2 which might impair the security of the bonds.

3 (g) A provision which limits, restricts *or* prohibits any right,
4 power *or* privilege of the government to mortgage *or* otherwise
5 encumber, sell, lease *or* dispose of the system *or* any part thereof, in
6 any manner that impairs *or* impedes the operation of the system *or*
7 any part thereof necessary to secure adequate pledged revenue *or* that
8 otherwise impairs *or* impedes the right of the holders of bonds *or*
9 other obligations with respect to such pledged revenue.

10 (h) A provision requiring the government, with the prior
11 approval of the Guam Public Utilities Commission, to fix, prescribe
12 and collect annually rates *or* other charges in connection with the
13 solid waste management services furnished from the system which,
14 together with other available revenues, including, to the extent
15 provided by an indenture, Section 30 revenue, will be:

16 (1) sufficient to pay the principal of and interest on the
17 bonds as they become due and payable, together with such
18 additional sums as may be required for any bond reserve fund
19 *or* account *or* other fund *or* account created by the indenture for
20 the security of such bonds;

21 (2) sufficient to pay any payments due under any lease
22 *or* lease-back entered into pursuant to Article 9 of this Chapter;

23 (3) sufficient to pay the annual system operation and
24 maintenance costs; and

25 (4) in such additional amount as *shall* be provided in
26 the indenture for the further security *or* protection of such
27 bonds.

1 (i) A provision for a rate stabilization fund.

2 ~~(j)~~(j) A provision that *no* solid waste management service *shall*
3 be furnished free of charge to any person, *except* to the extent permitted
4 by the indenture.

5 ~~(k)~~(k) A provision requiring the government to hold *or* cause to
6 be held in trust the pledged revenue *or* any part thereof, *or* to any fund
7 *or* account created by any indenture for the further security *or*
8 protection of such bonds and to apply such pledged revenue *or* cause
9 it to be applied only as provided in the indenture and to invest all *or*
10 any part of such pledged revenue pending such application in such
11 securities and subject to such limitations as are specified in the
12 indenture.

13 ~~(l)~~(l) A provision defining the power of the government in
14 applying the proceeds of the sale of any issue of bonds for the
15 acquiring, constructing *or* completing of the system *or* any part
16 thereof.

17 ~~(m)~~(m) A provision permitting the government to issue
18 additional bonds *or* to enter into one (1) *or* more lease-back
19 obligations pursuant to Article 9 of this Chapter, in each case equally
20 secured with bonds theretofor issued under the indenture and lease-
21 back obligations previously entered into, for the purpose of acquiring,
22 constructing *or* completing, improving *or* extending the system *or* any
23 part thereof, *or* for the purpose of refunding any *prior* bonds *or* any
24 other *prior* obligations of the government relating to the system; and a
25 provision limiting the power of the government to issue any additional
26 bonds so secured *or* any other additional bonds for such purpose.

1 ~~(m)~~(n) A provision requiring, specifying *or* limiting the kind,
2 amount and character of insurance (or any reserve fund *or* funds in
3 lieu of insurance) to be maintained by the government on the system
4 *or* any part thereof and the use and disposition of the proceeds of any
5 such insurance thereafter collected *or* of the moneys in any such
6 reserve fund.

7 ~~(n)~~(o) A provision specifying the events of default and the
8 terms and conditions upon which any *or* all of the bonds then *or*
9 thereafter issued may become *or* be declared due and payable *prior* to
10 maturity, and the terms and conditions upon which such declaration
11 and its consequences may be waived.

12 ~~(o)~~(p) A provision designating the rights, limitations, powers
13 and duties arising upon breach by the government of any of the
14 covenants, conditions *or* obligations contained in the indenture.

15 ~~(p)~~(q) A provision prescribing a procedure by which the terms
16 and conditions of the indenture may be subsequently amended *or*
17 modified with the consent of the government and the vote *or* written
18 consent of the holders of a specified principal amount *or* specified
19 proportion of the bonds issued and outstanding, including provisions
20 for meetings of bondholders and for the manner in which the consent
21 of the bondholders may be given and specifically stating the effect of
22 such amendment *or* modification upon the rights of the holders of all
23 of the bonds.

24 ~~(q)~~(r) With respect to any provision relating to the modification
25 *or* amendment of an indenture, the government may agree that bonds
26 held by the government, the United States *or* any instrumentality of
27 either thereof (including every public corporation, political

1 subdivision, agency *or* instrumentality of any kind *or* class) *shall not*
2 be counted as outstanding bonds, *or* be entitled to vote *or* assent, but
3 *shall*, nevertheless, be subject to any such modification *or*
4 amendment.

5 (~~r~~)(s) A provision limiting the right of action by individual
6 bondholders in the event of a default by the government *or*
7 proscribing the procedure for the conduct of any such action by an
8 individual bondholder.

9 (~~s~~)(t) A provision permitting the government to purchase
10 outstanding bonds from any moneys *or* funds *or* accounts referred to
11 in the indenture *or* otherwise legally available for such purpose.

12 (~~t~~)(u) A provision for any working capital fund *or* account *or*
13 contingency fund *or* account relating to the system.

14 (~~u~~)(v) A provision for the replacement of lost, destroyed *or*
15 mutilated bonds.

16 (~~v~~)(w) A provision *or* provisions relating to such other acts and
17 matters as may be necessary *or* convenient *or* desirable in order to
18 better secure the bonds *or* to make the bonds more marketable."

19 **Section 6.** Section 51821 of Article 8 of Chapter 51 of Title 10, Guam
20 Code Annotated, is hereby *amended* to read as follows:

21 **"§51821. Payments Which May be Made Out of Proceeds of**
22 **Sale of Bonds.** The proceeds of sale of any bonds may be expended for any
23 one (1) *or* more of the following purposes, all as provided in the indenture
24 relating to such bonds:

25 (a) for payment of any costs *or* expenses of the acquisition,
26 construction *or* improvement of the system *or* any part thereof (including
27 any closed landfill *or* dump) *or* any costs *or* expenses incidental thereto,

1 including payment to the United States *or* any other public body for the
2 portion to be borne by the government of the cost of any work done by the
3 United States *or* such public body for *or* jointly *or* in conjunction with the
4 *Department*;

5 (b) for payment *or* reimbursement of any engineering, inspection,
6 legal, consultants' *or* paying agents' fees relating *or* incidental to:

7 (1) the acquisition, construction *or* improvement of the
8 system *or* any part thereof;

9 (2) the authorization, issue *or* sale of bonds; ~~or~~

10 ~~(3) professional technical services to prepare the technical~~
11 ~~specifications for a bid invitation for a Finance, Build, Operate, and~~
12 ~~Lease Back (FBOL) to meet the requirements for USEPA compliant~~
13 ~~municipal solid waste services on Guam, and for the evaluation of~~
14 ~~bids which have been submitted, and to provide its findings and~~
15 ~~recommendation to the Governor and the Legislature within one~~
16 ~~hundred eighty (180) days from enactment of the Act.~~

17 (c) for payment of any costs *or* expenses relating to the
18 authorization, issuance *or* sale of bonds;

19 (d) for deposit in any one (1) *or* more reserve funds *or* accounts in
20 lieu of insurance *or* in any working capital fund *or* account *or* contingency
21 fund *or* account relating to the system;

22 (e) for payment of interest on bonds during the projected period of
23 acquisition, construction *or* improvement of the system *or* any part thereof
24 for the acquisition, construction *or* improvement of which such bonds have
25 been issued and for a period *not to exceed* three (3) years thereafter;

26 (f) for deposit in any reserve *or* sinking fund; *or*

1 (g) for the payment of any prior bonds *or* other obligations of the
2 government issued for solid waste management purposes."

3 **Section 7.** Section 51822 of Article 8 of Chapter 51 of Title 10, Guam
4 Code Annotated, is hereby *amended* to read as follows:

5 **"§51822. Bonds May be Secured by Revenue of the System.** An
6 indenture may provide that payment of the bonds and the interest thereon
7 *shall* be secured by a pledge of and lien upon all *or* any portion of the
8 revenue of the system, subject to any parity lien created *or* to be created
9 pursuant to Article 9 of this Chapter. Any such pledge and lien *shall* be
10 valid and binding against all parties in accordance with its terms and have
11 priority against all parties in accordance with its terms from the time the
12 pledge is made, and property so pledged *shall* immediately be subject to the
13 lien of the pledge without the need for physical delivery, recordation filing
14 *or* other further act. The pledge *shall not* be subject to Division 9 of Title 13
15 of the Guam Code Annotated *or* any successor statute. The revenue of the
16 system pledged and thereafter received by the government *or* by any trustee,
17 depository *or* custodian *shall* be deposited in a separate subaccount of the
18 revenue account in the Solid Waste Operations Fund. The indenture by
19 which such pledge is created need *not* be recorded. All such pledged
20 revenue of the system is hereby appropriated for the purposes of paying the
21 principal and interest on the bonds issued pursuant to this Article.

22 Pledged revenue released from the lien of the indenture *or* certificate
23 pursuant to which the bonds are issued *shall* be available for any other
24 lawful purpose. *If* the bonds are secured *solely* by such a pledge of and lien
25 upon all *or* a portion of the revenue of the system, then *no* such bond and *no*
26 other obligation undertaken by the government under any indenture, lease *or*
27 other instrument relating to such bond *shall be or* become a lien, charge *or*

1 liability against the government of Guam *or* against the *Department or*
2 against any property *or* funds of the government of Guam *or* the
3 *Department, except* to the extent of the pledge of revenue of the system
4 provided by such indenture, lease *or* other instrument.—~~Every such bond~~
5 ~~shall contain a recital on its face stating that it is a limited obligation of the~~
6 ~~government of Guam and shall not be deemed to be secured by the faith and~~
7 ~~credit of the government of Guam."~~

8 **Section 8.** Section 51822.5 of Article 8 of Chapter 51 of Title 10, Guam
9 Code Annotated, is hereby *added* to read as follows:

10 "§51822.5. Bonds May be Secured by Section 30 Revenue. *If* and
11 to the extent determined by *I Maga'lahaen Guåhan*, all *or* any part of the
12 revenues derived by the government of Guam under Section 30 of the
13 Organic Act (Section 30 revenue) may be pledged to secure the payment of
14 any bonds issued pursuant to this Article, subject to any previously created
15 lien on *or* pledge of such Section 30 revenue and to any parity lien created
16 pursuant to Article 9 of this Chapter. Any such pledge *shall* be valid and
17 binding against all parties in accordance with its terms and have priority
18 against all parties in accordance with its terms from the time the pledge is
19 made, and property so pledged *shall* immediately be subject to the lien of the
20 pledge without the need for physical delivery, recordation, filing, *or* other
21 further act. The pledge *shall not* be subject to Division 9 of Title 13 of the
22 Guam Code Annotated *or* any successor statute. The Section 30 revenue
23 pledged and thereafter received by the government of Guam *or* by any
24 trustee, depository *or* custodian *shall* be deposited in accordance with the
25 provisions of the applicable indenture *or*, *if not* otherwise provided for in
26 such indenture, in a separate subaccount of the revenue account in the Solid
27 Waste Operations Fund. The indenture by which such pledge is created need

1 not be recorded. All Section 30 revenue so pledged is hereby appropriated
2 for the purpose for which it has been pledged. Pledged Section 30 revenue
3 released from the lien of the indenture or certificate pursuant to which the
4 bonds are issued shall be available for appropriation for any other lawful
5 purpose of the government. Indebtedness issued by the government
6 pursuant to this Article and that is payable from Section 30 revenue may not
7 be issued in an amount that would cause a violation of the debt limitation
8 provisions of Section 11 of the Organic Act."

9 **Section 9.** Section 51832 of Article 8 of Chapter 51 of Title 10, Guam
10 Code Annotated, is hereby *amended* to read as follows:

11 **"§51832. Construction Account.** The proceeds from the sale of
12 all bonds authorized by this Article (except for any refunding bonds) shall
13 be deposited to the credit of a Construction Account, which account is
14 hereby created within the Solid Waste Operations Fund. The money in the
15 account shall be expended in the manner provided by law for any of the
16 purposes authorized by this Article, including any *or* all of the purposes
17 specified by Title 10, Guam Code Annotated, §51821, and for such other
18 purposes, subject to the restrictions provided by law *or* by such indenture, as
19 may be authorized by such indenture."

20 **Section 10.** Section 51833 of Article 8 of Chapter 51 of Title 10, Guam
21 Code Annotated, is hereby *amended* to read as follows:

22 **"§51833. Revenue Account.** All revenue of the system and, to the
23 extent provided by an indenture or by Article 9 of this Chapter, the Section
24 30 revenue, shall be deposited to the credit of the applicable subaccount of
25 the Revenue Account, which account is hereby created within the Solid
26 Waste Operations Fund. The money in such subaccounts may be used for
27 any of the following purposes in the order of priority set forth in any

1 indenture as provided in Title 10, Guam Code Annotated, §51811(j) *or* any
2 lease *or* lease-back as provided in Article 9 of this Chapter:

3 (a) to pay principal *or* interest on any bonds *or* any other
4 obligations of the *Department*;

5 (b) to pay amounts due and owing under any lease *or* lease-
6 back entered into pursuant to Article 9 of this Chapter;

7 (c) to pay any amounts due and owing under any credit
8 provider reimbursement agreement;

9 (d) to pay the annual system operation and maintenance
10 costs; and

11 (e) for any other purposes of the system, as provided in any
12 indenture *or* indentures and subject to any restrictions provided by law
13 *or* any indenture."

14 **Section 11.** Section 51837 of Article 8 of Chapter 51 of Title 10, Guam
15 Code Annotated, is hereby *amended* to read as follows:

16 "**§51837. Credit Enhancement.** *I Maga'lahren Guåhan* is hereby
17 authorized to enter into such contracts *or* agreements, on behalf of the
18 government, with such banks, insurance companies *or* other financial
19 institutions as *I Maga'lahren Guåhan* determines are necessary *or* desirable
20 to improve the security and marketability of the bonds. Such contracts *or*
21 agreements may contain an obligation to reimburse, with interest, any such
22 banks, insurance companies *or* other financial institutions for advances used
23 to pay principal of *or* interest on the bonds and to indemnify any such banks,
24 insurance companies *or* other financial institutions for costs and expenses
25 incurred in connection with any such advance. Any such reimbursement
26 obligation and any other obligations of the government under such contracts
27 *or* agreements ~~*shall*~~ *may* be secured by a pledge of ~~the~~ pledged revenue ~~of~~

1 ~~the system~~, but *only if* and to the extent that such revenue ~~of the system~~ has
2 been pledged to the bonds. In the event that the bonds *shall* constitute the
3 valid and binding general obligations of the government pursuant to Title 10,
4 Guam Code Annotated, §51823, any such reimbursement obligations *shall*
5 be general obligations of the government of Guam and any such advance, *if*
6 necessary, *shall* be treated for Organic Act purposes as creating an
7 obligation issued to refund the bonds.

8 Any reimbursement agreement may include a provision that the
9 obligations of the government under the agreement *shall* be secured by all *or*
10 by part of pledged revenue; provided that, at the time of execution and
11 delivery of each such agreement, any such provision *shall* be in compliance
12 with and *shall not* violate *or* breach any provision of any indenture, lease *or*
13 other instrument then in effect to which the government *or* the *Department*
14 is a party."

15 **Section 12.** Section 51843 of Article 8 of Chapter 51 of Title 10, Guam
16 Code Annotated, is hereby repealed.

17 **Section 13. Approval of Government of Guam Solid Waste**
18 **Management System Bonds.** *I Liheslaturan Guåhan*, pursuant to §50103 of
19 Title 12, Guam Code Annotated, and §51803 of Title 10, Guam Code Annotated,
20 hereby approves the issuance and sale by the government of bonds pursuant to
21 Article 8, Chapter 51, Title 10, Guam Code Annotated (the Act), in one (1) *or*
22 more series *or* issues (together with any related reimbursement obligations);
23 *provided* that the issuance, terms and conditions of the bonds, the indenture *or*
24 certificate pursuant to which the bonds are to be issued, and any reimbursement
25 agreements *shall* have been approved by the Guam Public Utilities Commission,
26 and *further provided* that such bonds shall have, together with any lease-back
27 obligations issued pursuant to Article 9, Chapter 51, Title 10, Guam Code

1 Annotated, an aggregate principal amount *not to exceed* Two Hundred Two
2 Million Four Hundred Twenty-five Thousand Dollars (\$202,425,000). Such bonds
3 shall be issued solely to pay, *or* reimburse the government for the payment of, the
4 costs of the closure of the Ordot Dump and the construction of the new landfill, *or*
5 to refund any other prior obligations of the government issued for any of such
6 system purposes, to fund any necessary reserves relating to such bonds, to pay
7 costs of issuance of such bonds, *or* for any combination of such system purposes
8 for which bonds may be issued and secured as provided in this Article. Such
9 bonds *shall* have a final maturity *not later than* 2042, *shall* bear interest at such
10 rate *or* rates and *shall* be sold for such price *or* prices as *shall* result in a yield to
11 the bondholders *not exceeding* nine percent (9%) per annum, and *shall* be issued
12 and sold in the manner, for the purposes and subject to the requirements and
13 limitations provided in Article 8, Chapter 51, Title 10, Guam Code Annotated.

14 This approval is intended to *supersede* and *replace* the approval, contained
15 in Section 3 of Public Law 30-1, by *I Liheslaturan Guåhan* of the issuance and sale
16 by the government of bonds pursuant to Article 8, Chapter 51, Title 10, Guam
17 Code Annotated, as enacted by said Public Law 30-1, which prior approval is
18 hereby repealed.

19 **Section 14. Amendment of Provisions Relative To The Valuation Of**
20 **Property Subject To Real Property Taxation.**

21 (a) §24102(f) of Article 1, Chapter 24, Division 2 of Title 11, Guam Code
22 Annotated, is hereby *amended* to read as follows:

23 "§24102(f). Value, full cash value, fair market value, and cash value
24 mean ninety percent (90%) ~~seventy percent (70%)~~ of the appraised value;
25 appraised value means the amount at which property would be taken in
26 payment of a just debt from a solvent debtor as determined by the last
27 completed valuation conducted pursuant to §24306, Title 11, Guam Code

1 Annotated, as amended by the annual adjustments mandated in this
2 Chapter."

3 (b) §24103 of Article 1, Chapter 24, Division 2 of Title 11, Guam Code
4 Annotated, is hereby *amended* to read as follows:

5 "§24103. **Levy.** There is hereby levied on all land property in Guam a
6 yearly tax at the rate of seven-seventy seconds ~~one-eighth percent (1/8%)~~
7 (7/72%) of the value thereof and seven-eighteenths ~~one-half percent (1/2%)~~
8 (7/18%) of the value of the improvements thereon. Such tax shall be
9 assessed and collected in the manner prescribed in this Chapter. All proceeds
10 derived by the government under any provision of this Chapter shall be
11 deposited in the Treasury of Guam to the credit of the General Fund."

12 **Section 15.** §1512.1(c) of Title 5, Guam Code Annotated, is hereby
13 *amended* to read as follows:

14 "§1512.1(c). **Valid and Binding.** The bonds authorized by this
15 Section *shall* constitute the valid and binding general obligations of the
16 government of Guam. The government of Guam pledges its full faith and
17 credit ~~and its Section 30 revenues~~ for the punctual payment of both principal
18 of and interest on the bonds and covenants that there *shall* be collected
19 annually in the same manner and at the same time as government revenue for
20 other purposes is collected, such sum as is required to pay the principal of
21 and interest on the bonds. There are hereby appropriated from the General
22 Fund such sums as may be necessary in each year to equal the amount of
23 money necessary to pay the principal and interest on such bonds. The
24 certificate *or* indenture *shall* require interest only payments for Fiscal Years
25 2009 and 2010 and *shall not* require bond principal payments until after such
26 Fiscal Years. All officers charged by law with any duty in the collection of
27 the revenues of the government from which debt service on the bonds will be

1 payable *shall* do every lawful thing necessary to collect such sum. The
2 validity of any such bonds *shall not* be affected by the validity *or* regularity
3 of any proceedings for the payment of the General Fund expenses paid *or* to
4 be paid with the proceeds of the bonds.

5 **Section 16.** Subsection 1512.1(i) of Title 5, Guam Code Annotated, is
6 hereby amended to read as follows:

7 **"(i) Use of Proceeds from the Sale of the Bonds.** The proceeds from
8 the sale of the bonds shall be used and are hereby appropriated to (i) pay the
9 General Fund expenses described below in this Subsection, (ii) establish
10 necessary reserves, (iii) pay expenses relating to the authorization, sale and
11 issuance of the bonds, including, without limitation, printing costs, costs of
12 reproducing documents, credit enhancement fees, underwriting, legal,
13 financial advisory and accounting fees and charges, fees paid to banks *or*
14 other financial institutions providing credit enhancement, costs of credit
15 ratings and other costs, charges and fees in connection with the issuance,
16 sale and delivery of the bonds, and (iv) fund capitalized interest on the bonds
17 for a period ending not later than thirty (30) months after their issuance. The
18 General Fund expenses authorized to be paid with the proceeds of the bonds
19 are as follows and shall be paid in the following order of priority:

20 (1) Cost of Living Adjustment (COLA) to discharge finally
21 and permanently the obligations of the government incurred pursuant
22 to the settlement agreement entered into between the Government of
23 Guam and the COLA Class as ordered by the Judgment in Rios v.
24 Camacho, Superior Court Case No. SP0206-93: \$92,000,000;

25 (2) 2006 and prior year individual and corporate tax refunds
26 including interest, if any, thereon and individual tax refunds shall be
27 paid first: \$112,000,000;

1 (3) Health Care Capital Improvement Projects at the Guam
2 Memorial Hospital: \$11,000,000;

3 (4) amounts past due as contributions to the Government of
4 Guam Retirement Fund, including interest, if any, thereon, on behalf
5 of the following:

6 (a) Guam Memorial Hospital: \$14,953,216

7 (b) Guam Public School System: \$16,867,640.

8 Total \$246,820,856

9 Payments made pursuant to this Subsection shall apply to any other
10 appropriations for the same items and shall not constitute double appropriations.
11 ~~Upon the issuance of the bonds authorized by this Section, I Maga'lahi is~~
12 ~~authorized to reprogram to pay costs of a new landfill the following amounts from~~
13 ~~the following priority categories, with the balance of the respective priority~~
14 ~~category to be used for its original purpose prior to the use of such bond proceeds~~
15 ~~for the landfill from any subsequent category: (X) up to Seven Million Dollars~~
16 ~~(\$7,000,000) of the amount provided for payment of the COLA, (Y) up to Seven~~
17 ~~Million Dollars (\$7,000,000) of the amount provided for payment of tax refunds,~~
18 ~~and (Z) up to Six Million Dollars (\$6,000,000) from the amount provided for~~
19 ~~Guam Memorial Hospital; and further provided, that the proceeds of the first~~
20 ~~revenue bonds or other obligations issued by the government to finance the costs~~
21 ~~of the new landfill shall be used to reimburse the General Fund, whereupon such~~
22 ~~reimbursement amounts shall be used to pay the General Fund expenses listed in~~
23 ~~subparagraphs (1) through (3) of this Subsection in amounts not exceeding the~~
24 ~~amounts reprogrammed."~~

25 **Section 17. Amendment Relative To The Pledge Of Section 30 Revenues**
26 **To Secure High School Lease-Leaseback Financing.** §58A109 of Chapter 58A,
27 Division 5 of Title 5, Guam Code Annotated, is hereby amended to read as

1 follows:

2 "**§58A109. Pledge of Section 30 Revenues.** Rental payments under
3 the Lease and the Lease-Back may be secured by a pledge *or* other
4 reservation of revenues received by *or* on behalf of the government of Guam
5 from the United States of America pursuant to Section 30 of the Guam
6 Organic Act (48 U.S.C.A. Section 1421h). ~~Any pledge *or* reservation of~~
7 ~~Section 30 revenues authorized by the Act shall be subordinate *only* to the~~
8 ~~existing lien securing the Government of Guam Limited Obligation (Section~~
9 ~~30) Bonds, Series 2001A.~~

10 Any such pledge *or* reservation authorized hereunder *shall* be valid
11 and binding from the time the pledge *or* reservation is made and *shall be*
12 *limited to* Nine Million Eight Hundred Twenty-five Thousand Dollars
13 (\$9,825,000) per year during the Lease-Back Period. The Section 30
14 revenues pledged *or* reserved and thereafter received by the government of
15 Guam *or* by any trustee, depository *or* custodian *shall* be deposited in a
16 separate account and *shall* be immediately subject to such reservation *or* the
17 lien of such pledge without any physical delivery thereof *or* further act, and
18 such reservation *or* the lien of such pledge *shall* be valid and binding against
19 all parties having claims of any kind in tort, contract *or* otherwise against the
20 government of Guam *or* such trustee, depository *or* custodian, irrespective
21 of whether the parties have notice thereof. The instrument by which such
22 pledge *or* reservation is created need *not* be recorded."

23 **Section 18. Severability.** *If* any provision of this Act *or* its application to
24 any person *or* circumstance is found to be invalid *or* contrary to law, such
25 invalidity *shall not* affect other provisions *or* applications of this Act which can be
26 given effect without the invalid provisions *or* application, and to this end the
27 provisions of this Act are severable.