

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

Thursday, May 30, 2024, 3:00 p.m.

GIAA CONFERENCE ROOMS 1 & 2

1. CALL TO ORDER AND ATTENDANCE

The May 30, 2024 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 Brian Bamba at 3:14 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Brian J. Bamba
Gurvinder S. Sobti
Donald I. Weakley
Lucy M. Alcorn
Doyon A. Morato

Offices or positions:

Chairman
Vice Chairman
Board Secretary

Directors Absent:

Rosie R. Tainatongo (Excused)
Jesse G. Garcia (Excused)

GIAA Officials:

Artemio R. Hernandez, Ph.D.
Dafne Mansapit Shimizu
Jean M. Arriola
Raymond Quintanilla
Rolenda Faasuumalie
Audie Artero
Kathrina Bayson
Peter Torres
Vanessa Pangindian

Deputy Executive Manager
Comptroller
Airport Services Manager
Airport Operations Superintendent
Airport Marketing Administrator
Engineering Supervisor
Supply Management Administrator
Building Maintenance Supervisor
Property Management Office

William Brennan

Arriola Law Firm, GIAA Legal Counsel

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 Secretary Weakley, seconded by Director Morato, the following resolution was unanimously passed:

Resolution No. 24-36

The Board hereby approves the agenda of the May 30, 2024 regular meeting, as presented.

3. APPROVAL OF MINUTES

A. April 30, 2024 - Regular Meeting

On motion duly made by Secretary Weakley, seconded by Director Alcorn, the following resolution was unanimously passed:

Resolution No. 24-37

The Board hereby approves the minutes of the April 30, 2024 regular meeting, subject to corrections.

4. CORRESPONDENCE

Deputy Executive Manager Hernandez advised there was no Correspondence to report.

5. OLD BUSINESS

Deputy Executive Manager Hernandez advised there was no Old Business to present.

6. NEW BUSINESS

A. Acceptance of FY23 Financial Audit Report

The first matter discussed was the FY23 Financial Audit. Deputy Executive Manager Hernandez introduced Mr. Rizalito Paglingyan (RG), and E&Y Team. Mr. Paglingyan (RG), presented the financial audit results via PowerPoint and E&Y's unmodified opinion, for the Boards information. E&Y thanked GIAA Accounting team for their cooperation. Chairman Bamba thanked Mr. Paglingyan (RG) and E&Y team for their hard work and effort on the audit.

Discussion followed regarding Typhoon Mawar related issues, and minor audit findings with PFC payments. Managements recommendation is for the Board to accept the audit report as presented.

After further discussion, on motion duly made by Chairman Bamba, seconded by Vice Chairman Sobti, the following resolution was unanimously approved:

Resolution No. 24-38

The Board hereby accepts the FY2023 Financial Audit Report as presented.

B. Ratification of FAA Grant Agreement No. 3-66-0001-123-2024 – Rehabilitate Terminal Building – Design (Roof Replacement w/Solar Module Racking)

The next item discussed by the Board was FAA Grant Agreement No. 3-66-0001-123-2024 – Rehabilitate Terminal Building – Design (Roof Replacement w/Solar Module Racking). Deputy Executive Manager presented the FAA Grant Agreement for ratification by the Board. The Board previously approved the A/E work and the award to E&A Engineers. The firm has since completed the project and been compensated. The grant is in the amount of \$3,225,800.00. Funding falls under the Airport Improvement Grant Program, under the Bipartisan Infrastructure Law. The Airport may receive \$5M per year under the said Program. Management is requesting that the Board ratify the Executive Managers acceptance and execution of the referenced grant, so that the funds may drawn down and used on other projects. Brief discussion followed on funding.

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. 24-39

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-123-2024, Rehabilitate Terminal Building – Design (Roof Replacement w/Solar Module Racking).

C. Approval of Ranking of Offerors for Construction Management Services for Terminal Roof Replacement – RFP No. RFP-003-FY24

Board action is requested to approve the ranking results and conditional award for Request for Proposals (RFP) No. RFP-003-FY24, for the Construction Management Services for Terminal Roof Replacement. Deputy Executive Manager Hernandez, provided background information to the Board on the referenced RFP, including the scope of services, contract term, dates that the RFP was published in the newspaper, proposal submission deadline, and the number of interested proposers.

A total of seventeen (17) firms and/or individuals downloaded the RFP package and four (4) firms submitted a proposal. The proposals were reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. All four (4) offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations. The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that Offeror D met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

The Construction Management Services for Terminal Roof Replacement will be funded under an FAA BIL ATP, Federal Share is 95% and Sponsor Share is 5%. The term of the agreement is for a period of three (3) years with two (2) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, subject to the availability of funding.

Management recommends that the Board approve the ranking results and the contract award to Offeror 'D' for the Construction Management Services for Terminal Roof Replacement Project, subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA. If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations and the RFP. Brief discussion ensued relative to the Request for Proposals process.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Morato, the following resolution was unanimously approved:

Resolution No. 24-40

The Board hereby approves the ranking results as presented and the contract award to Offeror 'D' as presented, for Construction Management Services for Terminal Roof Replacement – RFP No. RFP-003-FY24, subject to negotiation of fair and reasonable fees, and review by legal counsel.

Deputy Executive Manager Hernandez announced that Offeror 'D' is KHLG & Associates.

D. Approval of Award for Purchase and Delivery of Airfield Lights, Signs, and Materials – IFB No. GIAA-002-FY24

The next item on the agenda requiring Board action was the approval of the bid award for Purchase and Delivery of Airfield Lights, Signs, and Materials for the Airport, Invitation for Bid ("IFB") No. IFB No. GIAA-002-FY24. The Deputy Executive Manager provided background information to the Board on the referenced IFB. Thirteen (13) prospective bidders downloaded the IFB package and three (3) bidders 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 a member of the Procurement staff. The result of the submitted bids are as follows in the order that they were received and opened:

		CRW Trading, Inc.		USA Contractors, Inc.		Wang Brother's Holding, LLC	
Item No.	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	20	\$99.00	\$1,980.00	\$92.00	\$1,840.00	\$118.00	\$2,360.00
2	20	\$1,413.08	\$28,261.60	\$402.50	\$32,565.00	\$1,626.00	\$32,520.00
3	75	\$337.89	\$25,341.75	\$402.50	\$30,187.50	\$396.00	\$29,700.00
4	150	\$55.06	\$8,259.00	\$45.00	\$6,750.00	\$78.00	\$11,700.00
5	150	\$61.18	\$9,177.00	\$45.00	\$6,750.00	\$81.00	\$12,150.00
6	6	\$1,445.77	\$8,674.62	\$12,783.75	\$76,702.50	\$1,668.00	\$10,008.00
7	6	\$1,838.43	\$11,030.58	\$1,408.75	\$8,452.50	\$2,109.00	\$12,654.00

8	6	\$1,838.43	\$11,030.58	\$1,494.38	\$8,966.28	\$2,109.00	\$12,654.00
9	50	\$262.59	\$13,129.50	\$205.00	\$10,250.00	\$303.00	\$15,150.00
10	50	\$350.21	\$17,510.50	\$212.50	\$10,625.00	\$407.00	\$20,350.00
11	50	\$37.69	\$1,884.50	No Bid	No Bid	\$47.00	\$2,350.00
12	4	\$59.65	\$238.60	\$62.00	\$248.00	\$72.00	\$288.00
13	7	\$8,333.99	\$58,337.93	\$5,508.75	\$38,561.25	\$9,534.00	\$66,738.00
Bid Total			\$194,856.16		\$231,898.03		\$228,622.00

CRW Trading, Inc.'s bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

USA Contractors, Inc. did not meet the minimum specification requirements for the following line items, which deems their bid on these items nonresponsive:

- *Item Numbers 2, 3, 6-8, and 13* required the use of the brand ADB Airfield Solutions to ensure continued compatibility with GIAA's existing fixtures (refer to IFB, Section C – Technical Specifications), however, bidder provided alternatives brands, which deems their bid on these items nonresponsive.
- *Item Number 10* required a 200-watt circuit isolation transformer; however, bidder submitted a bid for a 150-watt circuit isolation transformer based on part number provided, which deems their bid on this item nonresponsive. Bidder did, however, meet the minimum specification requirements for items 1, 4-5, 9 and 12 and also meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Wang Brother's Holding LLC's bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Funding for this procurement is available under the Properties and Facilities O&M budget.

Management recommends award in the total amount of \$187,900.66 to the responsive and responsible bidder with the Lowest Bid Price for each item as indicated below:

Bidder	Awarded Item Numbers	Total Amount
USA Contractors, Inc.	1,4-5, and 9	\$25,592.00
CRW Trading, Inc.	2-3, 6-8 and 10-13	\$162,310.66

Brief discussion ensued relative to bid amounts submitted and scope details.

After further discussion, on motion duly made by Director Morato, seconded by Secretary Weakley, the following resolution was unanimously approved:

Resolution No. 24-41

The Board hereby approves the contract award for Purchase and Delivery of Airfield Lights, Signs, and Materials under IFB No. GIAA-002-FY24 to USA Contractors, Inc., in the amount of \$25,590.00, and CRW Trading, Inc., in the amount of \$162,310.66, for a total contract amount of \$187,900.66, for the items listed above respectively, subject to review by legal counsel.

E. Approval of Ranking of Offerors for Insurance Broker Services – RFP No. RFP-004-FY24

Board action is requested to approve the ranking results and conditional award for Request for Proposal (RFP) No. RFP-004-FY24, for Insurance Broker Services. Deputy Executive Manager Hernandez, provided background information to the Board on the referenced RFP, including the scope of services, contract term, dates that the RFP was published in the newspaper, proposal submission deadline, and the number of interested proposers.

A total of five (5) firms and/or individuals downloaded the RFP package and one (1) firm submitted a proposal before the submission deadline. The proposal was reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. Offeror A, sole offeror submitted the required documents and was determined to be responsive as outlined in the Guam Procurement Law and Regulations. The Evaluation Committee appointed by the Deputy Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that Offeror A, the sole offeror, met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

The Insurance Broker Services will be funded under the Property Management Office O&M budget. The term of the agreement is for three (3) years with two (2) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, subject to the availability of funding.

Management recommends that the Board approve the ranking results and the conditional award to Offeror A for the Insurance Broker Services subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA. If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations and the RFP.

After further discussion, on motion duly made by Director Morato, seconded by Director Alcorn, the following resolution was unanimously approved:

Resolution No. 24-42

The Board hereby approves the ranking results as presented and the contract award to Offeror 'A' as presented, for Insurance Broker Services – RFP No. RFP-004-FY24, subject to negotiation of fair and reasonable fees, and review by legal counsel.

Deputy Executive Manager Hernandez announced that Offeror 'A' is AM Insurance.

Deputy Executive Manager Hernandez also noted for the record that Executive Manager Quinata recused himself from this procurement for the Insurance Broker Services RFP, and that Deputy Executive Manager Hernandez led the procurement, to include choosing the evaluation committee himself.

F. Approval of Board Resolution No. 24-43: Agreement for Legal Services (ALF)

The next item requiring Board action was the extension of the Agreement for Legal Services with Arriola Law Firm (ALF). Deputy Executive Manager Hernandez presented the resolution. The extension is the final of three (3) options to extend. The additional one (1) year period will commence on June 26, 2024 and expire on June 25, 2025.

After further discussion, on motion duly made by Secretary Weakly, seconded by Vice Chairman Sobti, the following resolution was unanimously approved:

Resolution No. 24-43

WHEREAS, an Agreement for Legal Services was made on June 26, 2020, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA" or the "Authority") and ARRIOLA LAW FIRM ("ALF") (the "ALF Agreement"); and

WHEREAS, the ALF Agreement provides for a term of two (2) years commencing on June 26, 2020, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of ALF and that it is in the best interests of GIAA to extend the term of the ALF Agreement for an additional one (1) year period commencing June 26, 2024 (3rd option), and expiring on June 25, 2025, under the same terms and conditions as set forth in the ALF Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby extends the term of the ALF Agreement for an additional one (1) year period commencing on June 26, 2024, under the same terms and conditions as set forth in the ALF Agreement.

G. Approval of Board Resolution No. 24-44: Agreement for Legal Services (CJP)

The next item requiring Board action was the extension of the Agreement for Legal Services with Calvo Jacob & Pangelinan, LLP. Deputy Executive Manager Hernandez presented the resolution. The extension is the final of three (3) options to extend. The additional one (1) year period will commence on July 15, 2024 and expire on July 14, 2025.

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

Resolution No. 24-44

WHEREAS, an Agreement for Legal Services was made on July 15, 2020, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA" or the "Authority") and the predecessor to CALVO JACOB & PANGELINAN, LLP ("CJP") (the "CJP Agreement"); and

WHEREAS, the CJP Agreement provides for a term of two (2) years commencing on July 15, 2020, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of CJP and that it is in the best interests of GIAA to extend the term of the CJP Agreement for an additional one (1) year period commencing July 15, 2024 (3rd option), and expiring on July 14, 2025, under the same terms and conditions as set forth in the CJP Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby extends the term of the CJP Agreement for an additional one (1) year period commencing on July 15, 2024, under the same terms and conditions as set forth in the CJP Agreement.

- H. Management and Infrastructure Support Services to GIAA's Baggage Conveyance Systems - JMI / Menzies Litigation Update (OPA-PA-21-010, CV0001-24, CV0095-22, OPA-PA-23-002)

Legal Counsel gave a brief updated relating to the OPA-PA-21-010, CV0001-24, CV0095-22, OPA-PA-23-002, stating that the Board had previously authorized Management and Legal Counsel to negotiate and resolve the referenced litigation. Legal Counsel advised that a settlement was reached in writing on May 3, 2024 without any adverse impact to the Airport's operations or finances beyond the fees paid to GIAA's Legal Counsel. There will be no interruption to GIAA's Baggage Conveyance System services. A new procurement will be issued by mid-June 2024, addressing some of the issues raised in litigation. The settlement agreement in writing will be transmitted via the Board Secretary. Brief discussion ensued with Director Morato inquiring if it's a cancellation of the previous RFP. Legal Counsel clarified, it is a cancellation of the 2021 RFP, not the 2021 emergency procurement, that contract remains in place as allowed by Guam Law.

- I. Approval of Award for Exterior Wall Painting/Repair of Main Terminal Building – IFB No. GIAA-C03-FY24

The next item on the agenda requiring Board action was the approval of the bid award for Exterior Wall Painting/Repair of Main Terminal Building, Invitation for Bid ("IFB") No. GIAA-C03-FY24. The Deputy Executive Manager provided background information to the Board on the referenced IFB. Twenty-three (23) 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 a member of the Procurement

staff. The result of the submitted bids are as follows in the order that they were received and opened:

Bidder	Total Amount
Green Community Development dba: Surface Solutions	\$1,494,000.00
BME & Son's Inc.	\$2,565,045.58

The two (2) bids were determined to be responsive and both bidders have met the standards of responsibility as set forth in the Guam Procurement Law & Regulations. The Government estimate for referenced Project is \$1,600,000.00, and funded through GIAA's Capital Improvement Plan funds.

Management recommends award of the Exterior Wall Painting/Repair of Main Terminal Building in the amount of \$1,494,000.00 to Green Community Development dba: Surface Solutions, who is the lowest bidder and has met the standards of responsibility and responsiveness outlined in Guam Procurement Law and Regulations.

Secretary Weakley inquired if the lowest bid amount submitted was confirmed due to being under the Government estimate. Deputy Executive Manager Hernandez announced that the bid amount was confirmed with Green Community Development dba: Surface Solutions as provided for in the Procurement law and regulations.

After further discussion, on motion duly made by Director Alcorn, seconded by Director Morato, the following resolution was unanimously approved:

Resolution No. 24-45

The Board hereby approves the contract award for Exterior Wall Painting/Repair of Main Terminal Building under IFB No. GIAA-C03-FY24 to Green Community Development dba: Surface Solutions, in the amount of \$1,494,000.00, subject to review by legal counsel.

J. Approval of Award for Terminal Floor Replacement – IFB No. GIAA-C04-FY24

The next item requiring Board action was Board action was the approval of the bid award for Construction Management Services for Terminal Roof Replacement – RFP No. RFP-003-FY24. The Deputy Executive Manager provided background information to the Board on the referenced IFB. Thirty-one (31) 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 a member of the Procurement staff. The result of the submitted bids are as follows in the order that they were received and opened:

Bidder	Total Bid Amount
Green Community Development dba: Surface Solutions	\$3,343,313.44
Future World Corporation	\$8,348,632.20

The lowest bid submitted by Green Community Development dba: Surface Solutions, a total bid price of \$3,343,313.44 or 28.63% below the government estimate of \$4,684,242.90. Pursuant to 2 GAR §3109(m)(3), GIAA will confirm bid price with the bidder to ensure that price is true and correct. The funding for this Project is through GIAA Capital Improvement Plan, and a portion subject to reimbursement by FEMA and insurance funding, where applicable.

Management recommended award of the Terminal Floor Replacement in the amount of \$3,343,313.44 to Green Community Development dba: Surface Solutions, who is the lowest bidder and has met the standards of responsibility and responsiveness outlined in Guam Procurement Law and Regulations, subject to confirmation of bid price pursuant to 2 GAR §3109(m)(3).

Brief discussion followed with Director Morato sharing her concern, and asked if the firm has installation experience with the specified of flooring. The Deputy Executive Manager advised that Procurement staff had done their due diligence and the firm was deemed responsible based on bid specification, warranty included. Discussion ensued relative to funding.

After further discussion, on motion duly made by Director Morato, seconded by Director Alcorn, the following resolution was unanimously approved:

Resolution No. 24-46

The Board hereby approves the contract award for Terminal Floor Replacement under IFB No. GIAA-C04-FY24 to Green Community Development dba: Surface Solutions, in the amount of \$3,343,313.44, subject to bid confirmation and review by legal counsel.

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 the Deputy Executive Manager. The report included brief updates on Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

8. REPORT OF THE COMPTROLLER

Ms. Dafne Mansapit Shimizu, Comptroller reported on the revenues and expenses of the Authority for the month ending **April 30, 2024**. Year-to-date Total Signatory Revenues are below Budgeted revenues by **17 .1 %**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget. Year-to-date Total Concession Revenues

are **4.8%** below budget while Passenger Facility Charges are below the budget estimate by **19.3%**. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by **5.8%**. Year-to-date Total Operating Revenues actual of **\$37.9M** is **10.1%** below the budget estimate of **\$42.2M**. Year-to-date Total Operating Expenses are below budget by **17.2%**. Components of this line item include an **8.7%** decrease in Personnel Service, a 20.3% decrease in Contractual Services, a **59.0%** decrease in Materials & Supplies and a **0.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$11.0M** represents a **13.3%** increase over the year-to-date budgeted amount of **\$9.7M**. Finally, our year-to-date results for Debt Service Coverage is at 1.64 versus the requirement of **1.25**.

9. EXECUTIVE SESSION

Executive Session was tabled due to a lack of Quorum because of director recusals related to the matter anticipated to be discussed.


10. PUBLIC COMMENTS

There were no Public Comments

11. ADJOURNMENT

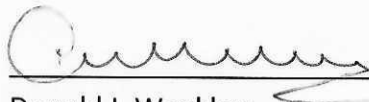
Motion to adjourn duly made by Chairman Bamba, seconded by Director Alcorn; motion unanimously passed. The meeting was adjourned at 4:56 p.m.

Dated this 9TH, day of MAY, 2024.



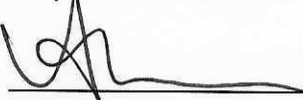
Brian J. Bamba
Chairman

Attest:



Donald I. Weakley
Board Secretary

Prepared and Submitted By:



Amanda O'Brien
Corresponding Secretary

**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
BOARD OF DIRECTORS RESOLUTION NO. 24-43**

**RELATIVE TO THE
EXTENSION OF THE AGREEMENT FOR LEGAL SERVICES
WITH ARRIOLA LAW FIRM**


WHEREAS, an Agreement for Legal Services was made on June 26, 2020, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (“GIAA” or the “Authority”) and ARRIOLA LAW FIRM (“ALF”) (the “ALF Agreement”); and

WHEREAS, the ALF Agreement provides for a term of two (2) years commencing on June 26, 2020, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of ALF and that it is in the best interests of GIAA to extend the term of the ALF Agreement for an additional one (1) year period commencing June 26, 2024 (3rd option), and expiring on June 25, 2025, under the same terms and conditions as set forth in the ALF Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby extends the term of the ALF Agreement for an additional one (1) year period commencing on June 26, 2024, under the same terms and conditions as set forth in the ALF Agreement.


DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE MAY 30, 2024 REGULAR BOARD MEETING.



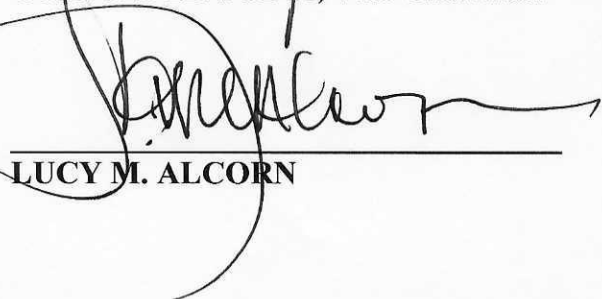
BRIAN J. BAMBA, Chairman



GURVINDER SOLT, Vice Chairman



DONALD I. WEAKLEY, Secretary



LUCY M. ALCORN



DOYON A. MORATO

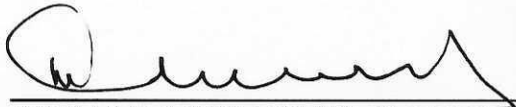
ABSENT

ROSIE R. TAINATONGO

ABSENT

JESSE G. GARCIA

ATTEST:



DONALD I. WEAKLEY, Secretary



**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
BOARD OF DIRECTORS RESOLUTION NO. 24-44**

**RELATIVE TO THE
EXTENSION OF THE AGREEMENT FOR LEGAL SERVICES
WITH CALVO JACOB & PANGELINAN, LLP**

WHEREAS, an Agreement for Legal Services was made on July 15, 2020, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (“GIAA” or the “Authority”) and the predecessor to CALVO JACOB & PANGELINAN, LLP (“CJP”) (the “CJP Agreement”); and

WHEREAS, the CJP Agreement provides for a term of two (2) years commencing on July 15, 2020, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

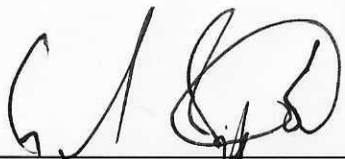
WHEREAS, the Board of Directors has determined that GIAA continues to require the services of CJP and that it is in the best interests of GIAA to extend the term of the CJP Agreement for an additional one (1) year period commencing July 15, 2024 (3rd option), and expiring on July 14, 2025, under the same terms and conditions as set forth in the CJP Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby extends the term of the CJP Agreement for an additional one (1) year period commencing on July 15, 2024, under the same terms and conditions as set forth in the CJP Agreement.

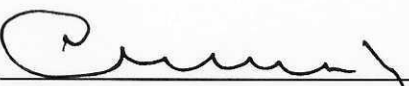
DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE MAY 30, 2024 REGULAR BOARD MEETING.



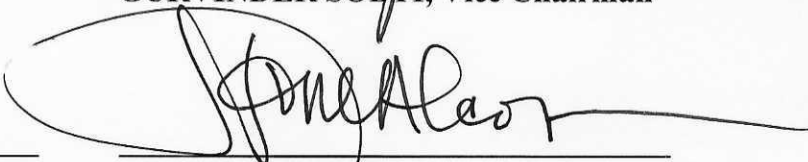
BRIAN J. BAMBA, Chairman



GURVINDER SOBTI, Vice Chairman



DONALD I. WEAKLEY, Secretary



LUCY M. ALCORN



DOYON A. MORATO

ABSENT

ROSIE R. TAINATONGO

ABSENT

JESSE G. GARCIA

ATTEST:



DONALD I. WEAKLEY, Secretary



BOARD OF DIRECTORS REGULAR MEETING

3:00 p.m., Thursday, May 30, 2024

GIAA CONFERENCE ROOMS 1 & 2

Videoconference and Live Streamed via: <https://www.guamairport.com> or

<https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

Public Notice

First Notice:

The Guam Daily Post – May 22, 2024

Notice to Media – May 22, 2024

Second Notice:

The Guam Daily Post – May 28, 2024

Notice to Media – May 28, 2024

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
 - A. April 30, 2024 Regular Meeting
4. Correspondence - None
5. Old Business - None
6. New Business
 - A. Acceptance of FY23 Financial Audit Report
 - B. Ratification of FAA Grant Agreement No. 3-66-0001-123-2024 – Rehabilitate Terminal Building – Design (Roof Replacement w/Solar Module Racking)
 - C. Approval of Ranking of Offerors for Construction Management Services for Terminal Roof Replacement – RFP No. RFP-003-FY24
 - D. Approval of Award for Purchase and Delivery of Airfield Lights, Signs, and Materials – IFB No. GIAA-002-FY24
 - E. Approval of Ranking of Offerors for Insurance Broker Services – RFP No. RFP-004-FY24
 - F. Approval of Board Resolution No. 24-43: Agreement for Legal Services (ALF)
 - G. Approval of Board Resolution No. 24-44: Agreement for Legal Services (CJP)
 - H. Management and Infrastructure Support Services to GIAA's Baggage Conveyance Systems - JMI / Menzies Litigation Update (OPA-PA-21-010, CV0001-24, CV0095-22, OPA-PA-23-002)
 - I. Approval of Award for Exterior Wall Painting/Repair of Main Terminal Building – IFB No. GIAA-C03-FY24
 - J. Approval of Award for Terminal Floor Replacement – IFB No. GIAA-C04-FY24
7. Report of Executive Manager
 - A. Airport Updates
 - B. Announcements
8. Report of Comptroller
9. Executive Session
 - A. DFS Guam L.P. related litigation to which GIAA is or may be a party (5 GCA § 8111(c)(1)).
10. Public Comments
11. Adjournment

BOARD OF DIRECTORS REGULAR MEETING

3:00 p.m., Thursday, May 30, 2024

GIAA Terminal Conference Rooms 1 & 2

<u>PRINT NAME</u>	<u>SIGN-IN SHEET</u> <u>COMPANY/AGENCY</u>	<u>CONTACT NO./EMAIL</u>
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- | | | |
|---------------------------------|-----------------|--|
| 1. <u>THIA CRUZ</u> | <u>GIAA</u> | |
| 2. <u>Kathrin Baysen</u> | <u>GIAA</u> | |
| 3. <u>CHERYL BUSTOS</u> | <u>GIAA</u> | |
| 4. <u>DEBBIE NGATA</u> | <u>GIAA</u> | |
| 5. <u>Danielle Canacho</u> | <u>GIAA</u> | |
| 6. <u>Jonah Benavente</u> | <u>PORT COM</u> | |
| 7. <u>VANESSA L. PANGINDIAN</u> | <u>PM</u> | |
| 8. <u>Peter Torres</u> | <u>PTF</u> | |
| 9. <u>Raymond Aunfanih</u> | <u>OPS</u> | |
| 10. <u>Rizaleto Paglangue</u> | <u>EM</u> | |
| 11. <u>Ana Maranilla</u> | <u>EY</u> | |
| 12. <u>ANDIE ARTERO</u> | <u>GIAA</u> | |
| 13. <u>MEND, JENITA</u> | <u>GIAA</u> | |
| 14. <u>Rolando Taasnamche</u> | <u>GIAA</u> | |
| 15. <u>JOAN BRUNO</u> | <u>GIAA</u> | |
| 16. <u>Royce Montano</u> | <u>APFF</u> | |
| 17. <u>AUSTIN GRANT</u> | <u>GIAA</u> | |
| 18. _____ | | |
| 19. _____ | | |
| 20. _____ | | |

VEHICLE FOR SEALED BID "AS IS"

2019 TOYOTA RAV4
KD021925
2017 HYUNDAI TUSCON
HU300611
2017 TOYOTA PRIUS
H1595339

UNITED PACIFIC
646-8163

lmanila@upcaguamandsaipan.com
 The Seller reserves the right to reject any or all bids.

HELP WANTED

LABORERS
PAINTERS
CARPENTERS

Call or email Matt Murphy
671-487-7781
mattmurphy708@gmail.com

FOR RENT

TAM 3BD/1BTH, 2BD/1BTH
SEC 8 OK
\$1250/\$850
CALL 671-646-0510/11

**REGULAR MONTHLY BOARD MEETING**

Thursday, May 30, 2024 at 3:00 p.m. in Terminal Conference Rooms 1 & 2 and by Videoconference and Live Streamed via GIAA website:

www.guamairport.com or
<https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

AGENDA

1. Call to Order and Attendance
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9. Executive Session
 - A. DFS Guam L.P. related litigation to which GIAA is or may be a party (5 GCA § 8111(c)(1)).
10. Public Comments
11. Adjournment

Parking is available in the Public Parking Lot.
 Call the Board Office at (671) 642-4717/18 for special accommodations, auxiliary aids, or services.
 This ad is paid for by GIAA.

CLASSIFIED ADVERTISING**Personal Ad?**

Trying to sell the car, old phone, or miscellaneous item? Have an up coming yard sale, Events, etc? We can help you get the word out.

ONLY \$14.00
A DAY/COLUMN INCH

Call us at 671.649.1924 or email sales@postguam.com
 Mon. - Fri. 8:00 am - 5:00 pm

THE GUAM DAILY POST

**NOTICE OF POSTPONEMENT OF AMENDED NOTICE OF SALE UNDER MORTGAGE**

NOTICE IS HEREBY GIVEN that the sale of property under power of private sale under mortgage scheduled to be held on May 16, 2024 at 2:00 p.m., at the Tamuning Mayor's Office has been postponed until **2:00 p.m., Wednesday, June 12, 2024**, at the **Tamuning Mayor's Office**. This Notice was given to all buyers present and was posted at the Tamuning Mayor's Office on the date of the scheduled sale for the following described property:

Double "D" Farenholt Condominium, Unit Number 23A

FIRST: Unit Number 23A of Double "D" Farenholt Condominium, in fee simple, as shown on Condominium Map Number 105 of the Project, filed in the office of the Recorder, Department of Land Management, Guam under Document Number 488530.

Together with easements appurtenant to said unit established by and described in the Declaration, including the non-exclusive easements in the common elements designed for such purposes as ingress to, egress from utility services for and support of such unit, in the common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as herein provided and in the other units in said building for support.

SUBJECT to easements for encroachment in any part of the common elements of the project now or hereinafter existing and for entry during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs or for the installation, repair or replacement of any common elements, as established by and described in the Declaration recorded with the Department of Land Management on Document Number 488318.

SECOND: An undivided 3.1350% percent interest in all common elements of the project as established for said unit by the Declaration as tenant in common with the other owners thereof, subject to all easements appurtenant to any units of the Project. SUBJECT, ALSO, to those certain easements described in the Declaration.

TO HAVE AND TO HOLD unto the Grantee, according to the estate herein above set forth, subject as aforesaid, subject as aforesaid and subject also to said Declaration and to the Bylaws attached hereto and the covenants, conditions and restriction in said declaration and in said Bylaws contained as the same may be from time to time be amended, all of which are incorporated herein by reference and made a part hereof.

Land Description

Lot 2149-4-10-RI-NEW-RI, Municipality of Tamuning, (Formerly of Dededo), Territory of Guam, Estate Number

78519, Suburban, as said Lot is marked and designated on Drawing Number MS-23040, as L.M Check Number 021 FY 2004, as described in that Reversion to Acreage Survey Map of Lot 2149-4-10-RI-NEW-I & 2149-4-10-RI-NEW-RI into Lot 2149-4-10-RI-NEW; Re-Subdivision Survey Map of Lot 2149-4-10-RI-NEW, dated November 04, 2003 and recorded November 05, 2003, at the Records Division, Department of Land Management, Government of Guam, under Document Number 683724.

Area: 4,448.46 :l: square meters
 Certificate of Title Number: 121466-AD and Six D, a Joint Venture.

This notice is given in reference to the **Mortgage dated April 20, 2023** and which was recorded with the Department of Land Management, Government of Guam, Under Document No. 986220, between Hojin Son, (Mortgagors), and Dae Hyun Kim (Mortgagee) and the **Amended Notice of Sale Under Mortgage** recorded in the Department of Land Management on April 16, 2024, under Instrument No. **997284**.

Dated this 16th day of May, 2024.

BROOKS CONCEPCION LAW, P.C.

Attorney for Dae Hyun Kim
 by: /s/ **GEORGETTE BELLO CONCEPCION, ESQ.**

Guam, U.S.A
 City of Hagåtña

ON THIS 14th day of May, 2024, before me, notary public in and for Guam, U.S.A., personally appeared **GEORGETTE BELLO CONCEPCION**, known to me to be the attorney for Dae Hyun Kim, and the person whose name is signed on the preceding document, and acknowledged to me that she executed the same as attorney and agent for Dae Hyun Kim.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

/s/ **CLARE C. LEON GUERRERO**

NOTARY PUBLIC

In and for Guam, U.S.A.
 My Commission Expires: OCT. 04, 2027
 Commission Number NP: 23-0646P
 P.O. Box 4665 Hagåtña, Guam 96932



MAYOR DALE E. ALVAREZ

183 A.B. Won Pat Lane, Santa Rita, GU 96915

Tel. No. (671) 565-2514/4337 Fax No. (671) 565-3222

Email Address: srsmo.mayor@gmail.com

SANTA RITA-SUMAI**MUNICIPAL PLANNING COUNCIL MEETING**

Tuesday, May 28, 2024 – 6:30 p.m., Senior Center, Santa Rita

AGENDA

- I. Call to Order
- II. Roll Call
- III. Zone Change Application 2022 – 18
 Rezoning of Lot 402-R10-1-1-R1 from "A" Agricultural To "R-2" Multiple Dwelling Zone, Municipality of Santa Rita, Guam
- IV. Open Discussion
- V. Adjournment

Please call the Santa Rita-Sumai Mayor's Office for special accommodations or more information.
 The meeting will be live-streamed on the
 Santa Rita-Sumai Mayor's Office News and Updates Facebook Page.

This ad is paid for by the applicant.

APPLY NOW!!

72 - CARPENTER with one year experience \$15.58 per hour*
 Duties: Construct, erect, install, and repair structures and fixtures made of wood.

71 - CEMENT MASON with one year experience \$15.66 per hour*
 Duties: Smooth and finish surfaces of poured concrete floors, walks, sidewalks or curbs to a specified texture.

31 - REINFORCING METAL WORKER with one year experience \$16.73 per hour*
 Duties: Position and secure steel rods in concrete forms to reinforce concrete.

6 - CONSTRUCTION EQUIPMENT MECHANIC with two years experience \$19.60 per hour*
 Duties: Diagnose, adjust, repair, overhaul and maintain mobile mechanical, hydraulic cranes, bulldozers, graders, and conveyors.

1 - CRANE OPERATOR with two years experience \$31.36 per hour*
 Duties: Operate crane, mechanical boom and cable equipment to lift and move materials, machines or products in many directions. Determine load weights and check them against lifting capabilities to prevent overload. (NCCO Certification under Lattice Boom Crawler)

9 - HEAVY EQUIPMENT OPERATOR with one year experience \$18.06 per hour*
 Duties: Operate one of several types of power construction equipment, such as motor graders, roller compactor, telehandler, bulldozers, scrapers, compressors, pumps, scissors lift, man lift, shovels, tractors, backhoe or excavator.

5 - HVAC AND REFRIGERATION MECHANIC with two years exp. \$18.81 per hour*
 Duties: Install, service, or repair air conditioning systems and ductwork in residences or commercial establishments.

5 - PLUMBER with two years exp. \$17.05 per hour*
 Duties: Assemble, install, and repair pipes, fittings, and fixtures of water and drainage systems according to specifications and plumbing codes.

25 - ELECTRICIAN with two years exp. \$18.41 per hour*
 Duties: Plan layout, install, maintain and repair electrical wiring equipment and fixtures.

***Special wage rate:** Work to be performed on DPRI-funded projects and projects covered by Davis Bacon, Service Contracts Act, and/or Executive Order 14206 will be paid no less than the indicated wage rate but may be paid more where special rates apply.

Benefits: Free roundtrip airfare for off-island hire; Lodging @ \$113.88 per week; Local transportation from employer's designated lodging facility to/from jobsite; Employer/Employee paid Medical Insurance. Employees may be eligible for paid vacation and sick leave if work is performed on projects that are mandated or stipulated in the project contract.

Successful applicant must be able to obtain military base access and are required to take and pass a substance abuse test after hire.

The job offer meets all EEO requirements and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review the matter.

The complete job duties may be viewed on hireguam.com
 Or in person at American Job Center, 414 W. Soledad Ave.,
 Suite 300 GCIC Bldg. Hagatna GU 96932
 Or online at www.hireguam.com; Enter keyword: 2024-064

George Neil P. Valdes
Law Office of Louie J. Yanza
A Professional Corporation

MVP Building
 862 South Marine Corps Drive, Suite 203
 Tamuning, Guam 96913
 Telephone: (671) 477-7059
 Facsimile: (671) 472-5487
 admin@jurisguam.com
 Attorney for Petitioner
 Josephine Parel Fontbuena

SUPERIOR COURT OF GUAM

IN THE MATTER OF THE ESTATE OF

 JOSE A. PAREL,
 Deceased.

PROBATE CASE NO. PRO048-23

NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN by Josephine Parel Fontbuena, Administratrix of the Estate of JOSE A. PAREL, deceased, to the creditors of all, and all persons having claims against said estate or against the deceased, that within sixty (60) calendar days after the first publication of this notice, they either file such claims with necessary vouchers in the office of the Clerk of the Superior Court of Guam or exhibit them with necessary vouchers to the said Law Office of Louie J. Yanza, MVP Building 862 South Marine Corps Drive, Suite 203, Tamuning, Guam 96913 the same being the place for the transaction of the said estate.

 Dated this 16th day of May, 2024.

Law Office of Louie J. Yanza, P.C.
 Attorney for Petitioner
 Josephine Parel Fontbuena
 BY: /s/ GEORGE NEIL P. VALDES

George Neil P. Valdes
Law Office of Louie J. Yanza
A Professional Corporation

MVP Building
 862 South Marine Corps Drive, Suite 203
 Tamuning, Guam 96913
 Telephone: (671) 477-7059
 Facsimile: (671) 472-5487
 admin@jurisguam.com
 Attorney for Petitioner
 Sonny Perez

SUPERIOR COURT OF GUAM

IN THE MATTER OF THE ESTATE OF

 FREDLINDA PEREZ,
 Deceased.


PROBATE CASE NO. PRO047-24

NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN by Sonny Perez, Administrator of the Estate of FREDLINDA PEREZ, deceased, to the creditors of all, and all persons having claims against said estate or against the deceased, that within sixty (60) calendar days after the first publication of this notice, they either file such claims with necessary vouchers in the office of the Clerk of the Superior Court of Guam or exhibit them with necessary vouchers to the said Law Office of Louie J. Yanza, MVP Building 862 South Marine Corps Drive, Suite 203, Tamuning, Guam 96913 the same being the place for the transaction of the said estate.

 Dated this 16th day of May, 2024.

Law Office of Louie J. Yanza, P.C.
 Attorney for Petitioner
 Sonny Perez
 BY: /s/ GEORGE NEIL P. VALDES


GOVERNMENT OF GUAM
 DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
 DEPARTAMENTON SAITU PUBLEKO YAN SETISION SUSAT

**EMS Commission & EMS for Children
 Advisory Committee
 Regular Board Meeting**

**Thursday, May 30, 2024
 at 10:00 AM (ChST)**

Join Zoom Meeting:
<https://us06web.zoom.us/j/85700564384?pwd=c0M6rqP1vhNkOG4U5GblqwyhC0zjH.1>
 Meeting ID: 857 0056 4384
 Passcode: 920244

Meeting Agenda:

- I. Call to order
- II. Confirmation of Publication
- III. Roll call
- IV. Approval of Agenda
- V. Approval of Minutes
- VI. Administrator's Report
- VII. Legal Counsel Report
- VIII. Old Business
 - (a) Agency Reports (USNH, GMHA, GCC, GDOE, DPHSS, DPW, GPD, EMSC, EMD, GRMC)
- IX. New Business
 - (a) Complaint - EMS-2024-001
 - (b) Ambulance Inspection - Non Emergency
 - Marianas Medical Services temporary certificate for License Plate No. 4744CV
 - (c) EMS Week (Celebrating 50 Years of EMS) - May 19, 2024 to May 25, 2024
 - (d) NASEMSO Meeting
 - (e) Certifications
 - (f) Re-Certifications
- X. Announcements
- XI. Adjournment

To view the names of the applicants being considered, go to:

<https://guamhplp.org/emsc>
LIVE Streaming link

<http://facebook.com/HPLoGuam>

This advertisement was paid for by DPHSS/Health Professional Licensing Office-Local Funds
 For more information, please contact the Board office at 735-7404/10 thru 12.
 Persons needing telecommunication device for the Hearing/Speech Impaired (TDD) may contact 475-8339.


**REGULAR
 MONTHLY
 BOARD MEETING**

Thursday, May 30, 2024 at 3:00 PM in
 Terminal Conference Rooms 1 & 2 and by
 Videoconference and Live Streamed via GIAA website:
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- Parking is available in the Public Parking Lot.
 Call the Board Office at (671) 642-4717/18 for special accommodations, auxiliary aids, or services.
 This ad is paid for by GIAA.


We are HIRING!!!

Service Advisor, Accounting Clerk, HR Assistant,
 General/Mechanic Helper, Auto Body Paint Technician,
 Box Truck Driver and Warehouse Operative.

E-mail: kregis@pacificunlimitedguam.com Tel No.: 671-475-1075
 or apply in person at 17-3311 Corsair Rd. Tiyan Barrigada, Guam 96913.
APPLY NOW!!!



We are seeking a qualified individual to fill the following position:

Executive Vice President

The qualified candidate will oversee Retail and Commercial Business Lines.
 Experience & Responsibilities shall include, but are not limited to;

- Must have a Bachelors Degree and Ten years related job experience.
- Previous oil industry background required.
- Management & Operations skills preferred.
- Ability to steward both business lines, overseeing Retail & Commercial personnel, participate in developing strategic plans to ensure Company budgets and goals are archived.
- Develop strategic goals & implementation of programs to ensure attainment of business plans for growth & profit.
- Review major contracts and agreements with suppliers, customers & others.
- Ensure business line operations are in compliance with Company SOAR Systems, SHE programs, and applicable laws & regulations as it pertains to our business.

Please submit resume 9am-4pm, Monday through Friday, at our main office EVA Bldg., across St. John's school in Upper Tumon or email:
hr_recruitment@sppcorp.com.

South Pacific Petroleum Corporation Attn: HRO
 816 N Marine Corps Dr. FL 2, Tamuning Guam 96913-4431
SPPC IS AN EQUAL OPPORTUNITY EMPLOYER



We are seeking a qualified individual to fill the following position:

LPG CUSTOMER SERVICE TECHNICIANS

Individuals must have general knowledge of tools, the safe handling of tools and equipment, with an interest to learn the LP Gas Customer Service field. Construction experience of at least 1 year, with a focus on piping work is required. HVAC experience a plus. Responsibility for maintenance and repair of company owned equipment at customer locations. Provide interface between customers and SPPC, providing professional emergency service on an on-call basis 24 hours a day, 7 days a week. Company vehicle and cell phone will be issued.
 Must have a valid Guam Driver's License.
 Benefits offered: paid leave, paid holidays, medical/dental coverage, employee discounts & retirement savings plan.

Please submit resume via email to hr_recruitment@sppcorp.com or complete an application packet between 9 AM thru 4 PM, Monday through Friday at our main office across from St. John's School in Upper Tumon.

South Pacific Petroleum Corporation
 816 N Marine Corps Dr. FL 2
 Tamuning Guam 96913-4431
 ATTN: HRO Recruitment

SPPC IS AN EQUAL OPPORTUNITY EMPLOYER

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

Tuesday, April 30, 2024, 3:00 p.m.

GIAA CONFERENCE ROOMS 1 & 2

1. CALL TO ORDER AND ATTENDANCE

The April 30, 2024 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 Brian Bamba at 3:05 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Brian J. Bamba
Gurvinder S. Sobti
Donald I. Weakley
Lucy M. Alcorn
Doyon A. Morato
Jesse G. Garcia

Offices or positions:

Chairman
Vice Chairman
Board Secretary

Directors Absent:

Rosie R. Tainatongo (Excused)

GIAA Officials:

JohnM. Quinata
Artemio R. Hernandez, Ph.D.
Dafne Mansapit Shimizu
Jean M. Arriola
Juan S.A. Reyes, A.C.E.
Rolenda Faasuamalie
Audie Artero
Joseph Javellana

Executive Manager
Deputy Executive Manager
Comptroller
Airport Services Manager
Air Terminal Manager
Airport Marketing Administrator
Engineering Supervisor
Property Management Office

William Brennan
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 Vice Chairman Sobti, seconded by Director Alcorn, the following resolution was unanimously passed:

Resolution No. 24-28

The Board hereby approves the agenda of the April 30, 2024 regular meeting, as presented.

3. APPROVAL OF MINUTES

A. March 26, 2024 - Regular Meeting

On motion duly made by Vice Chairman Sobti, seconded by Director Alcorn, the following resolution was unanimously passed:

Resolution No. 24-29

The Board hereby approves the minutes of the March 26, 2024 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. Performance Review – Executive Manager (January 1, 2023 to December 31, 2023)

Executive Manager Quinata advised that Secretary Weakley will present the Performance Review of the Executive Manager. The Board completed the required evaluation of the performance for Executive Manager, John M. Quinata, for the period of January 1, 2023 to December 31, 2023, adding that he received an "Excellent" rating review from the Board of Directors.

Executive Manager Quinata took this time to thank the Board, Management and the employees of the Airport, and stated that he will continue to work 110%.

The Board congratulated and thanked the Executive Manager for his leadership at the Airport.

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

Resolution No. 24-30

The Board hereby approves the performance review of performance evaluation for Executive Manager, John M. Quinata for the period of January 1, 2023 to December 31, 2023. The Executive Manager's performance review was rated "Excellent".

*At the conclusion of the presentation of the Executive Manager's evaluation at 3:09 p.m., Secretary Weakley was excused from the remainder of the meeting, and exited the conference room. Quorum was not affected.

B. CIP Modification – A/E Services for Design of Cargo Aprons & Fuel System Extension – Work Order No. 2

Board action is requested to approve Work Order (WO) No. 2 for A/E Services for Design of Cargo Aprons & Fuel System Extension. Mr. Santos presented the Modification for the Board's consideration:

- Work Order No. 2: EMPSCO Engineering Consultants in the amount of \$477,912.70, subject to FAA approval and funding, and reconciliation of costs. Mr. Santos gave brief background of the project and added that the initial fee with EMPSCO was \$1,203,820.00, the referenced WO is additional services based on reviews and conditions where the aprons are to be located. Mr. Santos provided details on the additional work, adding that the design is expected to be completed by the end of FY2024.

Vice Chairman Sobti asked for clarification on funding. Mr. Santos advised it is a 90/10 share with the FAA, and is reimbursable.

Chairman Bamba inquired if the change in scope was a result of findings during the Master Plan Update. Mr. Santos advised that the change was based issues that came up as the design progressed, along with issues that arose during the ARFF Facility project. Brief discussion regarding land development and funding followed.

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

Resolution No. 24-31

The Board hereby approves Work Order No. 2 for A/E Services for Design of Cargo Aprons & Fuel System Extension, in the amount of \$477,912.70, to EMPSCO Engineering Consultants.

C. Ratification of FAA Grant Agreement No. 3-66-0001-122-2024 – Conduct Airport Energy Assessment

The next item discussed by the Board was the FAA Grant Agreement No. 3-66-0001-122-2024 – Conduct Airport Energy Assessment. Mr. Frank Santos, GIAA Consultant presented FAA Grant Agreement for ratification by the Board. Mr. Santos advised the Board that the project is in the amount of \$500,000.00. The FAA grant is funded at a 90/10 cost share basis with the FAA. The Board previously approved the award of the assessment to AECOM, the agreement is currently in the process being executed. A notice to proceed will be issued once authorization from the FAA is received.

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

Resolution No. 24-32

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-122-2024, Conduct Airport Energy Assessment in the amount of \$500,000.00.

D. Approval of Board Resolution No. 24-34: Agreement for Legal Services – Conflicts Counsel (TLG)

The next item requiring Board action was the extension of the Agreement for Legal Services with Torres Law Group (TLG), Conflicts Counsel. Deputy Executive Manager Hernandez presented the resolution. The extension is the first of three (3) options to extend. The additional one (1) year period will commence on April 20, 2024 and expire on April 19, 2025.

Director Morato inquired on the cap for the Conflicts Counsel firms. The Deputy Executive Manager announced that it is \$5,000.00 per month per firm. However, they are on a as needed basis. The Executive Manager added that in the last three (3) years, GIAA has only required the services if TLG one time.

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

Resolution No. 24-34

WHEREAS, an Agreement for Legal Services was made on April 20, 2022, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA" or the "Authority") and TORRES LAW GROUP ("TLG") (the "TLG Agreement"); and

WHEREAS, the TLG Agreement provides for a term of two (2) years commencing on April 20, 2022, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of TLG and that it is in the best interests of GIAA to extend the term of the TLG Agreement for an additional one (1) year period commencing April 20, 2024 (1st option), and expiring on April 19, 2025, under the same terms and conditions as set forth in the TLG Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby exercises its option to extend the term of the TLG Agreement for an additional one (1) year period commencing on April 20, 2024, under the same terms and conditions as set forth in the TLG Agreement.

E. Approval of Board Resolution No. 24-35: Agreement for Legal Services – Conflicts Counsel (JGB)

The next item requiring Board action was the extension of the Agreement for Legal Services with Law Offices of Jacques G. Bronze, P.C. (JGB), Conflicts Counsel. Deputy Executive Manager Hernandez presented the resolution. The extension is the first of three (3) options to extend. The additional one (1) year period will commence on April 20, 2024 and expire on April 19, 2025.

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

Resolution No. 24-35

WHEREAS, an Agreement for Legal Services was made on April 20, 2022, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (“GIAA” or the “Authority”) and LAW OFFICES OF JACQUES G. BRONZE, P.C. (“JGB”) (the “JGB Agreement”); and

WHEREAS, the JGB Agreement provides for a term of (2) years commencing April 20, 2022, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of JGB and that it is in the best interests of GIAA to extend the term of the JGB Agreement for an additional one (1) year period commencing April 20, 2024 (1st option), and expiring on April 19, 2025, under the same terms and conditions as set forth in the JGB Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby exercises its option to extend the term of the JGB Agreement for an additional one (1) year period commencing on April 20, 2024, under the same terms and conditions as set forth in the JGB Agreement.

F. Ratification of Quarterly Travel

The quarterly travel report was presented to the Board for ratification by Executive Manager Hernandez, stating that GIAA’s Travel Policy the granting authority of non-employee/personnel requires approval or ratification by the Board of Directors. Senator Jesse Lujan (Vice Chairman of Committee on Air Transportation), accompanied by GIAA personnel, attended AAAE/ACC Airport Planning, Design and Construction Symposium in March 2024. Brief discussion on the process of approval. Chairman Bamba advised that he had signed off on the travel authorization, however asked that Management advise all of the Board members ahead of time.

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

Resolution No. 24-33

The Board hereby ratifies the FY2024 2nd quarter travel report for April, as presented.

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 the Executive Manager. The report included brief updates on Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

8. REPORT OF THE COMPTROLLER

Ms. Dafne Mansapit Shimizu, Comptroller reported on the revenues and expenses of the Authority for the month ending **March 31, 2024**. Year-to-date Total Signatory Revenues are below Budgeted revenues by **15.3%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget. Year-to-date Total Concession Revenues are **2.0%** below budget while Passenger Facility Charges are below the budget estimate by **16.3%**. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **2.6%**. Year-to-date Total Operating Revenues actual of **\$32.8M** is **9.2%** below the budget estimate of **\$36.1M**. Year-to-date Total Operating Expenses are below budget by **22.6%**. Components of this line item include an **10.2%** decrease in Personnel Service, a **22.1%** decrease in Contractual Services, a **66.5%** decrease in Materials & Supplies and a **0.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$10.1M** represents a **25.6%** increase over the year-to-date budgeted amount of **\$8.1M**. Finally, our year-to-date results for Debt Service Coverage is at **1.71** versus the requirement of **1.25**.

The Comptroller presented three attachments for the Board's information, to include Enplaned Signatory Pax. Chairman Bamba inquired on the numbers for the incoming Haneda flight, and asked that be provided at a later time. Brief discussion on arrival numbers.

9. EXECUTIVE SESSION

Executive Session was tabled due to a lack of Quorum because of director recusals related to the matter anticipated to be discussed.

10. PUBLIC COMMENTS

A member of the public inquired on the funding relative to New Business, item C. Chairman Bamba clarified that the procurement process was previously approved to AECOM, and that today the Board was ratifying the approval of the grant.

11. ADJOURNMENT

Motion to adjourn duly made by Chairman Bamba, seconded by Director Alcorn; motion unanimously passed. The meeting was adjourned at 4:10 p.m.

Dated this _____, day of _____, 2024.

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

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	May 16, 2024
Airport/Planning Area	AB Won Pat International Airport Authority, GUAM
Airport Infrastructure Grant Number	3-66-0001-123-2024
Unique Entity Identifier	CBDXKNH7L5H9
TO:	Guam International Airport Authority
	(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-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 a Project Application dated January 11, 2024, for a grant of Federal funds for a project at or associated with the AB Won Pat International Airport Authority, GUAM which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the AB Won Pat International Airport Authority, GUAM (herein called the "Project") consisting of the following:

Rehabilitate Terminal Building – Design (Roof Replacement w/Solar Module Racking)
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent for the first \$2,000,000 of the allowable costs incurred in accomplishing the Project, and ninety (90) percent of the allowable costs thereafter.

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 \$3,225,800.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$3,225,800 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. 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. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
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 2 CFR § 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 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. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
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 of the project unless this offer has been accepted by the Sponsor on or before June 15, 2024 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 for any project upon which Federal funds have been expended. For the purposes of this 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. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. 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 be incident to, compliance with this 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/content/entity-registration>.

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. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **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.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 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 and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PRIVATE SPONSORS. When the Period of Performance has ended, the Sponsor must provide a copy of an audit of this award prepared in accordance with Federal audit requirements to the applicable Airports District Office or Regional Office.

A Sponsor expending less than \$750,000 in Federal awards and exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. 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 Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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 they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. 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 a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. 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 with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated June 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor 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) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. 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:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. 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.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

28. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
29. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
30. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall 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.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Gordon K Wong

(Typed Name)

Manager, Honolulu Airports District Office

(Title of FAA Official)

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

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

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.²

Dated May 17, 2024

Guam International 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)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anita 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. 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.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at May 17, 2024

By: Anita P. Arriola
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**Guam International Airport Authority**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of January 11, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



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

EXECUTIVE SUMMARY

REQUEST FOR PROPOSALS (RFP) NO. RFP-003-FY24
PROJECT No. GIAA-FY22-02-1
AIP No. 3-66-0001-TBD

CONSTRUCTION MANAGEMENT SERVICES FOR ROOF REPLACEMENT

May 30, 2024

Purpose

Board action is requested to approve the ranking results and conditional award for Request for Proposals (RFP) No. RFP-003-FY24, for the Construction Management Services for Terminal Roof Replacement Project.

Background

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide Construction Management Services to administer and monitor the construction contract for the Terminal Roof Replacement Project. The preliminary scope of work includes but is not limited to preparation and processing of payment estimates, development of a Construction Phasing Plan, On-Site Inspections to ensure compliance with GIAA and FAA Project Requirements and facilitate the project close out.

Procurement Background

The above referenced RFP was advertised in the local newspaper on March 13, 19 and April 9, 2024. The established deadline to submit proposals was April 16, 2024 at 4:00 p.m.

A total of seventeen (17) firms and/or individuals downloaded the RFP package and four (4) firms submitted a proposal.

Proposal Evaluation and Selection

The proposals were reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. All four (4) offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations.

The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that Offeror D met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Executive Summary

RFP No. RFP-003-FY24, Project No. GIAA-FY22-02-1, AIP No. 3-66-0001-TBD,
Construction Management Services for Terminal Roof Replacement
Page 2 of 2

Legal Review

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

Financial Review

The *Construction Management Services for Terminal Roof Replacement* will be funded under an FAA BIL ATP, Federal Share is 95% and Sponsor Share is 5%.

The term of the agreement is for a period of three (3) years with two (2) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, subject to the availability of funding.

Recommendation

I recommend that the Board approve the ranking results and the contract award to Offeror D for the Construction Management Services for Terminal Roof Replacement Project, subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations and the RFP.



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WE'RE ON IT
24/7

May 21, 2024

MEMORANDUM

TO: JOHN M. QUINATA
Executive Manager

via: JEAN M. ARRIOLA 
Airport Services Manager

FROM: BUYER SUPERVISOR I

SUBJECT: Evaluation and Recommendation
RFP No. RFP-003-FY24, Project No. GIAA-FY22-02-1, AIP No. 3-66-0001-TBD
CONSTRUCTION MANAGEMENT SERVICES FOR TERMINAL ROOF REPLACEMENT

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to conduct Construction Management Services for the Terminal Roof Replacement Project at Antonio B. Won Pat International Airport, Guam ("GIAA").

The advertisement for this RFP was advertised in a local newspaper on March 13, 19 and April 9, 2024. The deadline to submit proposals was on April 16, 2024 at 4:00 p.m.

A total of seventeen (17) firms and/or individuals downloaded the RFP package, and four (4) firms submitted a proposal before the submission deadline.

Proposal Review for Responsiveness

The proposals were reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. All four (4) offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations.

Evaluation and Selection

Pursuant to Section 8: Selection of Best Qualified Offeror and Proposal of Basic Information of the RFP, after receipt of the proposal, the GIAA Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP.

The committee appointed by the Executive Manager to evaluate the proposal included the following individuals:

1. Kenneth F. McDonald, Properties & Facilities Superintendent
2. Antonio O. Laniog, Jr., Engineer III
3. Elpidio C. Antenor, Engineer III
4. Enrique A. Tambora, Airport Consultant



The committee completed their evaluation, and the scores were tabulated as reflected on the attached summary worksheet. As a result of the tabulation, the firm selected in the order of their ranking is as follows:

1. Offeror D
2. Offeror B
3. Offeror A
4. Offeror C

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 D is deemed to have met the standards of responsibility and responsiveness as outlined in the Guam Procurement Law & Regulations. Therefore, it is recommended to approve the ranking results and the contract award to the best qualified offeror, **Offeror D** for the Construction Management Services for Terminal Roof Replacement Project, subject to negotiation of fair and reasonable fees. The term of the contract to be awarded is for a period of three (3) years from the effective date of the contract. The agreement may be renewed at the sole discretion of GIAA by written notice, for two (2) additional one (1) year terms not to exceed a total term of five (5) years, subject to the availability of funding.

If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations and the RFP.

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

JENIELLE P. MENO

APPROVED:

JOHN M. QUINATA
Executive Manager

Attachments

cc: Procurement File



Antonio B. Won Pat International Airport Authority, Guam

Evaluation Score Tally Sheet

RFP NO. RFP-003-FY24

CONSTRUCTION MANAGEMENT SERVICES FOR TERMINAL ROOF REPLACEMENT

OFFEROR	Evaluator No. 1		Evaluator No. 2		Evaluator No. 3		Evaluator No. 4		Final Ranking
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	
Offeror A	96	2	85	3	92	3	77	3	3
Offeror B	92	4	91	1	93	2	81	2	2
Offeror C	95	3	82	4	86	4	69	4	4
Offeror D	98	1	91	1	94	1	90	1	1

Evaluators:
No. 1: Kenneth F. McDonald, Properties & Facilities Superintendent
No. 2: Antonio Laniog, Jr. , Engineer III
No. 3: Elpidio Antenor, Engineer III
No. 4: Enrique A. Tambora, Airport Consultant



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

EXECUTIVE SUMMARY

INVITATION FOR BID

IFB NO. GIAA-002-FY24

PURCHASE AND DELIVERY OF AIRFIELD LIGHTS, SIGNS AND MATERIALS

May 30, 2024

Purpose

Board action is requested to approve the award for Invitation for Bid (“IFB”) No. GIAA-002-FY24 for the Purchase and Delivery of Airfield Lights, Signs, and Materials.

Background

Bids were solicited for the Purchase and Delivery of Airfield Lights, Signs, and Materials for the Antonio B. Won Pat International Airport Authority, Guam (“GIAA”). GIAA requires the purchase and delivery of airfield lights, signs, and materials in order to replace and repair runway and taxiway lights, signs, and fixtures, to remain compliant with the Federal Aviation Administration (“FAA”) Regulations 14 C.F.R. Part 139 Standards. The procurement of the material is paramount in order to maintain GIAA operational requirements.

The IFB will be awarded to the responsive and responsible bidder(s) with the Lowest Bid Price for each item. The delivery time for this procurement will be no more than one hundred eighty (180) calendar days from issuance of Purchase Order.

Procurement Background

The above referenced IFB was publicly announced in a local newspaper on April 16, 22 and 30, 2024. The bid submission deadline was extended to May 10, 2024, 2:00 p.m. and bid opening took place on the same day at 2:15 p.m.

Thirteen (13) prospective bidders downloaded the IFB package and three (3) bidders 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 a member of the Procurement staff.

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

		CRW Trading, Inc.		USA Contractors, Inc.		Wang Brother’s Holding, LLC	
Item No.	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	20	\$99.00	\$1,980.00	\$92.00	\$1,840.00	\$118.00	\$2,360.00

Executive Summary

Invitation for Bid No. GIAA-002-FY24,
Purchase and Delivery of Airfield Lights, Signs, and Materials
Page 2 of 3

		CRW Trading, Inc.		USA Contractors, Inc.		Wang Brother's Holding, LLC	
Item No.	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2	20	\$1,413.08	\$28,261.60	\$1,628.25	\$32,565.00	\$1,626.00	\$32,520.00
3	75	\$337.89	\$25,341.75	\$402.50	\$30,187.50	\$396.00	\$29,700.00
4	150	\$55.06	\$8,259.00	\$45.00	\$6,750.00	\$78.00	\$11,700.00
5	150	\$61.18	\$9,177.00	\$45.00	\$6,750.00	\$81.00	\$12,150.00
6	6	\$1,445.77	\$8,674.62	\$12,783.75	\$76,702.50	\$1,668.00	\$10,008.00
7	6	\$1,838.43	\$11,030.58	\$1,408.75	\$8,452.50	\$2,109.00	\$12,654.00
8	6	\$1,838.43	\$11,030.58	\$1,494.38	\$8,966.28	\$2,109.00	\$12,654.00
9	50	\$262.59	\$13,129.50	\$205.00	\$10,250.00	\$303.00	\$15,150.00
10	50	\$350.21	\$17,510.50	\$212.50	\$10,625.00	\$407.00	\$20,350.00
11	50	\$37.69	\$1,884.50	No Bid	No Bid	\$47.00	\$2,350.00
12	4	\$59.65	\$238.60	\$62.00	\$248.00	\$72.00	\$288.00
13	7	\$8,333.99	\$58,337.93	\$5,508.75	\$38,561.25	\$9,534.00	\$66,738.00
Bid Total			\$194,856.16		\$231,898.03		\$228,622.00

CRW Trading, Inc.'s bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

USA Contractors, Inc. did not meet the minimum specification requirements for the following line items, which deems their bid on these items nonresponsive:

- *Item Numbers 2, 3, 6-8, and 13* required the use of the brand ADB Airfield Solutions to ensure continued compatibility with GIAA's existing fixtures (refer to IFB, Section C – Technical Specifications), however, bidder provided alternatives brands, which deems their bid on these items nonresponsive.
- *Item Number 10* required a 200-watt circuit isolation transformer; however, bidder submitted a bid for a 150-watt circuit isolation transformer based on part number provided, which deems their bid on this item nonresponsive.

Bidder did, however, meet the minimum specification requirements for items 1, 4-5, 9 and 12 and also meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Wang Brother's Holding LLC's bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Executive Summary

Invitation for Bid No. GIAA-002-FY24,
Purchase and Delivery of Airfield Lights, Signs, and Materials
Page 3 of 3

Legal Review

Upon Board approval, award will be processed through the issuance of a purchase order in conformance with the Guam Procurement Law and Regulations, subject to legal review.

Financial Review

Funding for this procurement is available under the Properties and Facilities O&M budget.

Recommendation

Management recommends award in the total amount of **\$187,900.66** to the responsive and responsible bidder with the Lowest Bid Price for each item as indicated below:

Bidder	Awarded Item Numbers	Total Amount
USA Contractors, Inc.	1, 4-5, and 9	\$25,590.00
CRW Trading, Inc.	2-3, 6-8, and 10-13	\$162,310.66

May 24, 2024

MEMORANDUM

TO: John M. Quinata
Executive Manager

VIA: Jean M. Arriola
Airport Services Manager

FROM: Kathrina Bayson
Supply Management Administrator

SUBJECT: Bid Evaluation and Recommendation – Invitation For Bid (“IFB”)
Purchase and Delivery of Airfield Lights, Signs, and Materials
IFB No. GIAA-002-FY24

Project Background:

The IFB is for the purchase and delivery of airfield lights, signs and materials in order to replace and repair runway and taxiway lights, signs, and fixtures and remain compliant with the Federal Aviation Administration (“FAA”) Regulations 14 C.F.R. Part 139 Standards. The procurement includes replacement extension cords, fixtures, lamps, airfield signs, and transformers for airfield signs. The procurement of the material is paramount in order to maintain GIAA operational requirements.

Procurement Background:

The IFB was publicly announced in a local newspaper on April 16, 22 and 30, 2024. The bid submission deadline was extended to May 10, 2024, 2:00 p.m. and bid opening took place on the same day at 2:15 p.m.

Thirteen (13) prospective bidders downloaded the IFB package and three (3) bidders 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 a member of the Procurement staff.

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

		CRW Trading, Inc.		USA Contractors, Inc.		Wang Brother’s Holding, LLC	
Item No.	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	20	\$99.00	\$1,980.00	\$92.00	\$1,840.00	\$118.00	\$2,360.00
2	20	\$1,413.08	\$28,261.60	\$1,628.25	\$32,565.00	\$1,626.00	\$32,520.00
3	75	\$337.89	\$25,341.75	\$402.50	\$30,187.50	\$396.00	\$29,700.00

Evaluation and Recommendation

IFB No. GIAA-002-FY24

Purchase and Delivery of Airfield Lights, Signs, and Materials

Page 2 of 3

		CRW Trading, Inc.		USA Contractors, Inc.		Wang Brother's Holding, LLC	
Item No.	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
4	150	\$55.06	\$8,259.00	\$45.00	\$6,750.00	\$78.00	\$11,700.00
5	150	\$61.18	\$9,177.00	\$45.00	\$6,750.00	\$81.00	\$12,150.00
6	6	\$1,445.77	\$8,674.62	\$12,783.75	\$76,702.50	\$1,668.00	\$10,008.00
7	6	\$1,838.43	\$11,030.58	\$1,408.75	\$8,452.50	\$2,109.00	\$12,654.00
8	6	\$1,838.43	\$11,030.58	\$1,494.38	\$8,966.28	\$2,109.00	\$12,654.00
9	50	\$262.59	\$13,129.50	\$205.00	\$10,250.00	\$303.00	\$15,150.00
10	50	\$350.21	\$17,510.50	\$212.50	\$10,625.00	\$407.00	\$20,350.00
11	50	\$37.69	\$1,884.50	No Bid	No Bid	\$47.00	\$2,350.00
12	4	\$59.65	\$238.60	\$62.00	\$248.00	\$72.00	\$288.00
13	7	\$8,333.99	\$58,337.93	\$5,508.75	\$38,561.25	\$9,534.00	\$66,738.00
Bid Total			\$194,856.16		\$231,898.03		\$228,622.00

Bid Analysis and Evaluation:

Pursuant to Section 11 of the Instructions to Bidders of the IFB, the procurement will be awarded, if it is to be awarded, as soon as possible to the responsive and responsible bidder(s) with the **Lowest Bid Price for Each Item** within the available funding and provided the bid is reasonable and is in the best interest of GIAA to accept. To determine the responsiveness of bidders, the bid package specified the required documents that bidders must submit with their bid package. The attached abstract illustrates the list of required documents and each bidder's submittal.

CRW Trading, Inc.: The bidder submitted all required documents, complete and in conformance with the IFB. Bidder also submitted a copy of its current Guam Business License #2405494 and its Bidder's Qualification Statement, which included current and past experience with similar procurements. Additionally, bidder met the minimum specification requirements for all items in the IFB. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

USA Contractors, Inc.: The bidder submitted all required documents, complete and in conformance with the IFB. Bidder also submitted a copy of its current Guam Business License #2500943 and its Bidder's Qualification Statement, which included current and past experience with similar procurements.

The bidder, however, did not meet the minimum specification requirements for the following line items:

- *Item Numbers 2, 3, 6-8, and 13* required the use of the brand ADB Airfield Solutions to ensure continued compatibility with GIAA's existing fixtures (refer to IFB, Section C – Technical Specifications), however, bidder provided alternative brands, which deems their bid on these items nonresponsive.

Evaluation and Recommendation

IFB No. GIAA-002-FY24

Purchase and Delivery of Airfield Lights, Signs, and Materials

Page 3 of 3

- *Item Number 10* required a 200-watt circuit isolation transformer; however, bidder submitted a bid for a 150-watt circuit isolation transformer based on part number provided, which deems their bid on this item nonresponsive.

Bidder met the minimum specification requirements for item numbers 1, 4-5, 9 and 12 in the IFB and meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Wang Brother's Holding LLC: The bidder submitted all required documents, complete and in conformance with the IFB. Bidder also submitted a copy of its current Guam Business License #2403143 and its Bidder's Qualification Statement, which included current and past experience with similar procurements. Additionally, bidder met the minimum specification requirements for all items in the IFB. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Recommendation:

Pursuant to IFB, Instructions to Bidder, Section 11, the procurement will be awarded in the total amount of **\$187,900.66** to the responsive and responsible bidder(s) with the **Lowest Bid Price for Each Item**, as indicated below:

Bidder	Awarded Item Numbers	Total Amount
USA Contractors, Inc.	1, 4-5, and 9	\$25,590.00
CRW Trading, Inc.	2-3, 6-8, and 10-13	\$162,310.66

The delivery time for this procurement will be no more than one hundred eighty (180) calendar days from issuance of Purchase Order.

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


KATHRINA BAYSON

APPROVED:



✓ JOHN M. QUINATA
Executive Manager

Attachments

cc: Procurement Record

✓

Invitation for Bid No.: GIAA-002-FY24			<p>Antonio B. Won Pat International Airport Authority, Guam Abstract for Invitation for Bid DETERMINATION FOR BIDDER'S RESPONSIVENESS</p>																	Issuance Date: 4/16/2024	
Name of Procurement: Purchase and Delivery of Airfield Lights, Signs and Materials																				Submission Deadline: 5/10/2024 2:00PM	
																				No. of Packages Issued: 13	No. of Bids Received: <div style="font-size: 2em; text-align: center;">3</div>
#	Name of Bidder	Date & Time of Submission	Required Forms/Documents																	Bid Security	Bid Form/Bid Amount (See page 2)
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q		
1	CRW TRADING, INC.	05/10/24 1:45pm	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	BID BOND 15% OF TOTAL BID AMOUNT	<input checked="" type="checkbox"/> Bid Schedule Attached
2	USA CONTRACTORS, INC.	05/10/24 1:40pm	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	BANK OF GUAM CASHIER'S CHECK No. 2100000803 \$45,000.00	<input checked="" type="checkbox"/> Bid Schedule Attached
3	WBH, LLC	05/10/24 1:49pm	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	BID BOND No. \$37,500.00	<input checked="" type="checkbox"/> Bid Schedule Attached
4	-NOTHING FOLLOWS-																				<input type="checkbox"/> Bid Schedule Attached
5																					<input type="checkbox"/> Bid Schedule Attached
6																					<input type="checkbox"/> Bid Schedule Attached
I hereby certify that all bids received in response to this solicitation were opened and that the names of all bidders have been entered hereon. <div style="display: flex; justify-content: space-between;"> <div> KATHRINA BAYSON SUPPLY MANAGEMENT ADMINISTRATOR </div> <div> 5-10-24 DATE </div> </div> Attested By: <div style="display: flex; justify-content: space-between;"> <div> JENELLE MENO BUYER SUPERVISOR I </div> <div> 5/10/24 DATE </div> </div>			LEGEND - REQUIRED FORMS/DOCUMENTS <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> (A) Special Reminder to Prospective Bidders (B) Acknowledgement of Receipt Form for receipt of IFB (C) Acknowledgement of Receipt Form for all issued Addenda for this IFB (D) Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest (E) Affidavit Regarding Non-Collusion (F) Affidavit Regarding No Gratuities or Kickbacks (G) Affidavit Regarding Contingent Fees (H) Affidavit Regarding Ethical Standards (I) Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination </div> <div style="width: 48%;"> (J) Designation of Subcontractors (K) Bidder's Qualification Statement (L) Bidder's Financial Statement (M) Title VI Solicitation Notice (N) Local Procurement Preference Application (O) Service-Disabled Veteran Owned Business Application (P) Women-Owned Business Application (Q) Other Requirements - Copy of valid Business License </div> </div>																		

Invitation for Bid No.: GIAA-002-FY24				 Antonio B. Won Pat International Airport Authority, Guam Abstract for Invitation for Bid BID FORM / BID AMOUNT					
Name of Procurement: Purchase and Delivery of Airfield Lights, Signs and Materials									
Item No.	Description	Qty	Unit	Bidder					
				1	2	3	4	5	6
				Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	L-823 Extension Cord or Secondary Cable Leads at Length of 8ft, Receptacle Style: None, Plug Style: Type II Class A Style 1, Wire: 16/2	20	Each	99.00	92.00	110.00			
2	L-850C(L) ADB P/ N: 44A6009-0021 Runway Edge Light, White Left Toed/White Right Toed.	20	Each	1,413.00	1,620.25	1,426			
3	L-861 ADB P/N: ETES/1110 Elevated Taxiway Edge, LED Color: Glass Blue, Fixture Height: 14-inch standard height with 1.5-inch coupling, Power: Current Driven, 50/60 Hz	75	Each	337.89	402.50	396			
4	L-862, 120 W/6.6 A tungsten-halogen Bi-Pin EVV Lamp ADB P/N: 48A0069 or Flight Light P/ N: LA-6128 for runway edgelight fixtures.	150	Each	55.00	45.00	70			
5	L-862, 200 W/6.6 A tungsten-halogen Bi-Pin EZL Lamp ADB P/N: 48A0145 or Flight Light P/ N: LA-6372LL for runway edgelight fixtures.	150	Each	61.10	45.00	81			
6	L-852C, ADB P/ N: ITCF/C20302: L852-C(L), GRN/GRN 1CDST 12 Inch Standard Base, Without arctic option, 60Hz.	6	Each	1,445.77	12,700.75	1660			
7	L-852C, ADB P/N: ITCF/ C20502: L852-C(L), GRN/GRN 1CDST 10 Inch Base, Without arctic option, 60Hz.	6	Each	1,030.43	1,400.75	2109			
8	L-852D, ADB P/N: ITCF/D20502: L852-D(L), GRN/GRN 1CDST 10" Base, Without arctic option, 60Hz.	6	Each	1,030.43	1,494.30	2109			
9	L-830-18, 150 Watts, 6.6 Amps, 60Hz. Series Circuit Isolation Transformers	50	Each	262.59	205.00	303			
10	L-830-6, 200 Watts, 6.6 Amps, 60Hz. Series Circuit Isolation Transformers	50	Each	350.21	212.50	407			
11	62A2141/1; SIGN CORNER SUPPORT for ADB/Siemens L-858 Airfield Guidance Signs	50	Each	37.09	NO BID	47			
12	Loctite LB 8023 Marine Grade Anti-Seize Lubricant 8 oz. Can - Part No: 34395	4	Each	59.65	62.00	72			
13	FAA L-858R(L) ADB Mandatory Signs Ordering Code: SR34-71X3220 Sign Numbers A4, A5, A11, A12, J11, J4, J10	7	Each	8,333.99	5,500.75	9534			


 KATHRINA BAYSON
 SUPPLY MANAGEMENT ADMINISTRATOR

5/10/24
 DATE

Attested By:


 JENELLE MENO
 BUYER SUPERVISOR I

5/10/24
 DATE

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF TAMUNING)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☒ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: 545 CHN SAN ANTONIO, 209B CORE PACIFIC BLDG
TAMUNING, GU 96913

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

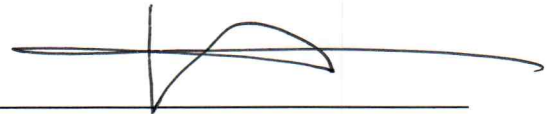
Name	Principal Place of Business Street Address
_____	_____
_____	_____

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: 5/6/24
(date)



Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor Partner,
if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation

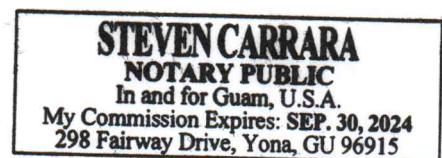
Subscribed and sworn to before me

This 6 day of may, 2024.



NOTARY PUBLIC

My commission expires: 9/30/24



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

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF DEDEDO)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

☒ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by Renerio H. Ramos, with principal place of business street address being: 138 Kayen Chando Street Dededo Guam 96929

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

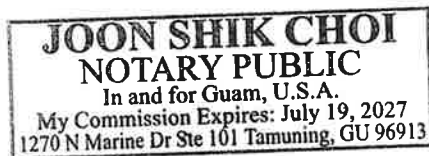
Name	Principal Place of Business Street Address

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: 05/09/2024
(date)




Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor Partner,
if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation



Subscribed and sworn to before me

This 9th day of May, 2024.



NOTARY PUBLIC
My commission expires: 07/19/2027



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

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☒ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: 720 Pale San Vitores Rd #106, Tamuning, 96913, Guam

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
Vic Wang	720 Pale San Vitores Rd #106, Tamuning, 96913, Guam	100%

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

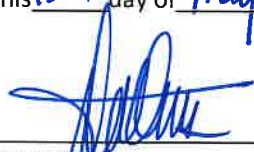
Executed on: 5/7/2024
(date)



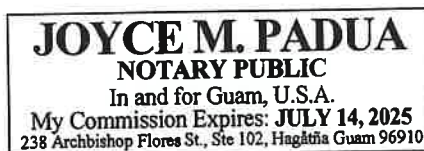
Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor Partner,
if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation

Subscribed and sworn to before me

This 10th day of May, 2024



NOTARY PUBLIC
My commission expires: 7/14/2025



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



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

EXECUTIVE SUMMARY

REQUEST FOR PROPOSALS (RFP) NO. RFP-004-FY24

INSURANCE BROKER SERVICES

May 30, 2024

Purpose

Board action is requested to approve the ranking results and conditional award for Request for Proposal (RFP) No. RFP-004-FY24, for Insurance Broker Services.

Background

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide professional insurance broker services for the Antonio B. Won Pat International Airport, Guam ("GIAA"). The proposed scope of services includes, but is not limited to the following: preparing summary reports of GIAA's insurance policies and coverages; developing a plan for renewing GIAA's insurance policies; creating a notification plan to implement in the event of loss; advising GIAA of any changes in exposure that would require revisions to existing insurance schedules or coverages; preparing written monthly status reports on insurance-related activities; advising GIAA of any insurance-related incidents and work with outside claims adjusters as required; and ensuring GIAA complies with all applicable insurance laws and regulations.

Procurement Background

The above-referenced RFP was advertised in the local newspaper on April 26, May 1 and 9, 2024. The established deadline to submit proposals was on May 16, 2024, at 4:00 p.m.

A total of five (5) firms and/or individuals downloaded the RFP package and one (1) firm submitted a proposal before the submission deadline.

Proposal Evaluation and Selection

The proposal was reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. Offeror A, sole offeror submitted the required documents and was determined to be responsive as outlined in the Guam Procurement Law and Regulations.

The Evaluation Committee appointed by the Deputy Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that Offeror A, the sole offeror, met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Legal Review

Upon Board approval of the results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

Financial Review

The *Insurance Broker Services* will be funded under the Property Management Office O&M budget.

The term of the agreement is for three (3) years with two (2) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, subject to the availability of funding.

Recommendation

I recommend that the Board approve the ranking results and the contract award to Offeror A for the Insurance Broker Services subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

May 24, 2024

MEMORANDUM

TO: ARTEMIO R.A. HERNANDEZ, Ph.D.
Deputy Executive Manager

via: JEAN M. ARRIOLA
Airport Services Manager

FROM: **BUYER SUPERVISOR I**

SUBJECT: **Evaluation and Recommendation**
RFP No. RFP-004-FY24
INSURANCE BROKER SERVICES

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide professional insurance broker services for the Antonio B. Won Pat International Airport, Guam ("GIAA").

The advertisement for this RFP was published in a local newspaper on April 26, May 1 and 9, 2024. The deadline to submit proposals was on May 16, 2024 at 4:00 p.m.

A total of five (5) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

Proposal Review for Responsiveness

The proposal was reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. Offeror A, the sole offeror, submitted the required documents and was determined to be responsive as outlined in the Guam Procurement Law and Regulations.

Evaluation and Selection

Pursuant to Section 8: Selection of Best Qualified Offeror and Proposal of Basic Information of the RFP, after receipt of the proposal, the GIAA Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP.

The committee appointed by the Deputy Executive Manager to evaluate the proposal included the following individuals:

1. Ralph Gutierrez II, Management Analyst IV
2. Raymond Quintanilla, Airport Operations Superintendent

Evaluation and Recommendation

Request for Proposal No. RFP-004-FY24

Insurance Broker Services

Page 2 of 2

4. Joseph Javellana, Program Coordinator IV
5. Vanessa Pangindian, Management Analyst III

The committee completed their evaluation, and the scores were tabulated as reflected on the attached summary worksheet.

Recommendation

Offeror A is deemed to have met the standards of responsibility and responsiveness as outlined in the Guam Procurement Law & Regulations. Therefore, it is recommended to approve the ranking results and the contract award to **Offeror A** for the Insurance Broker Services, 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 two (2) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, 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.



JENIELLE MENO

APPROVED:



ARTEMIO R.A. HERNANDEZ, Ph.D.
Deputy Executive Manager

Attachments

cc: Procurement Record

f



Antonio B. Won Pat International Airport Authority, Guam

Evaluation Score Tally Sheet

RFP NO. RFP-004-FY24

INSURANCE BROKER SERVICES

OFFEROR	Evaluator No. 1		Evaluator No. 2		Evaluator No. 3		Evaluator No. 4		Evaluator No. 5		Final Ranking
	<i>Score</i>	<i>Rank</i>	<i>Score</i>	<i>Rank</i>	<i>Score</i>	<i>Rank</i>	<i>Score</i>	<i>Rank</i>	<i>Score</i>	<i>Rank</i>	
Offeror A	90	1	79	1	82	1	85	1	94	1	1

Evaluators:
No. 1: Ralph Gutierrez II, Management Analyst IV
No. 2: Raymond Quintanilla, Airport Operations Superintendent
No. 3: Debbie Ngata, General Accounting Supervisor
No. 4: Joseph Javellana, Program Coordinator IV
No. 5: Vanessa Pangindian, Management Analyst III

**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
BOARD OF DIRECTORS RESOLUTION NO. 24-43**

**RELATIVE TO THE
EXTENSION OF THE AGREEMENT FOR LEGAL SERVICES
WITH ARRIOLA LAW FIRM**

WHEREAS, an Agreement for Legal Services was made on June 26, 2020, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (“GIAA” or the “Authority”) and ARRIOLA LAW FIRM (“ALF”) (the “ALF Agreement”); and

WHEREAS, the ALF Agreement provides for a term of two (2) years commencing on June 26, 2020, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of ALF and that it is in the best interests of GIAA to extend the term of the ALF Agreement for an additional one (1) year period commencing June 26, 2024 (3rd option), and expiring on June 25, 2025, under the same terms and conditions as set forth in the ALF Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby extends the term of the ALF Agreement for an additional one (1) year period commencing on June 26, 2024, under the same terms and conditions as set forth in the ALF Agreement.

DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE MAY 30, 2024 REGULAR BOARD MEETING.

BRIAN J. BAMBA, Chairman

GURVINDER SOBTI, Vice Chairman

DONALD I. WEAKLEY, Secretary

LUCY M. ALCORN

BOARD OF DIRECTORS RESOLUTION NO. 24-43
RELATIVE TO THE EXTENSION OF THE
AGREEMENT FOR LEGAL SERVICES WITH
ARRIOLA LAW FIRM
(3rd Option)

DOYON A. MORATO

ROSIE R. TAINATONGO

JESSE G. GARCIA

ATTEST:

DONALD I. WEAKLEY, Secretary

**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
BOARD OF DIRECTORS RESOLUTION NO. 24-44**

**RELATIVE TO THE
EXTENSION OF THE AGREEMENT FOR LEGAL SERVICES
WITH CALVO JACOB & PANGELINAN, LLP**

WHEREAS, an Agreement for Legal Services was made on July 15, 2020, by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (“GIAA” or the “Authority”) and the predecessor to CALVO JACOB & PANGELINAN, LLP (“CJP”) (the “CJP Agreement”); and

WHEREAS, the CJP Agreement provides for a term of two (2) years commencing on July 15, 2020, with three (3) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GIAA approval; and

WHEREAS, the Board of Directors has determined that GIAA continues to require the services of CJP and that it is in the best interests of GIAA to extend the term of the CJP Agreement for an additional one (1) year period commencing July 15, 2024 (3rd option), and expiring on July 14, 2025, under the same terms and conditions as set forth in the CJP Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby extends the term of the CJP Agreement for an additional one (1) year period commencing on July 15, 2024, under the same terms and conditions as set forth in the CJP Agreement.

DULY AND REGULARLY ADOPTED BY THE BOARD OF DIRECTORS OF THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM AT THE MAY 30, 2024 REGULAR BOARD MEETING.

BRIAN J. BAMBA, Chairman

GURVINDER SOBTI, Vice Chairman

DONALD I. WEAKLEY, Secretary

LUCY M. ALCORN

BOARD OF DIRECTORS RESOLUTION NO. 24-44
RELATIVE TO THE EXTENSION OF THE
AGREEMENT FOR LEGAL SERVICES WITH
CALVO JACOB & PANGELINAN, LLP
(3rd Option)

DOYON A. MORATO

ROSIE R. TAINATONGO

JESSE G. GARCIA

ATTEST:

DONALD I. WEAKLEY, Secretary



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

EXECUTIVE SUMMARY

INVITATION FOR BID

IFB NO. GIAA-C03-FY24

Project No. GIAA-FY23-01-4

EXTERIOR WALL PAINTING/REPAIR OF MAIN TERMINAL BUILDING

May 30, 2024

Purpose

Board action is requested to approve the award for Invitation for Bid (“IFB”) No. GIAA-C03-FY24 for the Exterior Wall Painting/Repair of Main Terminal Building.

Background

Bids were solicited for Exterior Wall Painting and Repair of the Antonio B. Won Pat International Airport Authority, Guam (“GIAA”) Main Terminal Building inclusive of painting works for exterior walls, columns, beams, exposed ceiling/slab, soffit, overhangs, fascia, downspout, and all other exposed conduits, pipes, and electrical boxes for the GIAA Terminal Building, Accounting Office Building, Airport Police Annex, Concrete Canopies and other miscellaneous structures.

The contract will be awarded to the responsive and responsible bidder(s) with the Lowest Total Bid Price within the available funding for the project, and provided the bid is reasonable and is in the best interest of GIAA to accept. The contract time for the Project is one hundred eighty (180) calendar days from issuance of the Notice to Proceed.

Procurement Background

The above referenced IFB was publicly announced in a local newspaper on March 15, 20, April 3, and 11, 2024. The bid submission deadline was extended to April 18, 2024, 2:00 p.m. and bid opening took place on the same day at 2:15 p.m.

Twenty-three (23) 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 a member of the Procurement staff.

Executive Summary

Invitation for Bid No. GIAA-C03-FY24; Project No. GIAA-FY23-01-4
Exterior Wall Painting/Repair of Main Terminal Building
Page 2 of 2

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

Bidder	Total Bid Amount
Green Community Development dba: Surface Solutions	\$1,494,000.00
BME & Son's Inc.	\$2,565,045.58

The two (2) bids were determined to be responsive and both bidders have met the standards of responsibility as set forth in the Guam Procurement Law & Regulations. The government estimate for this project is \$1,600,000.00.

Legal Review

Upon Board approval, award will be processed through the issuance of a contract in conformance with the Guam Procurement Law and Regulations, subject to legal review.

Financial Review

The Project is funded through Capital Improvement Plan funds.

Recommendation

Management recommends award of the Exterior Wall Painting/Repair of Main Terminal Building in the amount of **\$1,494,000.00** to **Green Community Development dba: Surface Solutions**, who is the lowest bidder and has met the standards of responsibility and responsiveness outlined in Guam Procurement Law and Regulations.

May 21, 2024

MEMORANDUM

TO: John M. Quinata
Executive Manager

VIA: Jean M. Arriola
Airport Services Manager

FROM: Kathrina Bayson, **Supply Management Administrator**
Audie Artero, **Engineer Supervisor**

SUBJECT: Bid Evaluation and Recommendation – Invitation For Bid (“IFB”)
Exterior Wall Painting/Repair of Main Terminal Building
IFB No. GIAA-C03-FY24
Project No. GIAA-FY23-01-4

Project Background:

The IFB is for Exterior Wall Painting and Repair of the A.B. Won Pat International Airport Authority, Guam (“GIAA”) Main Terminal Building (the “Project”) inclusive of painting works for exterior walls, columns, beams, exposed ceiling/slab, soffit, overhangs, fascia, downspout, and all other exposed conduits, pipes, and electrical boxes, along with investigation of roof leaks subject for repair for the GIAA Terminal Building, Accounting Office Building, Airport Police Annex, Concrete Canopies and other miscellaneous structures. The work involved is paramount in order to ensure compliance with Safety Requirements.

Procurement Background:

The IFB was publicly announced in a local newspaper on March 15, 20, April 3, and 11, 2024. The bid submission deadline was extended to April 18, 2024, 2:00 p.m. and bid opening took place on the same day at 2:15 p.m.

Twenty-three (23) 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 a member of the Procurement staff.

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

Bidder	Total Bid Amount
Green Community Development dba: Surface Solutions	\$1,494,000.00
BME & Son’s Inc.	\$2,565,045.58

Evaluation and Recommendation

IFB No. GIAA-C03-FY24

Exterior Wall Painting/Repair of Main Terminal Building

Page 2 of 2

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 responsive and 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 best interest of GIAA to accept. To determine the responsiveness of bidders, the bid package specified the required documents that bidders must submit with their bid package. The abstract illustrates the list of required documents and each bidder's submittal (*see Attachment 1*). The government estimate for this project was \$1,600,000.00.

Green Community Development dba: Surface Solutions: The bidder submitted a total bid price of \$1,494,000.00 or 6.63% below the government estimate. Upon GIAA's request and pursuant to 2 GAR §3109(m)(3), bidder confirmed that the bid price provided is true and correct (*see Attachment 2*). The bidder's submittal was also reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB. Additionally, bidder was deemed responsible through the submission of a copy of its Contractor's License #R-0523-0238 and its Bidder's Qualification Statement, which included current and past projects and key personnel's resumes. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

BME & Son's Inc.: The bidder submitted a total bid price of \$2,565,045.58 or 60.32% above the government estimate. The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB. Additionally, bidder was deemed responsible through the submission of a copy of its Contractor's License #C-0423-0129 and its Bidder's Qualification Statement, which included current and past projects and key personnel's resumes. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Recommendation:

Therefore, pursuant to IFB, Instructions to Bidder, Section 12, the contract will be awarded to the responsive and responsible bidder with the lowest Total Bid Price, **Green Community Development dba: Surface Solutions** in the amount of **\$1,494,000.00**. The contract time for the Project is one hundred eighty (180) calendar days from issuance of the Notice to Proceed.

Should you have any questions, we are available at your request.

KATHRINA BAYSON

AUDIE ARTERO


APPROVED:

JOHN M. QUINATA
Executive Manager


Attachments

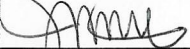
cc: Procurement Record

Attachment 1

Invitation for Bid No.: GIAA-C03-FY24			 <p style="text-align: center;"> Antonio B. Won Pat International Airport Authority, Guam Abstract for Invitation for Bid DETERMINATION FOR BIDDER'S RESPONSIVENESS </p>																				Issuance Date: 3/15/2024					
Name of Procurement: Exterior Wall Painting/Repair of Main Terminal Building																							Submission Deadline: 4/18/2024 2:00PM					
																							No. of Packages Issued: 23 No. of Bids Received: 2					
#	Name of Bidder	Date & Time of Submission	Required Forms/Documents																				Bid Security	Bid Form/Total Bid Amount				
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X		
1	SURFACE SOLUTIONS	04/10/2024 1:35 PM	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	BID BOND No. 202404000055DED-004N 15% OF TOTAL BID AMOUNT	<input checked="" type="checkbox"/> Bid Schedule Attached \$1,494,000.00
2	BNEATSONS, INC.	04/10/2024 1:53 PM	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	BID BOND No. 15% OF TOTAL BID AMOUNT	<input checked="" type="checkbox"/> Bid Schedule Attached \$2,500,045.50
3	- NOTHING FOLLOWS -																											<input type="checkbox"/> Bid Schedule Attached
4																												<input type="checkbox"/> Bid Schedule Attached
5																												<input type="checkbox"/> Bid Schedule Attached
6																												<input type="checkbox"/> Bid Schedule Attached

I hereby certify that all bids received in response to this solicitation were opened and that the names of all offerors have been entered hereon.


KATHRINA BAYSON
 SUPPLY MANAGEMENT ADMINISTRATOR

Attested By:

JENIELLE MENO
 BUYER SUPERVISOR I

LEGEND - REQUIRED FORMS/DOCUMENTS

(A) Special Reminder to Prospective Bidders

(B) Acknowledgement of Receipt Form for receipt of IFB

(C) Acknowledgement of Receipt Form for all issued Addenda for this IFB (A&B)

(D) Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest

(E) Affidavit Regarding Non-Collusion

(F) Affidavit Regarding No Gratuities or Kickbacks

(G) Declaration Regarding Contingent Fees

(H) Affidavit Regarding Ethical Standards

(I) Affidavit Regarding Compliance with U.S. DOL Wage and Benefits Determination...

(J) Designation of Subcontractors

(K) Bidder's Qualification Statement

(L) Bidder's Financial Statement

(M) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

(N) Trade Restriction Certification

(O) Certification of Bidder Regarding Debarment

(P) Certification Regarding Lobbying

(Q) Certificate of Buy American Compliance for Total Facility

(R) Title VI Solicitation Notice

(S) Local Procurement Preference Application

(T) Service-Disabled Veteran Owned Business Application

(U) Women-Owned Business Application

(V) Certification of Bidder Regarding Tax Delinquency and Felony Convictions

(W) Contract

(X) Other Requirements - Copy of valid Contractor's license (Classification B)



P.O. Box 8770 Tel (671) 646-0300
Tamuning, GU 96931 Fax (671) 646-8823
www.guamairport.com

EMAIL: official@guamairport.net

WE'RE ON IT
24/7

Attachment 2

May 15, 2024

TRANSMITTED VIA EMAIL: surfacesolutionspacific@gmail.com

Ms. Krystal U. Leung

President

Green Community Development dba Surface Solutions

323 RS Sanchez St.

Maite, Guam 96910

**Subject: Request for Confirmation of Bid Price
Exterior Wall Painting/Repair of Main Terminal Building
IFB No. GIAA-C03-FY24**

Hafa Adai Ms. Leung,

The Antonio B. Won Pat International Airport Authority, Guam ("GIAA") is in the process of completing evaluation of the bid submissions for the above subject IFB. Pursuant to 2 GAR § 3109(m)(3), GIAA requests that your company confirm the total bid price of **One Million Four Hundred Ninety-Four Thousand Dollars and Zero Cents (\$1,494,000.00)** is true and correct and that your company will meet the specification and terms and conditions as stipulated in the IFB and any addenda.

Please submit your confirmation letter on or before **5:00 p.m (ChST), Friday, May 17, 2024** to the Single Point of Contact, Ms. Kathrina Bayson via email at giaaifbc324@guamairport.net.

Si Yu'us Ma'ase,

**JOHN M. QUINATA
Executive Manager**

cc: Procurement File

A





May 15, 2024

Mr. John M. Quinata
Executive Manager
A B Won Pat International Airport Authority
P O Box 8770
Tamuning, Guam 96931

RE: EXTERIOR WALL PAINTING/REPAIR OF MAIN
TERMINAL BUILDING (IFB NO. GIAA-C03-FY24)

Subject: Bid Confirmation

Dear Mr. Quinata,

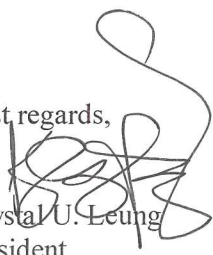
We are writing to confirm that Green Community Development dba Surface Solutions, has submitted a bid for the referenced project in the amount of One Million Four Hundred Ninety-Four Thousand Dollars (\$1,494,000.00) as indicated in our response to IFB No. GIAA-CO3-FY24.

This bid amount has been carefully calculated to include all necessary costs associated with the project. This encompasses all supervisory duties, labor expenses, materials, and equipment required as per the bid plan and the specifications detailed in the Statement of Work (SOW) included in the IFB documentation.

Should you require any further information or clarification regarding our bid, please do not hesitate to contact us at 671-898-1741 or via email at surfacesolutionspacific@gmail.com. We are available to address any questions or provide additional details as needed.

Thank you for considering our proposal.

Best regards,



Krystal U. Leung
President
Surface Solutions

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF Maite)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☒ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
<u>Krystal U. Leung</u>	<u>323 RS Sanchez St., Maite, Guam, 96910</u>	<u>51%</u>
<u>Reynold Leung</u>	<u>323 RS Sanchez St., Maite, Guam, 96910</u>	<u>49%</u>
_____	_____	_____
_____	_____	_____

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name_____

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
None			

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
None		

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):


Name	Principal Place of Business Street Address
None	

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
None	

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: 4/17/2024
(date)

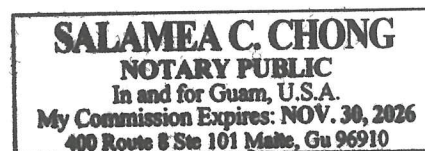

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor Partner,
if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation

Subscribed and sworn to before me

This 17 day of April, 2024.


NOTARY PUBLIC

My commission expires: _____



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

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF MANGILAO)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☒ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
<u>BERNIE & BERNA MARANAN TRUST</u>	<u>112 ORCHID LANE MANGILAO</u>	<u>72</u>
<u>DANNY & CRIS NATIVIDAD TRUST</u>	<u>145 ATGUIDON ST. MANGILAO</u>	<u>20</u>
<u>VANESSA ZACARIAS</u>	<u>198 CHERRY BLOSSOM MANGILAO</u>	<u>8</u>
_____	_____	_____

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
NONE		

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
NONE			

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
NONE		

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
NONE	

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
DANNY NATIVIDAD	132 GOLDEN CUPID RD. MANGILAO GUAM 96913

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: 4/16/2024
(date)

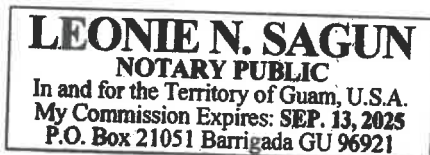

BERNADETTE MARANAN

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor Partner,
if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation

Subscribed and sworn to before me

This 16th day of APRIL, 2024.


NOTARY PUBLIC
My commission expires: 9-13-2025



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



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

EXECUTIVE SUMMARY

INVITATION FOR BID

**IFB NO. GIAA-C04-FY24
Project No. GIAA-FY24-004-1
TERMINAL FLOOR REPLACEMENT**

May 30, 2024

Purpose

Board action is requested to approve the award for Invitation for Bid (“IFB”) No. GIAA-C04-FY24 for the Terminal Floor Replacement.

Background

Bids were solicited for Terminal Floor Replacement of the Antonio B. Won Pat International Airport Authority, Guam (“GIAA”) inclusive of construction work such as demolition, concrete repair where hairline cracks are apparent, preparation of existing substrate to receive new floor finish, installation of rubber floor tiles, carpet floor tiles, and epoxy terrazzo flooring.

The contract will be awarded to the responsive and responsible bidder(s) with the Lowest Total Bid Price within the available funding for the project, and provided the bid is reasonable and is in the best interest of GIAA to accept. The contract time for the Project is two hundred seventy (270) calendar days from issuance of the Notice to Proceed.

Procurement Background

The above referenced IFB was publicly announced in a local newspaper on February 29, March 7, 22, April 5 and 19, 2024. The bid submission deadline was extended to April 26, 2024, 2:00 p.m. and bid opening took place on the same day at 2:15 p.m.

Thirty-one (31) 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 a member of the Procurement staff.

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

Bidder	Total Bid Amount
Green Community Development dba: Surface Solutions	\$3,343,313.44
Future World Corporation	\$8,348,632.20

Executive Summary

Invitation for Bid No. GIAA-C04-FY24; Project No. GIAA-FY23-004-1
Terminal Floor Replacement
Page 2 of 2

The government estimate for this project is \$4,684,242.90.

Green Community Development dba: Surface Solutions: The bidder submitted a total bid price of \$3,343,313.44 or 28.63% below the government estimate. Pursuant to 2 GAR §3109(m)(3), GIAA will confirm bid price with the bidder to ensure that price is true and correct. The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB. Additionally, bidder was deemed responsible through the submission of a copy of its Contractor's License #R-0523-0238 and its Bidder's Qualification Statement, which included current and past projects and key personnel's resumes. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Future World Corporation: The bidder submitted a total bid price of \$8,348,632.20 or 78.23% above the government estimate. The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB. Additionally, bidder was deemed responsible through the submission of a copy of its Contractor's License #C-0423-0053 and its Bidder's Qualification Statement, which included current and past projects and key personnel's resumes. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Legal Review

Upon Board approval, award will be processed through the issuance of a contract in conformance with the Guam Procurement Law and Regulations, subject to legal review.

Financial Review

The Project is funded through GIAA Capital Improvement Plan.

Recommendation

Management recommends award of the Terminal Floor Replacement in the amount of **\$3,343,313.44** to **Green Community Development dba: Surface Solutions**, who is the lowest bidder and has met the standards of responsibility and responsiveness outlined in Guam Procurement Law and Regulations, subject to confirmation of bid price pursuant to 2 GAR §3109(m)(3).

May 21, 2024

MEMORANDUM

TO: John M. Quinata
Executive Manager

VIA: Jean M. Arriola
Airport Services Manager

FROM: Kathrina Bayson, **Supply Management Administrator**
Audie Artero, **Engineer Supervisor**

SUBJECT: Bid Evaluation and Recommendation – Invitation For Bid (“IFB”)
Terminal Floor Replacement
IFB No. GIAA-C04-FY24
Project No. GIAA-FY24-004-1

Project Background:

The IFB is for Terminal Floor Replacement of the A.B. Won Pat International Airport Authority, Guam (“GIAA”) (the “Project”) inclusive of construction work such as demolition, concrete repair where hairline cracks are apparent, preparation of existing substrate to receive new floor finish, installation of rubber floor tiles, carpet floor tiles, and epoxy terrazzo flooring. The work involved is paramount in order to ensure the safety requirements are met.

Procurement Background:

The IFB was publicly announced in a local newspaper on February 29, March 7, 22, April 5 and 19, 2024. The bid submission deadline was extended to April 26, 2024, 2:00 p.m. and bid opening took place on the same day at 2:15 p.m.

Thirty-one (31) 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 a member of the Procurement staff.

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

Bidder	Total Bid Amount
Green Community Development dba: Surface Solutions	\$3,343,313.44
Future World Corporation	\$8,348,632.20

Bid Analysis and Evaluation:

Evaluation and Recommendation

IFB No. GIAA-C04-FY24

Terminal Floor Replacement

Page 2 of 2

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 responsive and 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 best interest of GIAA to accept. To determine the responsiveness of bidders, the bid package specified the required documents that bidders must submit with their bid package. The attached abstract illustrates the list of required documents and each bidder's submittal. The government estimate for this project was \$4,684,242.90.

Green Community Development dba: Surface Solutions: The bidder submitted a total bid price of \$3,343,313.44 or 28.63% below the government estimate. Pursuant to 2 GAR §3109(m)(3), GIAA will confirm bid price with the bidder to ensure that price is true and correct. The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB. Additionally, bidder was deemed responsible through the submission of a copy of its Contractor's License #R-0523-0238 and its Bidder's Qualification Statement, which included current and past projects and key personnel's resumes. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Future World Corporation: The bidder submitted a total bid price of \$8,348,632.20 or 78.23% above the government estimate. The bidder's submittal was reviewed and deemed responsive through the submission of all required documents, completed and in conformance with the IFB. Additionally, bidder was deemed responsible through the submission of a copy of its Contractor's License #C-0423-0053 and its Bidder's Qualification Statement, which included current and past projects and key personnel's resumes. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Recommendation:


Therefore, pursuant to IFB, Instructions to Bidder, Section 12, the contract will be awarded to the responsive and responsible bidder with the lowest Total Bid Price, **Green Community Development dba: Surface Solutions** in the amount of **\$3,343,313.44**, subject to confirmation of bid price pursuant to 2 GAR §3109(m)(3). The contract time for the Project is two hundred seventy (270) calendar days from issuance of the Notice to Proceed.

Should you have any questions, we are available at your request.


KATHRINA BAYSON


AUDIE ARTERO

APPROVED:


JOHN M. QUINATA
Executive Manager

Attachments

cc: Procurement Record

Invitation for Bid No.: GIAA-C04-FY24			<div style="display: flex; align-items: center; justify-content: center;"> <div> Antonio B. Won Pat International Airport Authority, Guam Abstract for Invitation for Bid DETERMINATION FOR BIDDER'S RESPONSIVENESS </div> </div>																				Issuance Date: 2/29/2024					
Name of Procurement: Terminal Floor Replacement																							Submission Deadline: 4/26/2024 2:00PM					
																							No. of Packages Issued: 31		No. of Bids Received: 2			
#	Name of Bidder	Date & Time of Submission	Required Forms/Documents																				Bid Security	Bid Form/Total Bid Amount				
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X		
1	FUTURE WORLD CORPORATION	04/26/24 1:30PM	X	X	X	F	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	BIDBOND 15% OF TOTAL AMOUNT \$8,348,632.20	<input checked="" type="checkbox"/> Bid Schedule Attached \$8,348,632.20
2	SURFACE SOLUTIONS	04/26/24 1:46PM	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	CASHIER'S CHECK \$504,300.00	<input checked="" type="checkbox"/> Bid Schedule Attached \$3,343,313.44
3	-NOTHING FOLLOWS-																										<input type="checkbox"/> Bid Schedule Attached	
4																											<input type="checkbox"/> Bid Schedule Attached	
5																											<input type="checkbox"/> Bid Schedule Attached	
6																											<input type="checkbox"/> Bid Schedule Attached	

I hereby certify that all bids received in response to this solicitation were opened and that the names of all offerors have been entered hereon.

[Signature] **KATHRINA BAYSON**
 SUPPLY MANAGEMENT ADMINISTRATOR

Attested By: *[Signature]*
JENIELLE MENO
 BUYER SUPERVISOR

LEGEND - REQUIRED FORMS/DOCUMENTS

(A) Special Reminder to Prospective Bidders

(B) Acknowledgement of Receipt Form for receipt of IFB

(C) Acknowledgement of Receipt Form for all issued Addenda for this IFB (A,B,C)

(D) Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest

(E) Affidavit Regarding Non-Collusion

(F) Affidavit Regarding No Gratuities or Kickbacks

(G) Affidavit Regarding Contingent Fees

(H) Affidavit Regarding Ethical Standards

(I) Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination...

(J) Designation of Subcontractors

(K) Bidder's Qualification Statement

(L) Bidder's Financial Statement

(M) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

(N) Trade Restriction Certification

(O) Certification of Bidder Regarding Debarment

(P) Certification Regarding Lobbying

(Q) Certificate of Buy American Compliance for Total Facility

(R) Title VI Solicitation Notice

(S) Local Procurement Preference Application

(T) Service-Disabled Veteran Owned Business Application

(U) Women-Owned Business Application

(V) Certification of Bidder Regarding Tax Delinquency and Felony Convictions

(W) Contract

(X) Other Requirements - Copy of valid Contractor's license (Classification B)

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))CITY OF _____)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☒ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: 954 Army Drive, Barrigada, Guam 96913

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
Richard Sukhoon Chi	954 Army Drive, Barrigada, Guam 96913	30
Sunok E. Chi	954 Army Drive, Barrigada, Guam 96913	65
Joshua Hoon Chi	954 Army Drive, Barrigada, Guam 96913	5
X X X X X	X X X X X X X	X X X

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeree/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Owner	Principal Place of Business Street Address	% of Interest

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

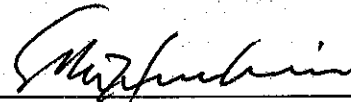
Name	Principal Place of Business Street Address

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeree/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: 4-23-2024
(date)



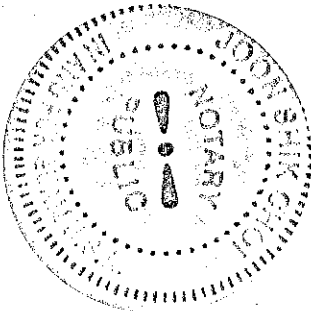
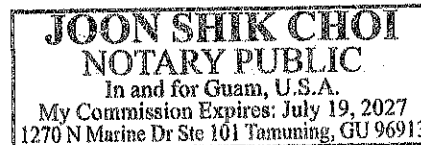
Signature of one of the following:
Bidder/Offeree/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeree/Prospective Contractor Partner,
if the Bidder/Offeree/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeree/Prospective
Contractor is a corporation

Subscribed and sworn to before me

This 23rd day of April, 2024

NOTARY PUBLIC

My commission expires: 07/19/2027



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

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: 928 Marine Corps Dr., Tamuning, 96913, Guam

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

[x] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
<u>Krystal U. Leung</u>	<u>323 RS Sanchez St. Maite, Guam, 96910</u>	<u>51%</u>
<u>Reynold Leung</u>	<u>323 RS Sanchez St., Maite, Guam, 96910</u>	<u>49%</u>
_____	_____	_____
_____	_____	_____

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
None		

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
None		

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner

of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
None			

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
None		

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
None	

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
None	

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: APRIL 10, 2024
(date)



Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a
licensed individual Owner of sole proprietorship
Bidder/Offeror/Prospective Contractor Partner,
if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective
Contractor is a corporation

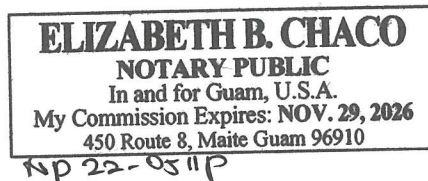
Subscribed and sworn to before me

This 10th day of April, 20 24.



NOTARY PUBLIC

My commission expires: NOV. 29, 2026



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

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

May 30, 2024

PASSENGER FLIGHT NETWORK: JUNE 2024

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
United Airlines	HNL	UA201/200	1805/0655	Daily
	HND	UA849/848	0445/1910	Daily
	NRT	UA197/196	2145/1215	Daily
		UA873/827	1545/0700	Daily
		UA865/UA864	1305/2210	Daily
		UA841/UA840	2240/1120	Daily
	SPN	UA076/UA174	1035/0800	Daily
	MNL	UA184/UA183	0910/0420	Daily/Mon, Tue, Thu, Fri, Sun
	KIX	UA150/UA151	1550/0715	Daily
		UA178/UA177	0120+1/1650	Tues, Thurs, Saturday
	FUK	UA166/UA165	1600/0655	Daily
	NGO	UA136/UA137	1610/0730	Daily
	ROR	UA158/UA157	0505+1/2345	Mon, Wed, Thu Sun
		UA192/UA193	0545/0614	Wed, Sat

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
Jeju Airlines	ICN	7C3101/3102	1605/1710	Daily, (then suspended June 12-30)
	ICN	7C3105/7C3106	0200/0305	Daily
Korean Air	ICN	KE421/KE422	1515/1650	Daily
Jin Air	ICN	LJ913/L914	1505/1615	Daily
	PUS	LJ929/LJ930	0200/0300	Daily
Japan Airlines	NRT	JL941/JL942	1415/1650	Mon, Wed, Thur, Sat,
Philippine Airlines	MNL	PR110/PR111	0335/0555	Daily
T'Way Airlines	ICN	TW303/TW304	1400/1500	Daily
Star Marianas	ROP	**3401/**4301		Mon, Tue, Wed, Thu, Fri
China Airlines	TPE	*		*
Air Seoul	ICN	*		*
Air Busan	PUS	*		*

* Continued Suspension

Air Service Changes (MAY vs. JUN):

UA suspends one of its 5 Narita flights on Mon, Wed, Thurs, Sat (UA 828/874)
 United suspends its 2nd Nagoya flight on Mon, Wed, Thu, Sun
 Jeju suspends its afternoon ICN flight effective June 12 - 30

AIR SERVICE SNAPSHOT

In June 2024, GIAA will see an increase of 64% in the number of flights scheduled to operate throughout the month and an increase of 56% of seat capacity, compared to May of 2023. It was on May 24, 2023, that Typhoon Mawar stormed through the island causing mass devastation, and airlines cancelled all flights over a span of six days, and decreased frequencies thereafter.

	FY 2023			FY 2024			% Percentage Change		
	# of Flights	Seat Capacity	Enplane- ments	# of Flights	Seat Capacity	Enplanem ents	# of Flights	Seat Capacity	Enplane- ments
January	625	105,854	79,100	816	148,616	101,439	31%	40%	22%
February	525	94,167	73,378	712	129,083	93,224	36%	37%	21%
March	695	112,091	87,147	696	127,338	96,992	0.14%	14%	10%
April	622	115,790	79,104	641	117,135	75,687	3.05%	1%	NA
May	677	125,300	73,858	703	128,368	NA	3.84%	2%	NA
June	386	74,159	45,896	633	115,976	NA	63.99%	56%	NA

FINANCIAL UPDATES

Investor Presentation and Meetings

GIAA Management presented at the Invest Guam Symposium sponsored by GEDA in New York on May 14 -15, 2024. The Symposium was Guam's second municipal bond seminar and provided investors with updates for each individual GovGuam credit and discussions on the Guam assets in which they invested. Led by Governor Lou Leon Guerrero, GIAA updated investors on Day 1, along with GEDA, DOA, BBMR, Port Authority, GPA and GWA. Day 2 consisted of multiple one-to-one meetings with investors.

FEDERAL REGULATORY UPDATES

Part 150 Noise Study Update

AECOM, contractor for the Part 150 Noise Study Update conducted a site visit in Guam from May 20-24, 2024 and presented preliminary results of the Noise Exposure Map Update to Management. A stakeholder briefing was also conducted on the preliminary findings. AECOM also met with the Department of Land Management. A Public Information workshop will be scheduled at a later date to review draft study documents that incorporates latest information gathered during this visit.

FAA Western-Pacific Region Airports Conference

The FAA Western-Pacific Region Airports Conference will be held in Torrance, California from June 10 -14, 2024. There will be a Transportation Directors Report portion of the Conference where Executive Manager Quinata will present important updates of operations and capital improvement projects at the Guam International Airport Authority and will be discussing best practices over a wide range of regulatory issues with the FAA and other airport members that encompasses US airports in the Pacific, Honolulu, Western States, Alaska, Tribal jurisdictions, and Freely Associated States.

Food and Drug Administration Inspection (FDA) Inspections

The US FDA Consumer Safety Officer for Interstate Travel Sanitation recently inspected the Macerator (aircraft lavatory service disposal) facility. Preliminary findings indicated facility in compliance with standards and no material discrepancies. An official letter of results will be sent.

INFRASTRUCTURE & TECHNOLOGY

IT Master Plan Meetings

AECOM, contractor for the Master Plan Update, met with management and IT personnel on May 21, 2024, to further discuss information technology initiatives and development that will be incorporated in the final Master Plan Update

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

May 30, 2024

Airport Energy Efficiency Assessment

An airport internal working group and contractor AECOM met on May 22, 2024, and kicked off the Airport Energy Efficiency Assessment. The assessment will measure our energy consumption and identify measures to improve energy efficiency terminal wide.

Public Parking Lot Improvements

PacAir Inc., contractor for GIAA's public parking and commercial lots, has implemented a new payment system that provides new technology and convenience for consumers. The new system allows for payment on mobile phones that support credit cards, direct bank transfers, Pay Pal, Google Wallet and Apple Pay. New pay stations are also available at the Arrivals Lobby and the basement level entry from the public parking lot.

Renewal of Interruptible Load Program

GIAA continues to assist in the stability of the island's power system as summertime approaches as a participant of the Interruptible Load Program with GPA. Participants will transition to generators, to avoid load shedding of entire feeders.

GIAA support of Department of Public Works (DPW) Grant Application

GIAA submitted a letter to US Department of Transportation Secretary Pete Buttigieg in support of DPW's grant application for funding under the Multimodal Project Discretionary Grant (MPDG) Fiscal Year (FY) 2025-2026 Rural program for the Guam Mobility Improvements Project. This project addresses congestive conditions of Guam's primary connector roadways to reconstruct and widen Route 10A from three lanes to five lanes. The project will additionally create a new 5 lane public roadway linking Route 8 to Route 10A along the Airport as part of the proposed Tiyan Parkway Improvements.

LEGISLATIVE UPDATES

Bill No. 275-37: An Act...relative to standardizing Airport Police and Aircraft Rescue and Firefighting positions compensation at the A. B. Won Pat International Airport Authority, Guam was held on Friday, May 17, 2024, at the Guam Legislature. Board, Management and Division Heads provided testimony and responded to inquiry by legislative committee members. The session concluded with the announcement by Senator Lujan, Vice Chair of the Air Transportation Committee, that the Bill will be forwarded for scheduling in June session(s).

TRAINING/RECERTIFICATION

Airport Police (and Park Police) Reserve Program

The 1st Cycle of Airport Police and Park Police Reserves graduated on May 17, 2024, with a ceremony held at the ARFF Station. Ten GIAA personnel from Airport Police and ARFF successfully completed training and will complete their on-the-job training requirement here at Airport facilities.

Government Ethics Training

GIAA continues to comply with P.L. 36-25 requiring all government employees to complete a course in government ethics. New government employees must complete training within six (6) months of their employment, and existing employees must complete a refresher course every four (4) years. GIAA employees receive training in ethics at the Guam Community College.

Active Shooter Training is being conducted by Airport Police to all GIAA employees throughout the month of June. The goal of the program is to equip individuals in the workplace to respond to a violent critical incident with confidence.

***All required quarterly training/travel reports are posted on the Airport's website.**

PROCUREMENT UPDATES

IFB Terminal Building Roof Replacement and Renewable Energy System - Phase I

Bid Announced: May 22, 2024
Bid Submission Deadline: June 21, 2024 @ 2pm

IFB Replacement of GIAA Cooling Tower Fan Assemblies

Bid Announced: May 10, 2024
Bid Submission Deadline: June 6, 2024 @ 2pm

ANNOUNCEMENTS

- **The 26th Micronesian Islands Forum** scheduled for June 3-5, 2024, and will be held at the Guam Hyatt Regency. GIAA management is a key member of the Regional Transportation Working Group and will be consolidating our issues with outer island committee members airports for presentation on Monday, June 3, 2024. GIAA is also in the logistics planning committee, spearheading arrival protocols for the island leaders and participating delegates.
- The **2024 DYA Summer Youth Employment Program** will run from June 17 through July 26, 2024. GIAA will be sponsoring approximately 40 youth employees, assigned to all divisions. Summer youth employees will work 32 hours weekly and will conclude the program with presentations by divisions to Supervisors and Management.

May 24, 2024

MEMORANDUM

To: Mr. Brian Bamba
 Chairman
 GIAA Board of Directors

From: Dafne Mansapit-Shimizu 
 Comptroller

Subject: Operating Results – Revenues and Expenses as of April 30, 2024

Attached herewith is GIAA's Operating Results Report for the month ending April 30, 2024. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended April 30, 2024.

The key operating results for 7 month(s) of FY2024 ending Apr.30, 2024 – (in \$000's) are

CATEGORY	Actual FY24 Current Month	YEAR-TO-DATE			FORECAST FOR FULL YEAR- FY24	
		Budget FY24 Y-T-D	Actual FY24 Y-T-D	% Variance Budget vs. Actual	Actual	% Variance Budget vs. Actual
				Y-T-D Current Month		
Total Signatory Revenues	\$ 2,434.4	\$ 23,052.2	\$ 19,103.4	-17.1%	\$ 36,445.7	-9.8%
Total Concession Revenues	\$ 851.4	\$ 6,867.6	\$ 6,538.7	-4.8%	\$ 12,047.3	-2.7%
Total PFC's	\$ 256.5	\$ 2,805.5	\$ 2,263.2	-19.3%	\$ 4,413.4	-10.9%
Total Other Revenues	\$ 1,271.0	\$ 9,448.6	\$ 9,992.5	5.8%	\$ 16,806.5	3.3%
Total Operating Revenues	\$ 4,813.3	\$ 42,173.8	\$ 37,897.9	-10.1%	\$ 69,712.8	-5.8%
Total Operating Expenses	\$ 4,114.1	\$ 32,430.6	\$ 26,855.3	-17.2%	\$ 50,024.3	-10.0%
Net Revenues from Operations	\$ 699.3	\$ 9,743.2	\$ 11,042.5	13.3%	\$ 19,688.5	7.1%
Non-Operating Expenses	\$ 167.9	\$ 647.2	\$ 2,541.8	292.8%	\$ 2,792.7	211.0%
Other Available Moneys/Other Sources of Funds	\$ 246.9	\$ 1,961.5	\$ 1,847.2	-5.8%	\$ 3,248.3	-3.4%
Net Debt Service Coverage	0.93	1.65	1.64	-0.6%	1.80	-0.6%

Year-to-date Total Signatory Revenues for the month ending April 30, 2024 are below Budgeted revenues by **17.1%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **4.8%** below budget while Passenger Facility Charges are below the budget estimate by **19.3%**.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by **5.8%**.

Year-to-date Total Operating Revenues actual of **\$37.9M** is **10.1%** below the budget estimate of **\$42.2M**.

Year-to-date Total Operating Expenses are below budget by **17.2%**. Components of this line item include an **8.7%** decrease in Personnel Service, a **20.3%** decrease in Contractual Services, a **59.0%** decrease in Materials & Supplies and a **0.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$11.0M** represents a **13.3%** increase over the year-to-date budgeted amount of **\$9.7M**.

Finally, our year-to-date results for Debt Service Coverage is at **1.64** 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

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

KEY OPERATING RESULTS (\$000's)

As of April 30, 2024

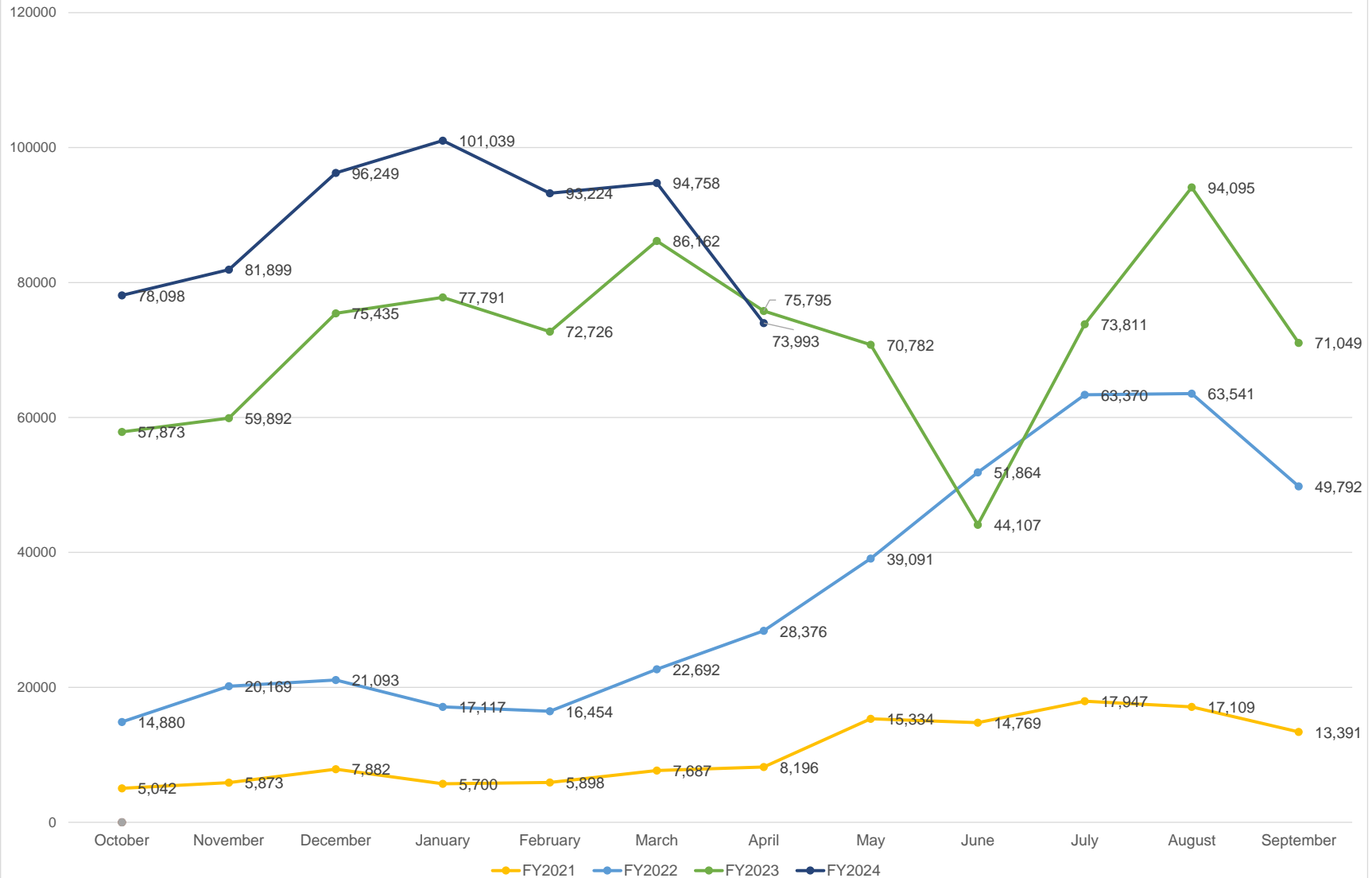
	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l		Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
I. Signatory Airline Rents & Fees											
Terminal Bldg Rentals	221.5	279.0	272.4	-2.4%	3,348.2	1,550.6	1,953.1	1,906.9	-2.4%	3,302.0	-1.4%
Departure Fees	429.8	764.2	483.7	-36.7%	9,275.2	2,867.2	5,250.8	4,066.1	-22.6%	8,090.5	-12.8%
Arrival Fees	312.3	579.7	362.3	-37.5%	6,954.1	2,020.1	3,944.3	2,965.6	-24.8%	5,975.3	-14.1%
Immigration Inspection Fees	124.6	226.0	143.6	-36.5%	2,731.0	789.2	1,550.1	1,168.1	-24.6%	2,349.0	-14.0%
Common Use Departure Fees	0.0	101.4	53.2	-47.5%	1,175.8	203.4	660.1	485.5	-26.4%	1,001.2	-14.8%
Loading Bridge Use Fees	324.7	406.7	324.0	-20.3%	4,757.3	1,850.7	2,716.9	2,400.5	-11.6%	4,441.0	-6.6%
Landing Fees	610.0	882.6	690.8	-21.7%	10,561.2	4,003.9	6,063.1	5,319.1	-12.3%	9,817.1	-7.0%
Apron Use Fees	86.9	133.0	104.4	-21.5%	1,591.7	571.4	913.8	791.5	-13.4%	1,469.4	-7.7%
Total Signatory Revenue	2,109.8	3,372.6	2,434.4	-27.8%	40,394.4	13,856.5	23,052.2	19,103.4	-17.1%	36,445.7	-9.8%
Enplaned Signatory Pax	75,795	116,256	73,993	-36.4%	1,411,083	505,674	798,831	619,260	-22.5%	1,231,512	-12.7%
Cost per Enplaned Pax	\$27.84	\$29.01	\$32.90	13.4%	\$28.63	\$27.40	\$28.86	\$30.85	6.9%	\$29.59	3.4%
Revenues from Sources other than Signatory Airlines Rents & Fees											
Concession Revenues											
Gen Mdse	553.3	688.4	527.7	-23.3%	8,690.6	4,105.1	4,758.9	4,062.4	-14.6%	7,994.1	-8.0%
In-flight Catering	59.4	60.7	100.4	65.5%	783.1	342.1	448.1	739.6	65.1%	1,074.7	37.2%
Food & Beverage	67.7	67.2	66.9	-0.5%	867.8	461.0	496.5	530.1	6.8%	901.4	3.9%
Rental Cars	142.7	132.8	135.4	1.9%	1,714.3	767.9	980.9	1,031.2	5.1%	1,764.6	2.9%
Other Concession Rev	1.7	24.8	21.1	-14.9%	320.2	104.5	183.2	175.5	-4.2%	312.5	-2.4%
Total Concession Revenues	824.8	973.9	851.4	-12.6%	12,376.1	5,780.6	6,867.6	6,538.7	-4.8%	12,047.3	-2.7%
Passenger Facility Charges	309.4	408.3	256.5	-37.2%	4,955.7	1,980.7	2,805.5	2,263.2	-19.3%	4,413.4	-10.9%
Other Revenue	1,148.6	1,354.6	1,271.0	-6.2%	16,262.5	8,249.5	9,448.6	9,992.5	5.8%	16,806.5	3.3%
Total Operating Revenue	4,392.7	6,109.4	4,813.3	-21.2%	73,988.8	29,867.3	42,173.8	37,897.9	-10.1%	69,712.8	-5.8%
II. Operating Expenses:											
Personnel Services	1,636.6	1,949.3	1,979.8	1.6%	25,341.2	12,352.1	14,619.9	13,355.0	-8.7%	24,076.2	-5.0%
Contractual Services	1,819.5	2,216.5	1,940.8	-12.4%	27,652.8	12,757.0	16,010.3	12,762.1	-20.3%	24,404.6	-11.7%
Materials & Supplies	59.1	262.4	193.5	-26.3%	2,605.6	406.0	1,800.4	738.3	-59.0%	1,543.5	-40.8%
Equipment/Furnishings	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0%	0.0	0.0%
Total Operating Expenses	3,515.1	4,428.2	4,114.1	-7.1%	55,599.6	25,515.2	32,430.6	26,855.3	-17.2%	50,024.3	-10.0%
Net income from Operations	877.5	1,681.2	699.3	-58.4%	18,389.2	4,352.1	9,743.2	11,042.5	13.3%	19,688.5	7.1%

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
KEY OPERATING RESULTS (\$000's)
As of April 30, 2024

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2023	Budget FY2024	Actual FY2024	%Var Bud Vs Act'l		Actual FY2023	Budget FY2024	Actual FY2024	%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)	99.5	50.2	167.9	234.6%	898.0	552.0	647.2	2,541.8	292.8%	2,792.7	211.0%
Add: Interest on Investments	74.7	51.5	143.0	177.5%	618.3	701.0	360.7	954.7	164.7%	1,212.3	96.1%
Net Revenues	852.6	1,682.5	674.4	-59.9%	18,109.5	4,501.1	9,456.7	9,455.4	0.0%	18,108.1	0.0%
Add: Other sources of Funds (Federal Reimb)	49.2	33.3	0.0	-100.0%	400.0	256.8	233.3	119.0	-49.0%	285.6	-28.6%
Add: Other available moneys	168.2	246.9	246.9	0.0%	2,962.6	1,177.5	1,728.2	1,728.2	0.0%	2,962.6	0.0%
Net Revenues and Other Available Moneys	1,070.0	1,962.7	921.3	-53.1%	21,472.1	5,935.4	11,418.2	11,302.5	-1.0%	21,356.4	-0.5%
Debt Service payments	672.9	987.5	987.5	0.0%	11,850.6	4,710.0	6,912.8	6,912.8	0.0%	11,850.6	0.0%
Debt Service Coverage	1.59	1.99	0.93	-53.3%	1.81	1.26	1.65	1.64	-0.6%	1.80	-0.6%

Attachment #1


Enplaned Signatory Pax FY2021 - FY2024 As of April 30, 2024



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 JACOB & PANGELINAN LLP

DATE: May 20, 2024

SUBJECT: **Executive Session**

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