



**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE  
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**

**Thursday, April 29, 2021, 3:00 p.m.  
GIAA TERMINAL CONFERENCE ROOM #3**

**1. CALL TO ORDER AND ATTENDANCE**

The April 29, 2021 regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was called to order by Chairman Bamba at 3:05p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

**Directors Present:**

Brian J. Bamba (Via VTC)  
Donald I. Weakley  
Zenon E. Belanger  
Rosie R. Tainatongo  
Doyon A. Morato (Via VTC)

**Offices or positions:**

Chairman  
Board Secretary

**Directors Absent:**

Gurvinder Sobti (Excused)  
Lucy M. Alcorn (Excused)

Vice Chairman

**GIAA Officials:**

John M. Quinata  
Artemio R. Hernandez, Ph.D.  
John A. Rios  
Jean M. Arriola  
Vince Naputi  
Raymond Mantanona  
Raymond Quintanilla  
Ken McDonald  
Victor Cruz  
Rolenda Faasuamalie  
Henry Cruz  
Vanessa Pangindian  
Anthony Quidachay

Executive Manager  
Deputy Executive Manager  
Comptroller  
Airport Services Manager  
Airport Police, Chief  
ARFF, Chief  
Operations Superintendent  
Properties & Facilities Superintendent  
Engineering Supervisor  
Airport Marketing  
Supply Administrator  
GIAA Property Management Office  
Safety Administrator

Anita P. Arriola, Esq. (Via VTC)  
Janalynn C. Damian (Via VTC)  
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel  
Calvo Fisher & Jacob, LLP, GIAA Legal Counsel  
TMG, GIAA Consultant

Chairman Bamba welcomed Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet attached to these minutes.

## **2. APPROVAL OF AGENDA**

On motion duly made by Board Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously passed via roll call vote:

### **Resolution No. 21-32**

The Board hereby approves the agenda of the April 29, 2021 regular meeting, as presented.

## **3. APPROVAL OF MINUTES**

### **A. February 25, 2021 - Regular Meeting**

On motion duly made by Director Tainatongo, seconded by Director Alcorn, the following resolution was unanimously passed via roll vote:

### **Resolution No. 21-33**

The Board hereby approves the minutes of the March 25, 2021 regular meeting, subject to corrections.

## **4. CORRESPONDENCE**

Executive Manager Quinata advised there was no Correspondence to report.

## **5. OLD BUSINESS**

### **A. Ratification of FAA Grant Agreement – 3-66-0001-109-2021**

For the benefit of those that were not at the March 25, 2021 Board meeting, the Deputy Executive Manager advised that at the March 25, 2021 Board meeting, the Board authorized Management and Legal Counsel to execute federal grant agreements in order to process federal grant agreements in a more timely manner, and seek Board ratification at the subsequent Board meetings.

The Deputy Executive Manager presented FAA Grant Agreement – 3-66-0001-109-2021, advising that the referenced grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) in the amount of \$5,556,636.00. The said grant has been executed electronically.

\*Director Belanger arrived at the Board Meeting.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

**Resolution No. 21-34**

The Board hereby ratifies Legal Counsel's execution and the Executive Manager's execution and acceptance of the FAA Airports Coronavirus Response Grant Program (ACRGP), under Grant No. 3-66-0001-109-2021, in the amount of \$5,556,636.00.

**B. Ratification of FAA Grant Agreement – 3-66-0001-112-2021**

Deputy Executive Manager Hernandez informed the Board that FAA Grant Agreement – 3-66-0001-112-2021 is a Concessions Relief Addendum, a separate program under Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA). The said grant will provide relief from rent and minimum annual guarantee (MAG) obligations to each eligible airport concession at the GIAA. and Relief Supplemental Appropriations Act (CRRSA) in the amount of \$396,419.00. Said grant has been approved and executed electronically. Discussion followed.

After further discussion, on motion duly made by Director Morato, seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

**Resolution No. 21-35**

The Board hereby ratifies Legal Counsel's execution and the Executive Manager's execution and acceptance of the FAA Airports Coronavirus Response Grant Program (ACRGP), Concessions Relief Addendum, under Grant No. 3-66-0001-112-2021, in the amount of \$396,419.00.

**6. NEW BUSINESS**

**A. Approval of Award for Management and Infrastructure Support Services for Learning Management System – RFP No. RFP-003-FY21**

The first item requiring Board action was the award for Management and Infrastructure Support Services for Learning Management System. Deputy Executive Manager Hernandez, provided background information to the Board on the referenced RFP including the scope of services, contract term, dates of advertisement of the RFP, proposal submission deadline, and the number of interested proposers. A total of fifteen (15) firms showed their interest by obtaining the RFP package, and two (2) firms submitted proposals before the established deadline. An evaluation committee was established to evaluate the two (2) proposals that were submitted based on the evaluation criteria set forth in the RFP. As a result of the committee's evaluation, the offerors were found to be responsible and responsive and the ranking result is as follows:

1. Offeror B
2. Offeror A

The term of the contract is for a period of three (3) years with additional two (2) one (1) year option years to be exercised at the sole discretion of GIAA, not to exceed a total contract term

of five (5) years and subject to the availability of funding. The contract will be funded under the Administration Divisions O&M Budget.

Management recommends that the Board approve the ranking results and the contract award to Offeror B for the Management and Infrastructure Support Services for Learning Management System contract, subject to negotiation of fair and reasonable fees to be submitted by the Offerors at a time and in a format determined by GIAA. If GIAA is unable to negotiate a contract with the highest ranked offeror, the Executive Manager or his designee, may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations. Discussion followed relative to the details and features of the referenced system.

After further discussion, on motion duly made by Secretary Weakley, Director Belanger, the following resolution was unanimously approved via roll call vote:

**Resolution No. 21-36**

The Board hereby approves the ranking results as presented and the contract award to Offeror B for Management and Infrastructure Support Services for Learning Management System - RFP No. RFP-003-FY21, subject to Management's negotiation of fair and reasonable fees and review by legal counsel. If GIAA is unable to negotiate a contract with the highest ranked offeror, the Executive Manager or his designee, may enter into negotiations with the next most qualified offeror.

Ms. Jean Arriola announced that Offeror 'B' is Xe Learning, LLC.

**B. Approval of Award for Rehabilitate Runway 6L/24R – Construction Phase II – IFB No. GIAA-CO1**

The next item on the agenda was the approval of Award for Rehabilitate Runway 6L/24R – construction Phase II, under IFB No. GIAA-CO1-FY21. Deputy Executive Manager Hernandez provided background information to the Board on the referenced IFB. Twenty-one (21) firms/individuals purchased bid packages and two (2) firms submitted a bid before the submission deadline. The two (2) firms were evaluated and determined to be acceptable. As required by the Guam Procurement Regulations, the bids were publicly opened and read aloud. The bid submittals are as follows:

<b>Bidder:</b>	<b>Total Bid Amount:</b>
<b>IAN Corporation</b>	<b>\$4,573,564.35</b>
<b>Hawaiian Rock Products</b>	<b>\$4,821,779.50</b>

The two (2) bids were determined to be responsive and both bidders were deemed to have met the standards of responsibility as set forth in the Guam Procurement Law & Regulations. The government estimate for subject project is \$3,498,796.00.

The contract time for Phase II is 210 calendar days from receipt of the Notice to Proceed. Funding for this project is by a phased FAA grant. The grant offer for Phase II is expected to be received from the FAA shortly.

Management recommends the award of the contract for Rehabilitation of Runway 6L/24R – construction Phase II under IFB No. GIAA-C01-FY21, in the amount of \$4,573,564.35 to IAN Corporation, who has been determined to be the lowest bidder who has met the standards of responsibility and responsiveness outlined in the Guam Procurement Law and Regulations, subject to the execution of FAA grant offer to fund Phase II of the Project.

Director Morato inquired if there was room for negotiations on price. Mr. Frank Santos replied no, however there are things that may be negotiated, such as what the Phase 1 contractor provided.

After further discussion, on motion duly made by Director Belanger, seconded by Director Weakley, the following resolution was unanimously approved via a roll call vote:

**Resolution No. 21-37**

The Board hereby approves the contract award for Rehabilitate Runway 6L/24R – Construction Phase II under IFB No. GIAA-C01-FY21 to Ian Corporation in the amount of \$4,573,564.35, subject to review by legal counsel, concurrence by the FAA, and the grant agreement at 100%.

**C. CIP Contract Modifications**

The third matter discussed was contract modifications for GIAA Aircraft Rescue & Fire Fighting (ARFF) Facility Construction – Phase II:

- 1) Work Order No. 05: KHLG & Associates, Inc. extension of the GIAA Aircraft Rescue & Fire Fighting (ARFF) Facility Construction – Phase II, Construction Management services contract in the amount of \$590,407.19. Effective date of the Work Order is from March 1, 2021 to August 31, 2021.

Mr. Santos informed the Board that the project is continuous and the contractor is making good progress.

After further discussion, on motion duly made by Director Morato, seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

**Resolution No. 21-38**

The Board hereby approves Work Order No. 05, extension of Construction Management Services Contract for the GIAA Aircraft Rescue & Fire Fighting (ARFF) Facility Construction – Phase II, in the amount of \$590,407.19 to KHLG & Associates, Inc., extending services from March 1, 2021 to August 31, 2021, subject to the concurrence of the FAA.

**7. REPORT OF THE EXECUTIVE MANAGER**

Reference is made to the Executive Manager's Report included as part of the Board's packet, which was presented by Executive Manager Quinata. The report included brief updates on Airport operations, CIPs and Regulatory updates. Included with the report was an update relative to COVID-19.

Chairman Bamba asked for an update regarding the incentives offered to carriers. Deputy Executive Manager provided a brief update, stating that the incentives were discussed with a number of signatory airlines. The airlines were appreciative and excited about the program and the Airport being so proactive. The flight schedule for the month of May is not as expected, although future months seem promising. With that, the Deputy Executive Manager advised the Board of Management's intent to extend the Program beyond July 31, 2021. There is no data to report at this time, but Management hopes to have something to report at the next Board meeting. Chairman Bamba asked Director Morato to continue working closely with Guam Visitors Bureau (GVB), as she sits in on the air Service Development meetings.

**8. REPORT OF THE COMPTROLLER**

Mr. John A. Rios reported on the revenues and expenses of the Authority as of **March 31, 2021**. Mr. Rios reported that year-to-date Total Signatory Revenues are below budgeted revenues by **69.7%**, year-to-date Total Concession Revenues and Passenger Facility Charges are below budget by **9.5%** and **96.1%**, respectively. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues are above the budget estimate by **0.1%**. Year-to-date Total Operating Revenues Actual of **\$14.3M** is **38.5%** below the budget estimate of **\$23.3M**. Year-to-date Total Operating Expenses are below budget by **12.0%**. Components of this line item include a **19.6%** increase in Personnel Service, a **34.6%** decrease in Contractual Services, a **73.0%** decrease in Materials & Supplies and a **100%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$-4.8M** reflects a decrease of **416.1%** over the year-to-date budgeted amount of **\$1.5M**. Mr. Rios reported that the year-to-date Debt Service Coverage is at **0.43** versus the requirement of **1.25**.



**9. EXECUTIVE SESSION**

The next item on the agenda was Executive Session.

Upon written recommendation of counsel, Calvo Fisher & Jacob, LLP (CFJ), on motion duly made by Director Tainatongo, seconded by Director Belanger, and approved via roll call vote, the Board recessed at 4:06 p.m. to convene into Executive Session.

The Board convened into Executive Session at 4:12 p.m. to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party. Attending Executive Session were Directors Bamba, Morato, Weakley, Tainatongo, Belanger, Executive Manager Quinata, and Legal Counsels Janalynn C. Damian, Eduardo A. Calvo, and Genevieve P. Rapadas. Also present was the court reporter who will prepare a transcript of the Executive Session.

Executive Session adjourned at 4:41 p.m.

Upon written recommendation of counsel, Arriola Law Firm (ALF), the Board convened into Executive Session at 4:41 p.m. to discuss personnel matters, including Civil Service Commission matters in which GIAA is or may be a party. Attending Executive Session were Directors Bamba, Morato, Weakley, Tainatongo, Belanger, Executive Manager Quinata, and Legal Counsel Anita Arriola. Also present was the court reporter who will prepare a transcript of the Executive Session.

Executive Session adjourned at 5:02 p.m., at which time the Board returned to regular session.

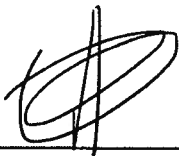
**10. PUBLIC COMMENTS**

There were no Public Comments.

**11. ADJOURNMENT**

Motion to adjourn duly made by Director Tainatongo, seconded by Secretary Weakley; motion unanimously passed. The meeting was adjourned at 5:03p.m.

Dated this 3rd, day of June, 2021.



Brian J. Bamba  
Chairman

Attest:



Donald I. Weakley  
Board Secretary

Prepared and Submitted By:



Amanda O'Brien

Corresponding Secretary





**BOARD OF DIRECTORS REGULAR MEETING  
3:00 p.m., Thursday, April 29, 2021  
GIAA TERMINAL CONFERENCE ROOM #3**

Public Notice

First Notice:

Guam Daily Post – April 22, 2021

Notice to Media – April 22, 2021

Second Notice:

Guam Daily Post – April 27, 2021

Notice to Media – April 27, 2021

**AGENDA**

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
  - A. March 25, 2021 Regular Meeting
4. Correspondence
5. Old Business
  - A. Ratification of FAA Grant Agreement – 3-66-0001-109-2021
  - B. Ratification of FAA Grant Agreement – 3-66-0001-112-2021
6. New Business
  - A. Approval of Award for Management and Infrastructure Support Services for Learning Management System – RFP No. RFP-003-FY21
  - B. Approval of Award for Rehabilitate Runway 6L/24R – Construction Phase II – IFB No. GIAA-001-FY21
  - C. CIP Contract Modifications
7. Report of Executive Manager
8. Report of Comptroller
9. Executive Session
10. Public Comments
11. Adjournment



**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**

**Board of Directors Regular Meeting**

**3:00 p.m., Thursday, April 29, 2021**

**GIAA Terminal Conference Room #3**

**SIGN-IN SHEET**

<u>PRINT NAME</u>	<u>COMPANY/AGENCY</u>
1. Morgan Lege	Glimpses of Guam
2. Henry Cruz	GIAA
3. J. Mando	GIAA
4. V. Naputi	GIAA
5. Raymond Quintanilla	GIAA
6. VICTOR J. CRUZ	GIAA
7. Raymond Mantuona	ARFF
8. AUSTIN GRANT	GIAA
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____

## Chinese military reportedly behind Japan cyberattacks

(Bloomberg) – China's military is thought to have instructed a hacker group to conduct cyberattacks on nearly 200 Japanese research institutions and firms, Japan's public broadcaster NHK reported, citing unidentified people in a police investigation.

The investigators found a member of China's Communist Party made contracts under a false name for rental servers in Japan that were used in the attacks on the Japanese space agency JAXA in 2016, the broadcaster said Tuesday.

Investigators believe the cyberattacks were carried out by a group known as Tick under the instruction of the People's Liberation Army. Two men involved with contracts for the servers have left Japan, NHK said.

A Chinese systems engineer in his 30s, who is a Chinese Communist Party member, was referred to prosecutors over his alleged involvement in the attacks, Kyodo News reported, citing unnamed investigative sources.

The reported allegations, the latest in a series of similar incidents, come amid increasingly difficult relations between Japan and its biggest trading partner. The topic of ties with China dominated the agenda at Prime Minister Yoshihide Suga's summit with U.S. President Joe Biden in Washington last week.

# Backers of ailing Russian opposition figure summon supporters to streets

By Vasily Kolotilov  
and Laura King  
Los Angeles Times

MOSCOW – The stakes keep getting higher in Russian President Vladimir Putin's standoff with his most prominent critic, Alexei Navalny.

With Navalny lying gravely ill in a prison hospital, his opposition movement has called on followers to take to the streets Wednesday to protest his treatment in a notorious penal colony. The Kremlin has responded with a show of elaborate disdain, with spokesman Dmitry Peskov declaring Monday that Putin doesn't concern himself with the health of "this prisoner."

The Navalny case has become an international cause celebre. The 44-year-old activist, who narrowly survived a poisoning last year with a military-grade nerve agent – his movement blamed the Russian security services, while the government denied any involvement – is imprisoned for parole violations in connection with a 2014 fraud conviction that his backers describe as politically motivated.

The Biden administration has joined other Western governments, human rights groups and many internationally known artists in demanding his immediate release. Biden's national security adviser, Jake Sullivan, said over the weekend there would be



'FREE NAVALNY': Protesters hold a banner reading "Free Navalny" as some 2,500 supporters of Russian opposition politician Alexei Navalny march in protest to demand his release from prison in Moscow, on Jan. 23 in Berlin, Germany. Omer Messinger/Getty Images Europe/Tribune News Service

citing mass arrests and widely viewed images of police violently pummeling demonstrators during the earlier unrest. "And after they beat you, they will portray you as a near-lunatic on state TV, while you're locked up for weeks in a cell with 20 other guys."

But he said he would join Wednesday's demonstrations anyway, because "I want to show I don't like what's going on in my country."

The fear of rough treatment and possible jailing, though, may prove a potent deterrent.

"I would love to go, maybe, but the risks are too high for me," said Maria Nesterova, a 30-year-old graphic designer in St. Petersburg, Russia's second-largest city. She said she would support his movement with donations instead.

Navalny's associates halted the previous wave of protests, which were the biggest in years, and said they would hold off on setting more until an online tool indicated a sufficient level of support. But they now say the dire state of his health gives them no choice but to apply whatever pressure they can to Putin's government.



**PORT OF GUAM**  
ATURDADI / PUETTON GUAHAN  
Jose D. Leon Guerrero Commercial Port  
1026 Calbas Highway, Suite 201, Piti, Guam 96925  
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Website: [www.portguam.com](http://www.portguam.com)



Lourdes A. Leon Guerrero  
Governor of Guam  
Joshua F. Tenorio  
Lieutenant Governor

The Port Authority of Guam Board of Directors will hold its Regular meeting on Thursday, April 29, 2021 at 3:00 p.m. Meeting will be held virtually. To view, please visit: <http://www.portguam.com/live> or <https://www.facebook.com/portauthorityofguam/>.

(This ad paid for by PAG)



The Honorable  
Lourdes A. Leon Guerrero  
Governor

The Honorable  
Joshua F. Tenorio  
Lt. Governor



## PUBLIC NOTICE

The Board of Directors of the A.B. Won Pat International Airport Authority, Guam (GIAA) will convene its Regular Board meeting on **Thursday, April 29, 2021 at 3:00 p.m.** in Terminal Conference Rooms No. 1 & 2. In addition to regular matters, pursuant to 5 G.C.A. 8111(c)(2), Executive Session will be held to discuss pending DFS Guam L.P. related litigation to which GIAA is or may be a party, and personnel matters, including Civil Service Commission matters in which GIAA is or may be a party. In light of COVID19 public health emergency, GIAA will adhere to social distancing orders. For those who wish to participate telephonically, please call 642-4717 or email [arios@guamairport.net](mailto:arios@guamairport.net) for further information. Parking is available in the Public Parking Lot.

For special accommodations or agenda items, please call the Board Office at 642-4717/18.

(This ad paid for by GIAA)

### Annual Information Returns for Tax Exempt Persons Knights of Columbus A Fraternal Benefit Society For Year Ending December 31, 2020

Required under Section 26110(c), Chapter 26, Article 1, Title 11 and §14102,  
Chapter 14, Title 8 of the Guam Code Annotated.

Year	Sources of Income	Basis of Exemption Authorized	Gross Receipts	Commissions
2020	Direct Premiums of Life Insurance	Non-Profit organization	\$98,845.00	\$17,830.79

Date: February 25, 2021



DPW is seeking interested parties to provide information of digital technical reference data for automobiles in regards to Software and pricing. The software shall be Cloud/Internet based and consist of but not be limited to: Repair information, wiring diagrams, diagnostic trouble code information, advanced diagnostic information, connector pin outs, component locations and Standardized Labor times for a majority of vehicles manufactured after 1992. To be available 24 hours a day. Data must be in English.

Interested Parties should send pricing and a web link  
with a trial run of their product to:  
[david.richards@dpw.guam.gov](mailto:david.richards@dpw.guam.gov)





**CURRENCY EXCHANGE RATES**  
On Apr. 26, \$1 was worth:

Keep posted and get more data and details online. Log on to see real time market data with our stock market tool at [postguam.com/stock\\_market](http://postguam.com/stock_market).

48.396 PHPP	107.71 JPYV	1,113.19 KRWV	27.900 TWD NTS	6.4875 CNYY	1.2859 AUD AS	0.8265 EUR €
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## CPK to open in Hagåtña next month

**OPENING SOON:** California Pizza Kitchen is expanding into Hagåtña as seen Sunday. The new location, next to Skinner Plaza, is expected to open for to-go and delivery orders by next month, according to Jennifer McFerran, marketing manager for California Pizza Kitchen. David Castro/The Guam Daily Post



# Coast360's pandemic response wins award

Coast360 Federal Credit Union was recently recognized for its pandemic response with a Diamond Award presented by the Credit Union National Administration's Marketing and Business Development Council.

The council recognized credit unions across the country for their outstanding marketing and business development achievements in the credit union industry over the last year, Coast360 announced in a press release.

"The Diamond Awards competition is the most prestigious competition for excellence in marketing and business development in the credit union industry," said Amy McGraw, diamond



**OPEN:** Customers are greeted with safety protocols by Coast360 Federal Credit Union staff members at the main branch entrance on May 6, 2020 in Maite. The credit union had just reopened after a government of Guam lockdown. Post file photo

awards chair and vice president for marketing/chief experience officer at

Tropical Financial CU. "Credit unions that receive these awards should be extremely proud of their accomplishments and know that their work represents the very best examples of creativity, innovation, relevance and execution."

The Crisis Management category was added to this year's award categories, which showcased response plans, business continuity efforts, community impact, employee support efforts and member support resources put forth by credit unions.

"Our focus from the beginning was to safely stay connected in a time of distance and support our members

and employees through new limitations; to remain an essential resource while remaining responsive to evolving circumstances," said Gener Deliquina, chief executive officer of Coast360. "We are humbled and honored to be recognized among great credit unions across the nation as we know so many have put their best foot forward for their communities."

This year's award competition received 1,278 entries. Six credit unions won Best of Show Awards, 86 won Category's Best Awards and 264 won Diamond Awards.

(Daily Post Staff)

## Oil rises with robust economic data offsetting virus concerns

By Andres Guerra Luz  
Bloomberg

Oil rose the most in over a week alongside a broader market rally after positive economic data from the U.S. and Europe allayed some of the concerns around a rampant covid-19 resurgence in countries such as India.

Futures climbed as much as 1.6% in New York after flipping between small gains and losses earlier in

the session. A composite gauge of output at U.S. manufacturers and service providers reached a record high in April, while the latest data showed robust manufacturing figures in Europe. The dollar weakened, boosting the appeal of commodities priced in the currency, while strengthening U.S. equities helped support prices.

Still, oil is headed for a weekly loss as India continues to set a record number of daily cases. The country's diesel and gasoline consumption could fall by a fifth this month, and traders said the nation's largest refiner had refrained from buying West African oil this week, defying expectations.

"The market is facing dueling inputs," said John Kilduff, a partner at Again Capital. Economic data out of the U.S. and Europe "was terrific, boding well for the reopening outlook. The bad news is India."

Oil has climbed more than 25% this year, aided by the rollout of covid-19 vaccines and vigilant supply management from the Organization of Petroleum Exporting Countries and its allies. But the bulk of crude's advance came in the first two months of the year, and prices have struggled since. OPEC+ is set to start easing deep supply curbs from May, and the group is expected to hold a full ministerial meeting next week to assess the global state of play.

"A rampant outbreak in India is raising fears of a delayed recovery for fuel demand," TD Securities commodity strategists led by Bart Melek said in a note. "But strong reflationary signals, a weaker dollar, and a powerful recovery in U.S. energy demand are all offering support."

As India's outbreak worsens, the nation's combined consumption of diesel and gasoline is poised to plunge by as much as 20% in April from a month earlier due to renewed restrictions, according to officials from refiners and fuel retailers. Meanwhile, Japan is facing an increase in cases and a state of emergency will be declared from Sunday to May 11 in cities including Tokyo.

The Honorable  
Lourdes A. Leon Guerrero  
Governor

The Honorable  
Joshua F. Tenorio  
Lt. Governor

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(This ad paid for by GIAA)

**PORT OF GUAM**  
ATUROTAT / PUETTON GUAHAN  
Jose D. Leon Guerrero Commercial Port  
1026 Cabras Highway, Suite 201, Piti, Guam 96925  
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Website: [www.portguam.com](http://www.portguam.com)

Lourdes A. Leon Guerrero  
Governor of Guam

Joshua F. Tenorio  
Lieutenant Governor

## The Port Authority of Guam Board of Directors will hold its Regular meeting on Thursday, April 29, 2021 at 3:00 p.m. Meeting will be held virtually. To view, please visit: <http://www.portguam.com/live> or <https://www.facebook.com/portauthorityofguam/>.

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A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
Thursday, March 25, 2021, 3:00 p.m.  
GIAA TERMINAL CONFERENCE ROOM #3**

**1. CALL TO ORDER AND ATTENDANCE**

The March 25, 2021 regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam (“GIAA” or the “Authority”) was called to order by Chairman Bamba at 3:05 p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

**Directors Present:**

Brian J. Bamba (Via VTC)  
Gurvinder Sobti (Via VTC)  
Donald I. Weakley  
Lucy M. Alcorn (Via VTC)  
Zenon E. Belanger  
Rosie R. Tainatongo

**Offices or positions:**

Chairman  
Vice Chairman  
Board Secretary

**Directors Absent:**

Doyon A. Morato (Excused)

**GIAA Officials:**

John M. Quinata  
Artemio R. Hernandez, Ph.D.  
John A. Rios  
Jean M. Arriola  
Ken McDonald  
Victor Cruz  
Rolenda Faasuamalie (Via VTC)  
Vanessa Pangindian  
Anthony Quidachay

Executive Manager  
Deputy Executive Manager  
Comptroller  
Airport Services Manager  
Properties & Facilities Superintendent  
Engineering Supervisor  
Airport Marketing  
GIAA Property Management Office  
Safety Administrator

Anita P. Arriola, Esq. (Via VTC)  
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel  
TMG, GIAA Consultant

Chairman Bamba welcomed Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet attached to these minutes.

## **2. APPROVAL OF AGENDA**

On motion duly made by Board Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously passed via roll call vote:

### **Resolution No. 21-24**

The Board hereby approves the agenda of the March 25, 2021 regular meeting, as presented.

## **3. APPROVAL OF MINUTES**

### **A. February 25, 2021 - Regular Meeting**

On motion duly made by Director Tainatongo, seconded by Director Alcorn, the following resolution was unanimously passed via roll vote:

### **Resolution No. 21-25**

The Board hereby approves the minutes of the February 25, 2021 regular meeting, subject to corrections.

## **4. CORRESPONDENCE**

Executive Manager Quinata advised there was no Correspondence to report.

## **5. OLD BUSINESS**

Executive Manager Quinata advised there was no Old Business to present.

## **6. NEW BUSINESS**

### **A. Approval of Award for Management and Infrastructure Support Services to GIAA's Passenger Conveyance Systems - RFP No. RFP-002-FY21**

The first item requiring Board action was the award for Management and Infrastructure Support Services to GIAA's Passenger Conveyance Systems. Ms. Jean Arriola, Airport Services Manager, provided background information to the Board on the referenced RFP including the scope of services, contract term, dates of advertisement of the RFP, proposal submission deadline, and the number of interested proposers. A total of fifteen (15) firms showed their interest by obtaining the RFP package, and two (2) firms submitted proposals before the established deadline. An evaluation committee was established to evaluate the two (2) proposals that were submitted based on the evaluation criteria set forth in the RFP. As a result of the committee's evaluation, the offerors were found to be responsible and responsive and the ranking result is as follows:

1. Offeror B
2. Offeror A

The term of the contract is for a period of three (3) years with additional two (2) one (1) year option years to be exercised at the sole discretion of GIAA, not to exceed a total contract term of five (5) years and subject to the availability of funding. The contract will be funded under the Properties & Facilities Division's O&M Budget.

Management recommends that the Board approve the ranking results and the contract award to Offeror B for the Management and Infrastructure Support Services to GIAA's Passenger Conveyance Systems contract, subject to negotiation of fair and reasonable fees to be submitted by the Offerors at a time and in a format determined by GIAA. If GIAA is unable to negotiate a contract with the highest ranked offeror, the Executive Manager or his designee, may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations.

Discussion followed relative to the scope of the RFP, with Ms. Arriola advising the Board that certain equipment is from the 1982 terminal, and other equipment dated back from 1996 and equipment that is coming online this year as a part of the 3rd floor International Arrivals Corridor project. Over this time repairs and refurbishments have been done with the plan to replace aging equipment when funding becomes available.

Director Weakley inquired on the intercoms in the elevators. Mr. Ken McDonald replied that the repairs of the intercoms are being negotiated under the Black Construction contract.

Ms. Arriola informed the Board that under the proposal it covers the existing equipment, which is thirty-three (33), the new equipment that is part of the 3rd floor International Arrivals Corridor project is twenty-five (25) additional, which are not part of the initial scope of work, as they are under warranty for a period of one (1) year from the contactors turn over date. After the warranty period, GIAA will meet with the service provider to negotiate taking on the services for the additional equipment. Discussion followed, with Ms. Jean Arriola adding that the twenty-five (25) additional equipment will be negotiated separately under the referenced contract

After further discussion, on motion duly made by Secretary Weakley, seconded by Vice Chairman Sobti, the following resolution was unanimously approved via roll call vote:

**Resolution No. 21-26**

The Board hereby approves the ranking results as presented and the contract award to Offeror B for Management and Infrastructure Support Services to GIAA's Passenger Conveyance Systems - RFP No. RFP-002-FY21, subject to Management's negotiation of fair and reasonable fees and review by legal counsel. If GIAA is unable to negotiate a contract with the highest ranked offeror, the Executive Manager or his designee, may enter into negotiations with the next most qualified offeror.



Ms. Jean Arriola announced that Offeror 'B' is Otis Elevator Company.

**B. CIP Contract Modifications**

The second matter discussed was contract modifications for GIAA Terminal Building Structural Upgrade and Concourse Isolation Project:

- 1) Change Order No. 19: Black Construction Corporation for the GIAA Terminal Building Structural Upgrade and Concourse Isolation Project in the amount of \$3,468,480.00, involving eighty-three (83) potential change orders (PCO's) that have been negotiated. Referenced change order extends the contract period by 350 calendar days, with a revised contract completion date of December 31, 2021. Contractor has agreed to a mini phase consisting of Pods 5 & 8 providing two (2) gates each connected to the corridor will be completed by September 30, 2021. All fees associated with CM services or PCAS services that go beyond born December 31, 2021 will be borne by the Contractor. Additional amounts for other PCO's in the approximate amount of \$7.1M and overhead fees in the approximate amount of \$8.8M will be executed subject to availability of funds, to be determined at a later time.

After further discussion, on motion duly made by Director Belanger, seconded by Secretary Weakley, the following resolution was unanimously approved via roll call vote:

**Resolution No. 21-27**

The Board hereby approves Change Order No. 19 for Terminal Building Structural Upgrade and Concourse Isolation Project, in the amount of \$3,468,480.00 to Black Construction Corporation.

- 2) Work Order No. 7: KHLG & Associates, Inc. extension of the Construction Management Services Contract for the GIAA Terminal Building Structural Upgrade and Concourse Isolation Project from January 16, 2021 to April 30, 2021. Work Order extension is in the amount of \$761,446.28. Reductions in the scope from the Contractor are anticipated in May 2021. Reduced scope and fee for the remainder of the term are expected to be brought to the Board for consideration in April or May Board meeting.

After further discussion, on motion duly made by Director Belanger, seconded by Secretary Weakley, the following resolution was unanimously approved via roll call vote:

**Resolution No. 21-28**

The Board hereby approves Work Order No. 7 for Construction Management Services Contract for the GIAA Terminal Building Structural Upgrade and Concourse Isolation Project, in the amount of \$761,446.28 to KHLG & Associates, Inc., extending services from January 16, 2021 to April 30, 2021.

- 1) Work Order No. 2014-19: E&A Engineers extension of the Post Construction Award Services (PCAS) Contract for the GIAA Terminal Building Structural Upgrade and Concourse Isolation Project from January 16, 2021 to April 30, 2021. Work Order extension is in the amount of \$484,071.42. Reductions in the scope from the Contractor are anticipated in May 2021. Reduced scope and fee for the remainder of the term are expected to be brought to the Board for consideration in April or May Board meeting. Firm will not be involved in the close out period of the project.

After further discussion, on motion duly made by Director Belanger, seconded by Director Alcorn, the following resolution was unanimously approved via roll call vote:

**Resolution No. 21-29**

The Board hereby approves Work Order No. 2014-19 for Post Construction Award Services Contract for the GIAA Terminal Building Structural Upgrade and Concourse Isolation Project, in the amount of \$484,071.42 to E&A Engineers, extending services from January 16, 2021 to April 30, 2021.

**C. Airline Recovery Program**

Deputy Executive Manager presented a proposed airline recovery program for the Board's consideration, in line with Governor Leon Guerrero's announcement made on March 15, 2021, regarding the reopening of travel to Guam. The proposed Airline Recovery Assistance and Incentivizing Services (RAISE) Program is to incentivize and stimulate air service travel demand in anticipation of Guam's plans to safely re-open with the requirement of pre-arrival testing.

Any airline that is U.S. or foreign based, all city destinations in the non-U.S., Asia-Pacific region with direct scheduled air service or scheduled on-demand air service to Guam is eligible for the Airline Raise Program. The referenced program will begin May 1, 2021 through July 31, 2021, with a minimum weekly frequency of one (1) flight per week, per destination. Airline Raise Program applies to operational rates and charges published in the Airport Tariff Schedule for the duration of the program and limited to the Airfield Use (Landing) Fee, Loading Bridge Use, Immigration Inspection, Arrivals and Departure Fees only.

Management is proposing a cumulative percentage discount of up to 25% of the operational rates for a minimum of one flight per week. The rates and charges discounts will be applied on a monthly basis pursuant to the airline activity report for the prior month.

Management further requests authorization to provide additional incentives up to 50%, also the flexibility to extend to a program period beyond July 31, 2021. Incentives are destination based and non-discriminatory which conforms to FAA guidance. Additional incentives or destinations may be provided on a case-by-case, non-preferential basis subject to review, negotiations and approval by GIAA management. Discussion followed, with Chairman Bamba inquiring if the proposed Program has been shared with the Airlines. Deputy Executive Manager Hernandez replied no, the last Signatory airline meeting was held before the Program was

finalized. The Deputy Executive Manager added for clarification that the Program is only eligible to passenger flights, and not cargo flights.

After further discussion, on motion duly made by Chairman Bamba, seconded by Director Alcorn, the following resolution was unanimously approved via roll call vote:

**Resolution No. 21-30**

The Board hereby approves the Airline Recovery Assistance and Incentivizing Services (RAISE) Program, effective May 1, 2021 to July 31, 2021; authorizes Management to extend beyond July 31, 2021, up to September 30, 2021; further authorizes Management to negotiate discount levels from 25% up to 50%; subject to the comptroller's assurance that the discounts do not negatively impact the Airports financial position.

**D. Federal Grant Execution**

The final matter to be discussed under New Business was the execution of federal grants. The Deputy Executive Manager presented the matter, stating that Board authorization is requested for Management and legal counsel to execute FAA or federal grant agreements and present such grant agreements at the next Board of Directors meeting for ratification. The sooner grant agreements are executed the sooner the Airport has access to the funding.

Grant agreements are now typically e-signed and have a short turn around window.

The approval of this matter will be of assistance with a grant agreement that is anticipated in the coming weeks. The second pandemic relief package or CRSSA is a grant in the amount of \$5,548,708.00 that will be used for O&M expense reimbursement and debt service. Discussion followed relative to the federal grants.

After further discussion, on motion duly made by Director Alcorn, seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

**Resolution No. 21-31**

The Board hereby authorizes Management and Legal Counsel to execute FAA or federal grant agreements electronically and present such grant agreements at the next Board of Directors meeting for ratification.

**7. REPORT OF THE EXECUTIVE MANAGER**

Reference is made to the Executive Manager's Report included as part of the Board's packet, which was presented by Executive Manager Quinata. The report included brief updates on Airport operations, CIPs and Regulatory updates. Included with the report was an update relative to COVID-19.

Discussion followed relative to Governor Leon Guerrero's announcement to reopen travel with a target date of May 1, 2021, and the implementation of a Recovery and Reopening Task Force Committee.

Director Weakley inquired on RFP Management & Infrastructure Support Services for Learning Management System, that was reported on during the Executive Manager's report. Ms. Jean Arriola gave a brief overview of the system. The Learning Management System (LMS) is an online, on-demand system for employee training. Chairman Bamba inquired on the cost of the system. Ms. Arriola replied that initial market research for basic training annually was approximately \$18k and up. Discussion followed, with Chairman Bamba asked that this be brought to the appropriate Board Committee for review and suggestions, and that he is in support of the system.

## **8. REPORT OF THE COMPTROLLER**

Mr. John A. Rios reported on the revenues and expenses of the Authority as of **February 28, 2021**. Mr. Rios reported that year-to-date Total Signatory Revenues are below budgeted revenues by **67.6%**, year-to-date Total Concession Revenues and Passenger Facility Charges are below budget by **10.3%** and **97.3%**, respectively. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues are above the budget estimate by **2.9%**. Year-to-date Total Operating Revenues Actual of **\$11.6M** is **37.1%** below the budget estimate of **\$18.5M**. Year-to-date Total Operating Expenses are below budget by **21.3%**. Components of this line item include a **2.3%** decrease in Personnel Service, a **34.2%** decrease in Contractual Services, a **72.5%** decrease in Materials & Supplies and a **100%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$-2.7M** reflects an increase of **1077.5%** over the year-to-date budgeted amount of **\$0.3M**. Mr. Rios reported that the year-to-date Debt Service Coverage is at **0.78** versus the requirement of **1.25**.

Discussion followed relative to Bonds.

## **9. EXECUTIVE SESSION**

There was no Executive Session.

## **10. PUBLIC COMMENTS**

There were no Public Comments.

## **11. ADJOURNMENT**

Motion to adjourn duly made by Director Tainatongo, seconded by Director Alcorn; motion unanimously passed. The meeting was adjourned at 4:33 p.m.

Dated this \_\_\_\_\_, day of \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
Brian J. Bamba  
Chairman

\_\_\_\_\_  
Donald I. Weakley  
Board Secretary

Prepared and Submitted By:

\_\_\_\_\_  
Amanda O'Brien  
Corresponding Secretary



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date April 15, 2021

Airport/Planning Area Guam International Airport

ACRGP Grant Number 3-66-0001-109-2021

Unique Entity Identifier 855035531

TO: Guam Airport Authority

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 17, 2021, for a grant of Federal funds at or associated with the Guam International Airport, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Guam International Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Guam International

incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$5,556,636, allocated as follows:
  - \$576,343 Primary KC2021
  - \$4,980,293 Primary KQ2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later



than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 14, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

**11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

**14. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**15. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

**16. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

**17. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or
    - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

**20. Employee Protection from Reprisal.**

**a. Prohibition of Reprisals —**

- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. Employee Retention.** Guam Airport Authority, owner and operator of Guam International, as a Small hub airport, agrees to continue to employ, through February 15, 2021 at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically

waived by the Secretary at the airport Sponsor's written request. The CRRSA Act extends reporting requirements through February 15, 2021. On or before March 1, 2021, the Sponsor will report to the FAA the number of employees as of February 15, 2021.

22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

### **SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS**

#### **CONDITIONS FOR ROLLING STOCK/EQUIPMENT -**

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### **CONDITIONS FOR UTILITIES AND LAND -**

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.

6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 15, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

Gordon K Wong

*(Typed Name)*

Honolulu Airports District Office Manager

*(Title of FAA Official)*



## Part II - Acceptance

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated April 16, 2021

Guam Airport Authority

*(Name of Sponsor)*



*(Signature of Sponsor's Designative Official/Representative)*

**By:** John Quinata

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:** Executive Manager

*(Title of Sponsor's Designative Official/Representative)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Anita P. Arriola, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at April 16, 2021

By: Anita P. Arriola  
 Anita P. Arriola (Apr 16, 2021 10:00 GMT+10)  
 (Signature of Sponsor's Attorney)



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

### CONCESSIONS RELIEF ADDENDUM

#### Part I - Offer

Federal Award Offer Date	April 15, 2021	_____
Airport/Planning Area	Guam International Airport	_____
ACRGP Addendum Number	3-66-0001-112-2021	_____
Unique Entity Identifier	855035531	_____
TO:	Guam Airport Authority	_____
	(herein called the "Sponsor")	

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an application dated February 17, 2021 to amend Airports Coronavirus Response Grant Program (ACRGP or "the Agreement") Grant Agreement 3-66-0001-109-2021 to provide relief from rent and minimum annual guarantees (MAG) obligations to each eligible airport concession at Guam International Airport, in accordance with the Coronavirus Response and Relief Appropriations Act ("CRRSA Act" or "the Act"), Public Law 116-260, Division M;

**WHEREAS**, the FAA has agreed with the Sponsor to amend its ACRGP Grant Agreement 3-66-0001-109-2021 to further allocate \$396,419 to fund Concession Relief as defined below;

**WHEREAS**, the Sponsor has accepted the terms of the FAA's ACRGP Concessions Relief Addendum offer;

**WHEREAS**, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the ACRGP Concessions Relief Addendum Application for the Guam International Airport;

**WHEREAS**, no other terms, conditions, or assurances of the 3-66-0001-109-2021 shall be negated as a result of this ACRGP Concessions Relief Addendum;

**WHEREAS**, this ACRGP Concessions Relief Addendum hereby amends 3-66-0001-109-2021 for the purpose of adding \$396,419 for Guam International Airport to use to provide relief from rent and minimum annual guarantees (MAG) obligations, as applicable, to each eligible airport concession in an

amount that reflects each eligible airport concession's proportional share of the total amount of the rent and MAGs of all eligible airport concessions at Guam International Airport, as further defined herein, for relief provided no earlier than December 27, 2020, until the specified Concession Relief funds have been fully expended.

**NOW THEREFORE**, in accordance with the applicable provisions of the Coronavirus Response and Relief Appropriations Act, Public Law 116-260, Division M, the representations contained in the ACRGP Concessions Relief Addendum Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for an ACRGP Concessions Relief Addendum, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-66-0001-109-2021 and, (b) the benefits to accrue to the United States and the public from the accomplishment of the ACRGP Concession Relief Addendum, and in compliance with the conditions and requirements as herein provided

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred accomplishing ACRGP Concessions Relief as a result of and in accordance with this ACRGP Concession Relief Addendum.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

### **CONDITIONS**

#### **ADDENDUM TO AIRPORT CORONAVIRUS RELIEF GRANT AGREEMENT 3-66-0001-109-2021**

- 1a. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$396,419 to be provided to the airport sponsor for rent relief provided to eligible airport concessions as described herein.
- 2a. **Period of Performance.** This ACRGP Concessions Relief Addendum is subject to the following federal award requirements:
  - a. This Addendum does not change the period of performance date prescribed in the ACRGP Grant Agreement 3-66-0001-109-2021.
  - b. This Addendum does not change the budget period prescribed in the ACRGP Grant Agreement 3-66-0001-109-2021.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
    2. The FAA may terminate this ACRGP Concessions Relief Addendum, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340.
- 3a. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

- 4a. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the Concessions Relief unless this offer has been accepted by the Sponsor on or before May 14, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 5a. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Concessions Relief Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

### **SUPPLEMENTAL TO ACRGP GRANT AGREEMENT 3-66-0001-109-2021**

#### **CONDITION FOR AIRPORT CONCESSIONS RELIEF -**

1. **ACRGP Concessions Relief.** The Sponsor agrees that it will use the funds in this ACRGP Concessions Relief Addendum allocated specifically to cover lawful expenses to provide relief from rent and minimum annual guarantee obligations to on airport car rental, on-airport parking, and in-terminal airport concessions (collectively referred to herein as “Concessions”) as defined in part 23 of title 49, Code of Federal Regulations, in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds shall be governed by the following specific conditions defined in the CRRSA Act:
  - a. Relief provided to Concessions must equal the total amount of funds allocated for Concessions under this ACRGP Concessions Relief Addendum, to the extent practicable and to the extent permissible under state laws, local laws, and applicable trust indentures;
  - b. Relief provided to Concessions from rent and minimum annual guarantee obligations to each eligible airport concession in an amount that reflects each eligible airport concession’s proportional share of the total amount of the rent and minimum annual guarantees of all the eligible airport concessions at such airport;
  - c. Relief provided to Concessions shall be prioritized to minority-owned businesses, to the extent permissible;
  - d. Relief shall only be provided to Concessions that have certified they have not received a second draw or assistance for a covered loan under Section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or minimum annual guarantee costs; and
  - e. Each Concession provided relief with these funds shall certify to the Sponsor it will not apply for a covered loan as described above for rent or minimum annual guarantee costs.

The Sponsor agrees that it will provide the FAA with reporting data in lieu of invoices to be reimbursed for eligible expenses as described herein and certify data submitted is true and correct. The FAA will provide reporting options for the Sponsor. The Sponsor may not use funds allocated for Concessions for other airport purposes except that the Sponsor may retain up to two percent of the amount allocated for Concession relief purposes in this ACRGP Concession Relief Addendum to administer the Concession relief program. Funds not expended under this condition are subject to recovery by FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Concessions Relief Addendum Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise an ACRGP Concessions Relief Addendum, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Concessions Relief and compliance with the conditions as provided herein. Further, this ACRGP Concessions Relief Addendum shall be attached to ACRGP 3-66-0001-109-2021, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

Gordon K Wong

*(Typed Name)*

Honolulu Airports District Office Manager

*(Title of FAA Official)*

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Concessions Relief Addendum Application and incorporated materials referred to in the foregoing Offer under this ACRGP Concessions Relief Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer. Furthermore, the Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose.

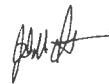
**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this April 16, 2021

Guam Airport Authority

*(Name of Sponsor)*



*(Signature of Sponsor's Authorized Official)*

**By:** John Quinata

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Executive Manager

*(Title of Sponsor's Authorized Official)*



**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Anita P. Arriola, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing ACRGP Concessions Relief Addendum under the laws of the State of Guam. Further, I have examined the foregoing ACRGP Concessions Relief Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. In addition, for grants involving Concessions Relief to be carried out by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this ACRGP Concessions Relief Addendum may only be used for the Concessions Relief prescribed in the Act and identified herein. The Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose a. Further, it is my opinion that the said ACRGP Grant Agreement and the ACRGP Concessions Relief Addendum attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at April 16, 2021

By: Anita P. Arriola  
 Anita P. Arriola (Apr 16, 2021 10:35 GMT+10)  
 (Signature of Sponsor's Attorney)



**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
BOARD OF DIRECTORS**

**EXECUTIVE SUMMARY**

**REQUEST FOR PROPOSALS NO. RFP-003-FY21  
MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES  
FOR LEARNING MANAGEMENT SYSTEM**

**April 29, 2021**

**Purpose**

Board action is requested to approve the ranking results and award for Request for Proposal No. RFP-003-FY21 for Management & Infrastructure Support Services for Learning Management System.

**Background**

The referenced Request for Proposal (“RFP”) solicits proposals from firms and/or individuals to provide professional management and infrastructure support services for a web-based Learning Management System (“LMS”) software application for the administration, documentation, tracking, reporting, automation, and the delivery of training, learning, development, and compliance programs for GIAA.

**Procurement Background**

The RFP was advertised in the local newspapers on March 8, 11 & 19, 2021. The established deadline to submit the proposals was March 26, 2021, 4 p.m.

A total of fifteen (15) firms showed their interest by obtaining the RFP package and two (2) firms responded by submitting their proposal before the submission deadline.

**Proposal Analysis and Evaluation**

The Evaluation Committee appointed by me completed their evaluations of the proposals based on the evaluation criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office and the evaluation results in the order of ranking are as follows:

- 1. Offeror B**
- 2. Offeror A**

The proposals were reviewed and determined to have met the standards of responsibility and responsiveness as outlined in the Guam Procurement Law & Regulations.

Based on the tabulation of the evaluation ranking, **Offeror B** is deemed the highest ranked, responsive firm to perform the required services in accordance with the criteria set forth in the

April 29, 2021

Page 2 of 2

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RFP. Also, upon further analysis of the offeror's submitted required documents, **Offeror B** has been deemed to have met the standards of responsibility outlined in the Guam Procurement Law & Regulations.

**Legal Review**

Upon Board approval, a contract will be forwarded to Legal Counsel for review and approval as to form. The term of the contract is for a period of three (3) years with additional two (2) one (1) year option years to be exercised at the sole discretion of GIAA, not to exceed a total contract period of five (5) years and subject to the availability of funding.

**Financial Review**

The *Management & Infrastructure Support Services for Learning Management System* contract will be funded under the Administration Division's O&M Budget.

**Recommendation**

I recommend the Board approve the ranking results and the contract award to **Offeror B** for the *Management & Infrastructure Support Services for Learning Management System* contract, subject to negotiation of fair and reasonable fees to be submitted by the offeror at a time and in a format determined by GIAA. If GIAA is unable to negotiate a contract with the highest ranked offeror, the Executive Manager or his designee, may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations.

**Email: [official@guamairport.net](mailto:official@guamairport.net)**

April 21, 2021

**MEMORANDUM**

**TO: JOHN M. QUINATA  
EXECUTIVE MANAGER**

**FROM: SUPPLY MANAGEMENT ADMINISTRATOR**

**SUBJECT: EVALUATION AND RECOMMENDATION - REQUEST FOR PROPOSALS (RFP)  
MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES  
FOR LEARNING MANAGEMENT SYSTEM, RFP NO. RFP-003-FY21**

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The referenced Request for Proposal ("RFP") solicits proposals from firms and/or individuals to provide professional management and infrastructure support services for a web-based Learning Management System ("LMS") software application for the administration, documentation, tracking, reporting, automation, and the delivery of training, learning, development, and compliance programs for GIAA.

The RFP was advertised in the local newspapers on March 8, 11, & 19, 2021. The deadline to submit proposals was established for March 26, 2021, 4 p.m.

A total of fifteen (15) firms and/or individuals downloaded the RFP package and two (2) firms submitted a proposal before the submission deadline.

**Proposal Review for Responsibility and Responsiveness**

The proposals were reviewed to determine responsibility and responsiveness, that is, whether or not the offerors submitted all the documents required by the RFP. Both proposals were determined to have met the standards of responsibility and responsiveness as outlined in the Guam Procurement Laws & Regulations:

Offeror A:

Offeror submitted all required documents set forth in the RFP.

Offeror B:

Offeror submitted all required documents set forth in the RFP.

**Evaluation and Selection**

Pursuant to Section 8: Selection of Best Qualified Offeror and Proposal of *Basic Information* of the RFP documents, after receipt of all proposals, the GIAA Evaluation Committee established by the Executive Manager shall conduct an independent evaluation of the proposals based on the evaluation criteria set forth in the RFP for the purpose of determining if the offerors have met the standards of responsiveness and responsibility as outlined in the Guam Procurement Law & Regulations.

The evaluation committee established by management was comprised of the following individuals:

1. Raymond T.Q. Quintanilla, Airport Operation Superintendent, *Acting*
2. Raymond G. Santos, Assistant Fire Chief (ARFF)
3. Lt. Thomas P.C. Daga, Airport Police Supervisor
4. Arleen M. Torres-Sanchez, Systems Programmer

5. Vivian I. Aflague, Management Analyst IV

The committee completed their evaluations of the proposals based on the evaluation criteria set forth in the RFP. The scores were tabulated as reflected on the attached summary worksheet. As a result of our tabulation, the firms selected in the order of their ranking are as follows:

1. **Offeror B**
2. **Offeror A**

Attached for your reference is the summary of the committee's evaluation scores based on the evaluation criteria set forth in the RFP.

**Recommendation**

Offeror B is deemed to have met the standards of responsiveness and responsibility as outlined in the Guam Procurement Law & Regulations. Therefore, it is recommended to approve the ranking results and the contract award to **Offeror B** for *Management & Infrastructure Support Services for Learning Management System*, subject to negotiation of fair and reasonable fees. The term of the contract to be awarded is for a period of three (3) years with additional two (2) one (1) year option years to be exercised at the sole discretion of GIAA, not to exceed a total contract term of five (5) years and subject to the availability of funding.

Should you have any questions or would like to discuss this matter further, I am available at your request.



**HENRY M. CRUZ**

**APPROVED:**



**JOHN M. QUINATA**  
EXECUTIVE MANAGER

**Attachments**

cc: Evaluation Committee / Procurement File





Antonio B. Won Pat International Airport Authority, Guam

## Evaluation Score Tally Sheet

RFP NO. RFP-003-FY21

### MANAGEMENT AND INFRASTRUCTURE SUPPORT SERVICES FOR LEARNING MANAGEMENT SYSTEM

OFFEROR DESIGNATION	Evaluator 1		Evaluator 2		Evaluator 3		Evaluator 4		Evaluator 5		Avg. Ranking	Final Ranking
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank		
OFFEROR A	55	2	64	2	58	2	81	1	75	2	1.8	2
OFFEROR B	75	1	77	1	65	1	65	2	88	1	1.2	1

Evaluators:
No. 1: Raymond T.Q. Quintanilla, Operations Superintendent, <i>Acting</i>
No. 2: Raymond G. Santos, Assistant Fire Chief
No. 3: Lt. Thomas P.C. Daga, Airport Police Supervisor
No. 4: Arleen M. Torres-Sanchez, Systems Programmer
No. 5: Vivian I. Aflague, Management Analyst IV



**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
BOARD OF DIRECTORS**

**EXECUTIVE SUMMARY**

**INVITATION FOR BID NO. GIAA-C01-FY21  
REHABILITATE RUNWAY 6L/24R – CONSTRUCTION PHASE 2**

**April 29, 2021**

**Purpose**

Board action is requested to approve the bid award for Invitation for Bid No. GIAA-C01-FY21 for *Rehabilitate Runway 6L/24R – Construction Phase 2* (the “IFB”).

**Project Background**

The IFB is part of the rehabilitation of Runway 6L/24R project (the “Project”), which is identified in GIAA’s Airport Capital Improvement Program with the Federal Aviation Administration (“FAA”). The Project was divided into two (2) phases. Phase 1 (further divided into Phase 1A and Phase 1B) is complete. The subject IFB is for construction services for Phase 2 of the Project.

HTD Pacific, Inc. prepared the drawings, plans and specifications for the Project. SSFM International, Inc. is the construction manager. The contract time for Phase 2 is 210 calendar days from receipt of the Notice to Proceed.

**Procurement Background**

On March 17, 2021, GIAA issued the IFB. The IFB was advertised in local newspapers on March 17, 19, & 25 and April 2, 14, & 16, 2021. The bid submission deadline was April 23, 2021 at 2:00 p.m. and bid opening took place on the same day at 2:15 p.m.

Twenty-one (21) firms showed their interest by obtaining the IFB and two (2) firms submitted bids prior to the bid submission deadline. As required by the Guam Procurement Regulations, the bids were opened publicly and read aloud by GIAA procurement staff in the presence of the bidders.

### **Bid Analysis and Evaluation**

The results of the submitted bids are as follows in the order they were received and opened:

<b>Bidder:</b>	<b>Total Bid Amount:</b>
<b>IAN Corporation</b>	<b>\$4,573,564.35</b>
Hawaiian Rock Products	\$4,821,779.50

The two (2) bids were determined to be responsive and both bidders were deemed to have met the standards of responsibility as set forth in the Guam Procurement Law & Regulations. The government estimate for this project is \$3,498,796.00.

### **Legal Review**

Upon Board approval, award will be processed through the issuance of a contract subject to legal review.

### **Financial Review**

The Project is funded by a phased FAA grant. The FAA grant offer for Phase 2 is expected to be received from the FAA shortly.

### **Recommendation**

Management recommends award of the contract for Invitation for Bid No. GIAA-C01-FY21, Rehabilitation of Runway 6L/24R – Construction Phase 2, in the amount of **\$4,573,564.35** to **IAN Corporation**, who has been determined to be the lowest bidder who has met the standards of responsibility and responsiveness outlined in the Guam Procurement Law and Regulations, subject to the execution of a FAA grant offer to fund Phase 2 of the Project.



**Email: [official@guamairport.net](mailto:official@guamairport.net)**

April 26, 2021

**MEMORANDUM**

**TO:** JOHN M. QUINATA  
EXECUTIVE MANAGER

**FROM:** HENRY M. CRUZ, SUPPLY MANAGEMENT ADMINISTRATOR  
VICTOR J. CRUZ, ENGINEER SUPERVISOR

**SUBJECT:** BID EVALUATION AND RECOMMENDATION – INVITATION FOR BID (“IFB”)  
REHABILITATE RUNWAY 6L/24R - CONSTRUCTION PHASE 2  
IFB No. GIAA-C01-FY21, PROJECT No. GIAA-FY18-01-2,  
AIP No. 3-66-0001-TBD

**Project Background:**

The IFB is part of the project for the rehabilitation of Runway 6L/24R, which is identified in GIAA’s Airport Capital Improvement Program with the Federal Aviation Administration (“FAA”). The project was divided into two (2) phases. Phase 1 (further divided into Phase 1A and Phase 1B) is complete. The IFB is for construction services for Phase 2 of the project.

HTD Pacific, Inc. prepared the drawings, plans and specifications for the Project. SSFM International, Inc. is the construction manager.

**Procurement Background:**

The IFB was publicly announced in local newspapers on March 17, 19, & 25 and April 2, 14, & 16, 2021. The bid submission deadline was April 23, 2021 at 2:00 p.m. and bid opening took place the same day at 2:15 p.m.

Twenty-one (21) firms and/or individuals downloaded the IFB package and two (2) firms submitted a bid prior to the bid submission deadline. The bids were opened publicly and read aloud by the Supply Management Administrator and recorded by Procurement staff.

The results of the submitted bids are as follows in the order they were received and opened:

Bidder:	Total Bid Amount:
IAN Corporation	\$4,573,564.35
Hawaiian Rock Products	\$4,821,779.50

**Bid Analysis and Evaluation:**

Pursuant to Section 12 of the Instructions to Bidders of the IFB, the contract will be awarded, if it is to be awarded, as soon as possible to the responsible bidder with the lowest total bid price within the available funding for the project; and provided the bid is reasonable and is in the interest of GIAA to accept it. To determine the responsiveness of bidders, the bid package specified the required documents that bidders must submit with their bid packages. The attached abstract illustrates the inventory of required documents and bidders' submittal. The government estimate for this project is \$3,498,796.00.

**IAN Corporation:** The bidder submitted a total bid price of \$4,573,564.35 or 31% above the government estimate. The submitted Bidder's Qualification Statement form identifies projects from 2015-2021 with resumes. The bidder submitted a copy of its Guam Contractor's License #C-0321-0025. All other required documents are complete and in conformance with the IFB.

**Hawaiian Rock Products:** The firm submitted a total bid price of \$4,821,779.50 or 38% above the government estimate. The submitted Bidder's Qualification Statement form identified projects from 2018-2021 with resumes. The bidder submitted a copy of its Guam Contractor's License #C-0620-0214. All other required documents are complete and in conformance with the IFB.

**Recommendation:**

Pursuant to Section 12 of the Instructions to Bidders of the IFB, the Contract will be awarded to the responsible bidder with the lowest Total Bid Price. IAN Corporation is the lowest responsible, responsive bidder with a bid price of \$4,573,564.35 and therefore it is recommended that **IAN Corporation** be awarded the contract in the amount of \$4,573,564.35 for this project. The contract time is 210 calendar days from receipt of the Notice to Proceed.

Should you have any questions, I am available at your request.



**VICTOR J. CRUZ**



**HENRY M. CRUZ**

**APPROVED:**



**JOHN M. QUINATA**  
EXECUTIVE MANAGER

Attachment

cc: ADMIN / PROC / ENG



**AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**CITY OF BARRIGADA )  
 ) ss.  
 )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

☐ The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.


☒ The offeror is a corporation, partnership, joint venture, or association known as *[please state name of offeror company]* IAN Corporation, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
<u>Ian J. Chong</u>	<u>1129 Route 15</u>	<u>100%</u>
	<u>Barrigada, Guam 96913</u>	

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

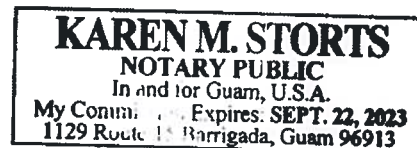
<u>Name</u>	<u>Address</u>	<u>Compensation</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to  
before me this day of April 22, 2021.

Karen M. Storts  
NOTARY PUBLIC  
My commission expires:



**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.**

<b>TO:</b> KHLG & ASSOCIATES, INC. 137 Murray Blvd., Suite 203 Hagatna, GU 96910	<b>TODAY'S DATE:</b> April 21, 2021	<b>WORK ORDER NO.</b> <div style="border: 1px solid black; text-align: center; padding: 5px; width: 100px; margin: 0 auto;">05</div>	<b>PAGE</b> 1 <b>of</b> 2 <small>(Attach Scope of Work, if necessary)</small>
<b>AMOUNT</b> \$590,407.19 <b>EFFECTIVE DATE OF WORK ORDER:</b> March 1, 2021 <b>COMPLETION DATE:</b> August 31, 2021	<b>CONTRACT TITLE/NO.:</b> Construction Management Services for GIAA Aircraft Rescue & Fire Fighting (ARFF) Facility Construction Phase 2: Project No. GIAA-FY15-04-5		
<b>SUBJECT:</b> KHLG ARFF Construction Management Services Contract Extension			
<b>SCOPE OF WORK (SOW):</b> <i>(If SOW requires additional space, please identify number of pages attached on the top right corner of form.)</i>  See attached Cost Proposal			
1. Work Order is issued pursuant to the cited Contract Title/No. stated above. 2. Performance shall be pursuant to terms of the Agreement, incorporated herein by reference. 3. Payment shall be made in accordance with the payment terms of the Agreement, after submission of an invoice and GIAA's acceptance of services as satisfactory.			
<b>ACCEPTED BY:</b>  <div style="text-align: center;"><b>FIRM/COMPANY NAME</b></div> <div style="text-align: center;">KHLG &amp; ASSOCIATES, INC.</div> <hr/> By: Kent C. Hsieh, P.E. <small>Principal (Print)</small>  Signature: _____ Date: _____	<b>AUTHORIZED BY:</b>  By: _____ <div style="text-align: center;">John M. Quinata Executive Manager</div> Date: _____  <b>Certified Funds Available:</b> By: _____ <div style="text-align: center;">JOHN A. RIOS Certifying Officer</div> Date: _____		
<b>GIAA INTERNAL USE ONLY</b>			
<b>DIVISION:</b> Account #: _____  <b>ACCOUNTING:</b> Obligation of funds: _____ Date: _____ <small>(Print Name/Initial)</small> Authorized by: _____ Date: _____ <small>(Print Name/Initial)</small>	<b>PROCUREMENT:</b> Supply Management Administrator, <i>Acting</i> Print/Sign Name: _____  Initial: _____ Date: _____		

(Project No. GIAA-FY15-04-5; AIP No. 3-66-0001-101 & 105 )

Consultant Name: **KHLG & ASSOCIATES, INC.**

		27
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Sub-total Other Direct Costs	\$13,680.00
Total Other Direct Costs Allowance	\$ 13,680.00
Total Labor + ODC	\$566,791.27
Guam GRT 4.167%	\$23,615.92
Prime Consultant SubTotal	\$590,407.19
Subconsultant SubTotal	\$0.00
Grand Total	\$590,407.19



# EXECUTIVE MANAGER'S REPORT

## GIAA BOARD OF DIRECTORS MEETING

### April 29, 2021

#### AIRLINE UPDATES

#### May 2021 Pax Flights

	UA	PR	LJ	JL	KE	7C	CI	TW	RS
HNL	7x weekly								
NRT	7x weekly			Suspended through June 30		Suspended through June 30			
KIX						Suspended through June 30			
MNL	3x weekly	1x weekly							
SPN	4x weekly								
ROR	May 9 & 30								
PNI	May 15								
YAP	May 23								
TKK	May 10 & 24								
ICN			1x weekly		Suspended	1 charter Op May 28. Scheduled flights Suspended through June 30		Suspended through May 31	Suspended through May 31
PUS			Suspended			Suspended through Oct. 24			
TPE							Suspended through June 30		

#### May 2021 Cargo Flights

	UA	PR	KE	JL	FX	UP
SIN						
SFO			1x weekly			
LAX						
HNL						
ICN						
PVG					1x weekly	
						1x weekly
SYD						
MNL						

#### Signatory Airlines Meeting

A Signatory Airline meeting was held earlier today with an overview of USCBP plans for biometric entry and exit for Guam, the May 1 opening date, and other airport issues. Another signatory meeting is anticipated for May 2021 for bond updates and a more in-depth presentation by USCBP.





## **EXECUTIVE MANAGER'S REPORT**

### **GIAA BOARD OF DIRECTORS MEETING**

**April 29, 2021**

on biometric entry/exit.

#### **REGULATORY UPDATES**

##### **US Customs and Border Protection (USCBP) Biometric Entry/Exit Program:**

USCBP local and USCBP SFO Chief Jeni Best and team presented GIAA with their Biometric Entry and Exit program status date. SFO advises look ahead schedule of 2<sup>nd</sup> week of May for work on Guam biometrics upon entry systems. Discussion with airlines on the biometric capture upon exit, or departure, was initiated with USCBP presenting their program at this morning's signatory airline meeting.

##### **FAA UDO Meeting**

GIAA and FAA held its monthly meeting earlier today at 11am. Discussion included status of AIP projects and projects anticipated to be funded in FY 2021. This includes the Master Plan Update, Update to the Part 150 Noise Study, and Phase II of the 6L Runway Rehabilitation Project.

##### **CQ&AElectronic Declaration Form and DPHSS Health Declaration Form**

Guam Customs & Quarantine, with the Guam Visitors Bureau launched the new Electronic Declaration Form (EDF) and Kiosks on March 25, 2021. The kiosks were introduced into service in a month-long pilot program on UA197 arrivals. It is anticipated the downloadable version of the EDF and QR code on platforms for mobile units will be activated by May 1, 2021. Public Health is also anticipated to have Health Declaration forms available in the same manner as the EDF, however must be filled out on a separate downloadable platform. It is and environmentally advantageous with less paper use per passenger.

#### **FINANCIAL UPDATES**

##### **FY2022 Budget**

Signatory airlines have been submitting their projections for FY2022. GIAA will submit the proposed budget to signatory airlines by July 1, 2021, as required under the signatory agreement, with budget presentation to the Board anticipated at the August 2021 Board of Directors meeting.

#### **FACILITY UPDATES**

##### **ACI HEALTH ACCREDITATION**

In an April 6, 2021 correspondence to GIAA, Airports Council International (ACI) World Director General Luis Felipe de Oliveira, announced *"After reviewing the evidence presented through our evaluation process, your airport has shown that it is providing a safe airport experience for all travelers which is in line with the recommended health measures established in the ACI Aviation Business Restart and Recovery guidelines and the International Civil Aviation Organization (ICAO) Council Aviation Recovery Task Force Recommendations, along with industry best practices"* and presented the Guam International Airport with its Certificate of Accreditation.

## EXECUTIVE MANAGER'S REPORT

### GIAA BOARD OF DIRECTORS MEETING

April 29, 2021



As part of the accreditation process, the GIAA submitted a 40-page application, responded to dozens of questions, and provided nearly one hundred evidentiary documents detailing the enhancements, programs, processes, and practices put in place at the GIAA for the health and safety of all who use the terminal. A seasoned evaluator, with over 29 years of experience in large airports that processes over thirty-two million people annually, reviewed the GIAA's application which demonstrates to all stakeholders that the GIAA prioritizes health and safety in a measurable and established manner.

### TRAINING UPDATES

#### **Safety Training: Ladder and Stair**

GIAA Safety conducted in-house raining on ladder and stair utilization for Properties & Facilities, MIS and Procurement personnel.

### PROCUREMENT UPDATES

#### **RFP Airport Master Plan update**

Issue Date:	April 16, 2021
Deadline for Receipt of Written Questions:	April 26, 2021 @ 5pm
Proposal Submission Deadline:	May 19, 2021 @ 4pm

### ANNOUNCEMENTS

- of the GIAA financial audit. A copy is attached for reference.
- GIAA took part in the island wide Island beautification on April 24, 2021 The Airport cleaned both sides of Route 1/ Marine Corps Drive from the GRMC intersection to Wusstig Road intersection in Dededo. Thank you to all Airport employees who joined in the effort, and special thanks to organizers Chief Ray Mantanona and Chief Vince Naputi.
- Airport Retail Concessionaire Lotte Guam received their World Travel and Tourism Council "Safe Travel" stamp, under GVB's "Safe Guam" certification program for demonstrating the utmost in safety and hygiene protocols.

## EXECUTIVE MANAGER'S REPORT

### GIAA BOARD OF DIRECTORS MEETING

April 29, 2021

- A social media/digital campaign GIAA executed with the goal of building up social media followers was chosen as an illustrative example in an Airline Marketing course and accompanying text book authored by Nigel Halpern, Professor at the School of Communication, Leadership and Marketing, Kristiania University College | Oslo. The campaign is highlighted in Chapter 10 in his soon to be published "Airport Marketing" 2<sup>nd</sup> edition text-book. Illustrative example provided. Nigel Halpern's previous publication on Airport Marketing can be referenced at <https://www.routledge.com/Airport-Marketing/Halpern-Graham/p/book/9780415529396>



Figure 10.x. A.B. Won Pat International Airport, Guam Facebook campaign.  
Source: courtesy of A.B. Won Pat International Airport Authority, Guam.

There are also several more general benefits of using social media. Firstly, it allows airports to interact with their customers and to coordinate and control various elements of the promotional mix in a traditional sense (by allowing airports to communicate with customers) but also in a non-traditional sense (by allowing customers to interact with the airport and with each other). This not only grows awareness for the brand but allows customers to help shape the brand by engaging with it, and subsequently acting as brand advocates. Secondly, it can be used to communicate with a range of customers, and at all stages of the customer journey. It is increasingly the 'go-to' source of information for customers and therefore provides airports with a platform to provide correct and accurate information. Thirdly, social media is becoming more sophisticated yet it is still easy to use, for instance, it is easy to set-up a social media account and to start using it for marketing purposes, there is a growing ability for integration (e.g. posting simultaneously on different sites, and providing links to social media or live feed from social media on other media such as the airport website), there is also a growing range of tools that can be used to analyse conversations and to measure performance.

April 26, 2021

**MEMORANDUM**

**To:** Mr. Brian Bamba  
Chairman  
GIAA Board of Directors

**From:** John A. Rios  
Comptroller



**Subject: Operating Results – Revenues and Expenses as of March 31, 2021**

Attached herewith is GIAA's Operating Results Report for the month ending March 31, 2021. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended March 31, 2021.

The key operating results for 6 month(s) of FY2021 ending March 31, 2021 – (in \$000's) are

CATEGORY	Actual FY21 Current Month	YEAR-TO-DATE			FORECAST FOR FULL YEAR- FY21	
		Budget FY21 Y-T-D	Actual FY21 Y-T-D	% Variance Budget vs. Actual	Actual/ Estimate	% Variance Budget vs. Actual/ Estimate
				Y-T-D Current Month		
Total Signatory Revenues	\$ 443.2	\$ 9,736.1	\$ 2,950.7	-69.7%	\$ 17,706.7	27.7%
Total Concession Revenues	\$ 1,358.3	\$ 5,916.0	\$ 5,351.2	-9.5%	\$ 14,409.3	-3.8%
Total PFC's	\$ 30.4	\$ 1,700.6	\$ 66.9	-96.1%	\$ 2,899.5	-36.0%
Total Other Revenues	\$ 885.1	\$ 5,977.8	\$ 5,972.5	-0.1%	\$ 12,554.7	0.0%
Total Operating Revenues	\$ 2,717.0	\$ 23,330.5	\$ 14,341.2	-38.5%	\$ 47,570.2	-15.9%
Total Operating Expenses	\$ 3,171.4	\$ 21,800.9	\$ 19,176.7	-12.0%	\$ 39,343.6	-6.3%
Net Revenues from Operations	\$ (454.4)	\$ 1,529.6	\$ (4,835.5)	-416.1%	\$ 8,226.6	-43.6%
Non-Operating Expenses	\$ 63.4	\$ 436.0	\$ 380.6	-12.7%	\$ 744.6	-6.9%
Other Available Moneys/other sources of funds	\$ 372.3	\$ 8,115.2	\$ 8,130.9	0.2%	\$ 10,246.1	0.2%
Net Debt Service Coverage	-0.07	1.24	0.43	-65.8%	1.20	-25.4%

Year-to-date Total Signatory Revenues for the month ending March 31, 2021 are below Budgeted revenues by **69.7%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **9.5%** below budget while Passenger Facility Charges are below the budget estimate by **96.1%**.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **0.1%**.

Year-to-date Total Operating Revenues actual of **\$14.3M** is **38.5%** below the budget estimate of **\$23.3M**.

Year-to-date Total Operating Expenses are below budget by **12.0%**. Components of this line item include a **19.6%** increase in Personnel Service, a **34.6%** decrease in Contractual Services, a **73.0%** decrease in Materials & Supplies and a **100%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$-4.8M** represents a **416.1%** decrease over the year-to-date budgeted amount of **\$1.5M**.

Finally, our year-to-date results for Debt Service Coverage is at **0.43** versus the requirement of **1.25**.

Should you have any questions, please contact me at your convenience.

#### Attachments

Cc: Board of Directors  
Executive Manager  
Deputy Executive Manager  
Airport Services Manager

**GUAM INTERNATIONAL AIRPORT AUTHORITY**

**KEY OPERATING RESULTS (\$000's)**

**as of March 31, 2021**

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2020	Budget FY2021	Actual FY2021	%Var Bud Vs Act'l		Actual FY2020	Budget FY2021	Actual FY2021	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
<b>I. Signatory Airline Rents &amp; Fees</b>											
Terminal Bldg Rentals	280.3	237.8	232.9	-2.0%	2,853.8	1,867.9	1,426.9	1,397.7	-2.0%	2,824.6	-1.0%
Departure Fees	200.9	524.8	44.5	-91.5%	6,646.8	3,229.4	2,493.5	220.5	-91.2%	4,373.7	-34.2%
Arrival Fees	152.4	480.6	29.1	-93.9%	6,056.2	3,089.3	2,269.3	151.6	-93.3%	3,938.5	-35.0%
Immigration Inspection Fees	53.4	193.7	4.9	-97.5%	2,378.4	1,127.9	844.7	25.1	-97.0%	1,558.8	-34.5%
Common Use Ticket Counter Fees	0.0	63.1	0.5	-99.3%	767.8	62.9	297.7	2.8	-99.1%	472.9	-38.4%
Loading Bridge Use Fees	399.5	347.0	79.8	-77.0%	4,084.3	3,931.0	1,687.5	616.7	-63.5%	3,013.5	-26.2%
Apron Use Fees	76.0	31.2	11.2	-64.2%	370.6	718.3	155.8	125.1	-19.7%	339.9	-8.3%
Landing Fees	188.4	112.5	40.3	-64.2%	1,334.2	1,659.8	560.7	411.3	-26.6%	1,184.8	-11.2%
<b>Total Signatory Revenue</b>	<b>1,350.9</b>	<b>1,990.7</b>	<b>443.2</b>	<b>-77.7%</b>	<b>24,492.1</b>	<b>15,686.5</b>	<b>9,736.1</b>	<b>2,950.7</b>	<b>-69.7%</b>	<b>17,706.7</b>	<b>-27.7%</b>
Enplaned Signatory Pax	52,727	90,592	7,687	-91.5%	1,147,374	854,420	430,433	38,082	-91.2%	755,023	-34.2%
<b>Cost per Enplaned Pax</b>	<b>\$25.62</b>	<b>\$21.97</b>	<b>\$57.66</b>	<b>162.4%</b>	<b>\$21.35</b>	<b>\$18.36</b>	<b>\$22.62</b>	<b>\$77.48</b>	<b>242.6%</b>	<b>\$23.45</b>	<b>9.9%</b>
<b>Revenues from Sources other than Signatory Airlines Rents &amp; Fees</b>											
Concession Revenues											
Gen Mdse	1,065.4	1,240.4	1,237.9	-0.2%	12,352.5	6,889.2	4,910.3	4,818.9	-1.9%	12,261.0	-0.7%
In-flight Catering	47.4	26.8	17.4	-35.1%	321.6	446.2	160.8	113.5	-29.4%	274.3	-14.7%
Food & Beverage	37.7	68.1	15.9	-76.6%	851.5	544.5	315.0	62.7	-80.1%	599.1	-29.6%
Rental Cars	126.1	96.9	72.6	-25.1%	943.0	802.8	342.8	283.9	-17.2%	884.1	-6.2%
Other Concession Rev	35.1	40.4	14.5	-64.1%	505.6	337.0	187.1	72.3	-61.4%	390.8	-22.7%
<b>Total Concession Revenues</b>	<b>1,311.7</b>	<b>1,472.6</b>	<b>1,358.3</b>	<b>-7.8%</b>	<b>14,974.1</b>	<b>9,019.8</b>	<b>5,916.0</b>	<b>5,351.2</b>	<b>-9.5%</b>	<b>14,409.3</b>	<b>-3.8%</b>
Passenger Facility Charges	224.1	357.9	30.4	-91.5%	4,533.3	3,282.1	1,700.6	66.9	-96.1%	2,899.5	-36.0%
Other Revenue	1,010.2	1,035.7	885.1	-14.5%	12,560.1	7,975.8	5,977.8	5,972.5	-0.1%	12,554.7	0.0%
<b>Total Operating Revenue</b>	<b>3,896.9</b>	<b>4,856.9</b>	<b>2,717.0</b>	<b>-44.1%</b>	<b>56,559.6</b>	<b>35,964.2</b>	<b>23,330.5</b>	<b>14,341.2</b>	<b>-38.5%</b>	<b>47,570.2</b>	<b>-15.9%</b>
<b>II. Operating Expenses:</b>											
Personnel Services	3,052.6	1,514.2	1,985.9	31.2%	19,685.0	10,667.7	9,842.5	11,771.4	19.6%	21,613.8	9.8%
Contractual Services	2,717.9	1,844.1	1,125.1	-39.0%	20,446.9	12,000.3	10,930.5	7,145.5	-34.6%	16,661.8	-18.5%
Materials & Supplies	73.1	236.6	60.4	-74.5%	1,685.9	382.5	961.2	259.9	-73.0%	984.5	-41.6%
Equipment/Furnishings	0.0	8.9	0.0	0.0%	150.0	93.0	66.6	0.0	-100.0%	83.4	-44.4%
<b>Total Operating Expenses</b>	<b>5,843.6</b>	<b>3,603.8</b>	<b>3,171.4</b>	<b>-12.0%</b>	<b>41,967.8</b>	<b>23,143.5</b>	<b>21,800.9</b>	<b>19,176.7</b>	<b>-12.0%</b>	<b>39,343.6</b>	<b>-6.3%</b>
<b>Net income from Operations</b>	<b>-1,946.7</b>	<b>1,253.1</b>	<b>-454.4</b>	<b>-136.3%</b>	<b>14,591.8</b>	<b>12,820.7</b>	<b>1,529.6</b>	<b>-4,835.5</b>	<b>-416.1%</b>	<b>8,226.6</b>	<b>-43.6%</b>




GUAM INTERNATIONAL AIRPORT AUTHORITY  
KEY OPERATING RESULTS (\$000's)  
as of March 31, 2021

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2020	Budget FY2021	Actual FY2021	%Var Bud Vs Act'l		Actual FY2020	Budget FY2021	Actual FY2021	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
III. Other Revenues and Expenses											
Less: Non-operating /Non-recurring Expense (Post Employment/Emergency)	69.8	0.0	63.4	0.0%	800.0	539.5	436.0	380.6	-12.7%	744.6	-6.9%
Add: Interest on Investments	63.7	54.0	56.0	3.6%	648.3	1,023.7	324.2	343.2	5.9%	667.4	2.9%
<b>Net Revenues</b>	-1,952.8	1,307.1	-461.8	-1.3	14,440.1	13,304.9	1,417.8	-4,872.9	-443.7%	8,149.4	-43.6%
Add: Other sources of Funds (Federal Reimb)	38.9	33.3	53.1	0.0%	6,400.0	173.8	6,200.0	6,215.7	0.3%	6,415.7	0.2%
Add: Other available moneys	529.9	319.2	319.2	0.0%	3,830.4	3,179.4	1,915.2	1,915.2	0.0%	3,830.4	0.0%
<b>Net Revenues and Other Available Moneys</b>	<b>-1,384.0</b>	<b>1,659.7</b>	<b>-89.6</b>	<b>-105.4%</b>	<b>24,670.5</b>	<b>16,658.1</b>	<b>9,533.0</b>	<b>3,258.0</b>	<b>-65.8%</b>	<b>18,395.6</b>	<b>-25.4%</b>
Debt Service payments	2,119.6	1,276.8	1,276.8	0.0%	15,321.7	10,144.3	7,660.8	7,660.8	0.0%	15,321.7	0.0%
<b>Debt Service Coverage</b>	<b>-0.65</b>	<b>1.30</b>	<b>-0.07</b>	<b>-105.4%</b>	<b>1.61</b>	<b>1.64</b>	<b>1.24</b>	<b>0.43</b>	<b>-65.8%</b>	<b>1.20</b>	<b>-25.4%</b>
<b>Debt Service Requirement</b>	<b>1.25</b>	<b>1.25</b>	<b>1.25</b>		<b>1.25</b>	<b>1.25</b>	<b>1.25</b>	<b>1.25</b>		<b>1.25</b>	

**RECOMMENDATION OF COUNSEL**

**TO:** Board of Directors  
**ANTONIO B. WON PAT INTERNATIONAL**  
**AIRPORT AUTHORITY, GUAM**

**CC:** Mr. John M. Quinata  
Executive Manager  
**ANTONIO B. WON PAT INTERNATIONAL**  
**AIRPORT AUTHORITY, GUAM**

**FROM:** Janalynn Cruz Damian   
**CALVO FISHER & JACOB LLP**

**DATE:** April 19, 2021

**SUBJECT:** **Executive Session**

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Pursuant to 5 GCA § 8111(c)(1), I hereby recommend that the Board of Directors of GIAA conduct an Executive Session at the next regular scheduled Board meeting to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party.

April 16, 2021

**VIA BOARD SECRETARY**

Mr. Brian J. Bamba  
Chairman  
Members of the GIAA Board of Directors  
A.B. Won Pat International Airport Guam  
355 Chalan Pasaheru  
Tamuning, Guam 96913

***RE: Recommendation to go into Executive Session at  
Regular Board Meeting for April 29, 2021***

Dear Mr. Chairman and Members of the GIAA Board of Directors,

This is to recommend and advise, pursuant to 5 G.C.A. § 8111(c)(1), of the need to go into executive session at the regular board meeting for the GIAA Board of Directors on April 29, 2021.

This recommendation is subject to approval by an affirmative vote of a majority of the members of the GIAA Board of Directors.

Very truly yours,

  
ANITA P. ARRIOLA

cc: Mr. John M. Quinata  
Executive Manager

Mr. Ricky Hernandez  
Deputy Executive Manager

Email: [aarriola@arriolafirm.com](mailto:aarriola@arriolafirm.com)

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***FOUNDED BY JOAQUIN C. ARRIOLA, RETIRED***