



**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE  
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
Thursday, November 13, 2025, 3:00 p.m.  
GIAA CONFERENCE ROOMS 1 & 2**

**1. CALL TO ORDER AND ATTENDANCE**

The October regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam (“GIAA” or the “Authority”) was held on November 13, 2025, and called to order by Chairman Brian J. Bamba at 3:16 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

**Directors Present:**

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

**Offices or Positions:**

Chairman  
Vice Chairman  
Director  
Director  
Director

**Directors Absent:**

Donald I. Weakley  
Rosie R. Tainatongo

**Offices or Positions:**

Board Secretary  
Director

**GIAA Officials:**

John M. Quinata  
Artemio R.A. Hernandez, Ph.D.  
Jean M. Arriola  
Dafne Mansapit Shimizu  
Kathrina Bayson  
Juan Reyes  
Anthony Quidachay  
Fidel Masga  
Elpidio C. Antenor  
Vanessa Pangindian  
Ralph “Billy” Gutierrez II

**Offices or Positions:**

Executive Manager  
Deputy Executive Manager  
Airport Services Manager  
Comptroller  
Supply Management Administrator  
Air Terminal Manager  
Safety Administrator  
Assistant Chief of Police  
Engineer III (Electrical)  
Management Analyst III  
Management Analyst IV

William Brennan  
Frank 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. 26-09**

The Board hereby approves the agenda of November 13, 2025, regular meeting, as presented.

## 3. APPROVAL OF MINUTES

### A. September 29, 2025, Regular Board Meeting

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

### **Resolution No. 26-10**

The Board hereby approves the minutes of September 29, 2025, Regular Meeting, subject to corrections.

## 4. CORRESPONDENCE

Executive Manager (EM) Quinata advised there was no Correspondence to report.

## 5. OLD BUSINESS

EM Quinata advised there was no Old Business to be presented.

## 6. NEW BUSINESS

### A. Approval and Award of Security Screening Checkpoint Area Expansion – Design – RFP No. RFP-014-FY25

Deputy Executive Manager Artemis “Ricky” Hernandez (“DEM Hernandez”) presented this item to the Board. Board action was requested to approve the ranking results for Request for Proposals (RFP) No. RFP-014-FY25, to design the Security Screening Checkpoint Area Expansion at the Antonio B. Won Pat International Airport, Guam (“GIAA”).

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to design the expansion of the Transportation Security Administration’s (TSA) Security Screening Checkpoint (SSCP) area, located on the departure level (2nd Floor) above the ticketing lobby. The current 3,500-square-foot screening area, which includes queuing lanes for Travel Document

Check (TDC) podiums and a dedicated lane for TSA Precheck passengers, has become inadequate to accommodate passenger volumes based on pre-COVID levels and anticipated future demand. It involves the integration and secure redesign of the corridor from U.S. Customs and Border Protection (USCBP) Immigration Hall through Door 202 to provide direct, controlled access into the TSA Security Screening area for transit passengers and airline crew members, including necessary modifications to align with TSA and CBP operational and security requirements.

The RFP was publicly announced in a local newspaper on August 27, September 5 and 22, 2025. The deadline to submit proposals was September 29, 2025, at 4:00 p.m.

A total of twenty-one (21) firms and/or individuals downloaded the RFP package, and three (3) firms submitted a proposal before the submission deadline.

The proposals were reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. All three (3) 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 was determined that Offeror C 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.

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.

The term of the agreement is for five (5) years, subject to the availability of funding.

The Security Screening Checkpoint Area Expansion – Design will be funded under an FAA AIP grant; Federal Share is 90% and Sponsor Share 10%.

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

**Resolution No. 26-11**

The Board hereby moves to approve the ranking results and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

After the Board approved the ranking results, Offeror C was publicly announced as E&A Engineers.

B. Approval of Award for Airfield Lighting and Electrical System Modernization – Design –  
RFP No. RFP-012-FY25

DEM Hernandez presented this item to the Board. Board action was requested to approve the ranking results for Request for Proposals (RFP) No. RFP-012—FY25, to design the Airfield Lighting and Electrical System Modernization at the Antonio B. Won Pat International Airport, Guam (“GIAA”).

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to design and modernize the airfield and electrical system to enhance safety, reliability, and energy efficiency. Although vault upgrades were completed in 2015, further improvements are needed to meet evolving aviation demands. This project will allow the airport to improve runway/taxiway visibility, reduce the frequency of lighting system failures and integrate sustainable, energy-efficient technologies. Enhancements will ensure compliance with FAA standards, support GIAA’s operational needs, and strengthen the airport’s role as a vital regional hub for Micronesia.

The RFP was publicly announced in a local newspaper on September 16 and 22, and October 9, 2025. The deadline to submit proposals was October 16, 2025, at 4:00 p.m.

A total of twenty (20) firms and/or individuals downloaded the RFP package, and two (2) firms submitted a proposal before the submission deadline.

The proposals were reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. Both 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 was determined that Offeror B 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.

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.

The term of the agreement is for five (5) years, subject to the availability of funding.

The Airfield Lighting and Electrical System Modernization - Design will be funded under an FAA AIP grant, Federal Share is 90% and Sponsor Share 10%.

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

**Resolution No. 26-12**

The Board hereby moves to approve the ranking results and the contract award to offeror B subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

After the Board approved the ranking results, Offeror B was publicly announced as EMCE Consulting Engineers.

**C. Approval and Award of Management and Infrastructure Support Services for GIAAs  
Paging System – RFP No. RFP-011--FY25**

DEM Hernandez presented this item to the Board. Board action was requested to approve the ranking results for Request for Proposals (RFP) No. RFP-011-FY25, Management and Infrastructure Support Services for the Paging System at the Antonio B. Won Pat International Airport, Guam (“GIAA”).

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide professional management and infrastructure operational technology (“OT”) support services for GIAA’s public Paging System. The system provides paging through-out the terminal’s common areas to include the curb sides, departures and arrivals. Services in the scope of work include the management, administration, configuration, maintenance support and repair for the current paging system.

The RFP was publicly announced in a local newspaper on September 10, 16 and 25, 2025. The deadline to submit proposals was October 2, 2025, at 4:00 p.m.

A total of fifteen (15) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

The proposals were reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. The 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 Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it was determined that Offeror A 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.

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

**Resolution No. 26-13**

The Board hereby moves to approve the ranking results and the contract award to Offeror A subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

After the Board approved the ranking results, Offeror A was publicly announced as Secure Safe Solutions LLC.

**D. Approval and Award of Purchase and Delivery of Sports Utility Vehicles – IFB No. GIAA-004-FY25**

DEM Hernandez presented this item to the Board. Prior to beginning discussion, EM Quinata informed Board that he had recused himself related to his procurement. DEM Hernandez also informed the Board that Acting Guam Department of Administration, General Services Agency Chief Procurement Officer Adriana U. Quitugua supervised this procurement at GIAA's request. Board action is requested to approve the award for Invitation for Bid ("IFB") No. GIAA-004-FY25 for the Purchase and Delivery of Sports Utility Vehicles. Bids were solicited for purchase and delivery of Sport Utility Vehicles ("SUV") to support the operational readiness and security functions of GIAA's Airport Police Division ("APD") as well as other GIAA divisions. In particular, the SUVs equipped with law enforcement uplifts will be designated for use by APD's K9 Section. These vehicles are intended to quickly and efficiently transport K9 units for airport security operations, including responding to potential threats, and the detection of narcotics and explosives.

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 delivery time for this procurement is ninety (90) calendar days from the issuance of a Purchase Order. Section 11 of the Instructions to Bidders of the IFB allows for the purchase of a minimum of one (1) vehicle per line item, however, the actual quantities may exceed the minimum during the contract period of one (1) year from the date of award, based on operational needs and available funding. The contract period shall be one (1) year from the date of award.

The IFB was publicly announced in a local newspaper on August 5, 11, 21, 28, and September 5, 2025. The bid submission deadline was extended to October 10, 2025, 10:00 a.m. and bid opening took place on the same day at 10:15 a.m.

Nine (9) 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 Single Point of Contact and recorded by a member of the Procurement staff.

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

Bidder Name	Total Bid Price
Triple J Enterprises, Inc.	\$134,800.00
Monster Auto Corp. dba Guam Auto Sport	\$117,578.00
Cars Plus, LLC.	\$154,490.00

The government estimate for this project is \$104,380.00.

Triple J Enterprises, Inc.: The bidder submitted a total bid price of \$134,800.00 or 29.14% 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, and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Monster Auto Corp dba Guam Auto Spot.: The bidder submitted a total bid price of \$117,578.00 or 12.64% 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, and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Cars Plus LLC.: The bidder submitted a total bid price of \$154,490.00 or 48.01% 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, and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

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

The Project will be funded through Airport Police O &M Budget.

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

**Resolution No. 26-14**

The Board hereby moves to approve the ranking results and the contract award of Purchase and Delivery of Sports Utility Vehicles to Monster Auto Corp. dba Guam Auto Spot who was the lowest bidder that has met the standard of responsibility and responsiveness outlined in Guam Procurement Law and Regulations presented.

- E. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-131-2025  
Cargo Apron – Design – Phase 2

The first item requiring Board action concerned FAA Grant Agreement No. GUM-WPG-3-66-0001-131-2025 Cargo Apron – Design – Phase 2, which Mr. Frank Santos, GIAA TMG Consultant presented.

The board was asked to ratify FAA grant agreement AIP 131 for the Cargo Apron Design Phase 2. The project is currently at a 50% completion level and requires \$1,215,000 to finish, with 90% federal and 10% airport funding. The airport must appropriate its 10%, amounting to \$135,000. The design includes extending the fuel system, major grading work, apron construction, and a connecting taxiway. The project is expected to be completed by the end of the first quarter of 2026 and bid out in FY26 grants.

On motion duly made by Director Morato, seconded by Director Alcron, the following resolution was unanimously passed:

**Resolution No. 26-15**

The Board hereby moves to ratify Cargo Apron – Design – Phase 2 – FAA Grant Agreement No. 3-66-0001-131-2025 in the amount of \$1,215,00.00

- F. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-132-2025 TSA Security Screening Checkpoint Area Expansion – Design – Phase 1

The next item presented was a request to the Board to ratify FAA Grant Agreement No. GUM-WPG-3-66-0001-132-2025 TSA Security Screening Checkpoint Area Expansion – Design – Phase 1 was also presented by Mr. Santos. AIP 132 will provide some funding, if not all when available to Item 6A for a particular design. FAA will contribute 10% with the airport sponsor will cover the remaining 90%. This project aims to expand the queuing area by 40 feet on both sides, totaling 3,200 square feet, to improve capacity and safety, especially in light of the past overcrowding during peak times. The current queuing is insufficient, especially during the peak times in 2019 with passengers queuing down the stairway and all the way to the ticket counters. The design will also facilitate improvements in family lanes and other screening functions, as recommended by the airline and TSA.

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

**Resolution No. 26-16**

The Board hereby ratifies TSA Security Screening Checkpoint Area Expansion – Design – Phase 1 & 2 – FAA Grant Agreement No. GUM-WPG-3-66-0001-132-2025 in the amount of \$975,000.00

- G. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-133-2025 Reconstruct Airport Lighting Vault Equipment – Design – Phase 1 of 2

The next item presented by Mr. Santos concerned management's request to ratify FAA Grant Agreement No. GUM-WPG-3-66-0001-133-2025 Reconstruct Airport Lighting Vault Equipment – Design – Phase 1 of 2. Mr. Santos explained that this grant amounts to \$800,000, which is at a split 90/10 and is for Phase 1 of project 2, the airport must appropriate its 10% amounting to \$88,889. The project focuses on the airfield lighting vault, which includes hardware and software systems, and can be managed remotely. Both the Ramp Control Tower on the airport side as well as air traffic control can control the lighting from that vault.

On motion duly made by Director Garcia, seconded by Chairman Bamba, the following resolution was unanimously passed:

**Resolution No. 26-17**

The Board hereby ratifies FAA Grant Agreement No. GUM-WPG-3-66-0001-133-2025 Reconstruct Airport Lighting Vault Equipment – Design – Phase 1 of 2 in the amount of \$800,000.00.

H. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-134-2025 VALE Infrastructure

The last item needing ratification is FAA Grant Agreement No. GUM-WPG-3-66-0001-134-2025 VALE Infrastructure which stands for Voluntary Airport Low Emissions. The total for this grant is \$7,461,000 with a 10% match of \$729,000. This includes 17 units of ground power and 17 units of preconditioned air for each bridge, serving aircraft parked at those bridges. The project is in the bid documents drafting stage undergoing FAA and legal review and will be advertised for bids once cleared. The funding was highly competitive among U.S. airports and GIAA is fortunate to receive this funding.

On option duly made by Director Alcorn, Seconded by Director Garcia the following resolution was unanimously passed:

**Resolution No. 26-18**

The Board hereby ratifies FAA Grant Agreement No. GUM-WPG-3-66-0001-134-2025 Vale Infrastructure in the amount of \$729,000.00.

I. Notice of GIAA Draft Policies and Procedures for Solicitation, Selection, and Award of Concession Agreements for Public Comment authorized by Public Law 38-21

Reference is made for Notice of GIAA Draft Policies and Procedures for Solicitation, Selection, and Award of Concession Agreements for Public Comment authorized by Public Law 38-21 included as part of the Board's packet, which was presented by DEM Hernandez.

Public Law 38-21 provides authority to the A. B. Won Pat International Airport Authority, Guam (GIAA) to adopt policies and procedures for the solicitation, selection, and award of agreements

between the GIAA and any other party for the use of airport facilities and properties for airport purposes and/or visitor-related activities.

Specifically, relative to concession agreements, Public Law 38-21 provides that such agreements shall be authorized for a term of up to fifteen (15) years and shall be subject to policies and procedures for the competitive solicitation, selection, and award of concession agreements adopted from time to time by the GIAA's Board of Directors. The requirements of said policies and procedures and any amendments thereto are that they are based on industry standards, are competitive in nature, and consider the inclusion of small businesses in its adoption. Additionally, said policies and procedures shall not in any way authorize or permit gambling of any kind as defined in 9 GCA Chapter 64.

Subsequent to the passage of Public Law 38-21, the Governor signed and promulgated Executive Order No. 2025-05 on August 1, 2025, relative to establishing requirements for adoption of policies and procedures for airport concessions. GIAA's policies as drafted are aligned with this Executive Order to the extent they are required or applicable.

The draft Concession Policies is recommended to be added to the Guam Administrative Rules and Regulations (GAR) under Title 4 (Commerce), Chapter 7B (Guam Airport Authority).

In the drafting of the Concession Policies, the GIAA closely modelled the Guam Procurement Law (5 GCA Chapter 5) and Regulations (2 GAR Division 4) to the extent applicable considering Guam Procurement Law and Regulations govern the purchase of goods, services, and construction whereas the draft Concession Policies are aimed at competitively soliciting for revenue-generating contracts. The modelling of the draft Concession Policies after Guam Procurement Law and Regulations ensures the standards of consistency, efficiency, competition, and fairness are upheld to ensure the best outcome and interests of the GIAA are maintained.

As previously indicated, statute requires that the GIAA prepare a fiscal assessment which shall be posted with a copy of the Concession Policies on its website, allow for no less than thirty (30) calendar days for public comment, and to hold a public hearing noticed pursuant to 5 GCA § 8107 (Open Government Law).

The Fiscal Assessment shall directly address, at a minimum, the purpose and need for, the financial impact upon those persons or entities directly affected by, and the potential benefits expected to the GIAA by the proposed Concession Policies. Concessions include, but are not limited to retail, specialty retail, food and beverage, advertising, currency exchange, car rentals, and parking.

A notice for public comments on the proposed Concession Policies and the required Fiscal Assessment was published in the newspaper on Friday, November 7, 2025, and available for viewing or download at [www.guamairport.com](http://www.guamairport.com). GIAA will convene a public hearing no less than thirty (30) calendar days from said posting which falls sometime after December 8, 2025. No action was requested by management concerning this matter.

J. Notice of GIAA Draft Policies and Procedures for Solicitation, Selection, and Award of Leasing Agreements for Public Comment authorized by Public Law 38-21

Reference is made for Notice of GIAA Draft Policies and Procedures for Solicitation, Selection, and Award of Leasing Agreements for Public Comment authorized by Public Law 38-21 included as part of the Board's packet, which was presented by DEM Hernandez.

Public Law 38-21 provides authority to the A. B. Won Pat International Airport Authority, Guam (GIAA) to adopt Lease Policies between the GIAA and any other party for the use of airport facilities and properties for airport purposes and/or visitor-related activities.

Specifically, relative to lease agreements, Public Law 38-21 provides that such agreements shall be authorized for a term of up to fifty (50) years and shall be subject to applicable Federal Aviation Administration (FAA) requirements for aeronautical and non-aeronautical uses to include rates charged for non-aeronautical uses at fair market value pursuant to GIAA requirements and policies and procedures adopted from time to time by the GIAA Board of Directors. Additionally, said policies and procedures shall not in any way authorize or permit gambling of any kind as defined in 9 GCA Chapter 64.

The purpose of these proposed Lease Policies is to provide standard policies and procedures governing the selection, award, and operation of airport leases, as may be amended from time to time, and in conformity with industry practices. This purpose includes the distinguishing between different categories of Leases, and the basis for corresponding differences in policy approach.

As previously indicated, statute requires that the GIAA prepare a fiscal assessment which shall be posted with a copy of the proposed Lease Policies on its website, allow for no less than thirty (30) calendar days for public comment, and to hold a public hearing noticed pursuant to 5 GCA § 8107 (Open Government Law).

The Fiscal Assessment shall directly address, at a minimum, the purpose and need for, the financial impact upon those persons or entities directly affected by, and the potential benefits expected to the GIAA by the proposed Lease Policies.

The GIAA is expecting to post both the proposed Lease Policies and the associated Fiscal Assessment no later than the end of next week. No action was requested by management concerning this item.

## **7. REPORT OF THE EXECUTIVE MANAGER**

Reference is made for the Executive Manager's Report included as part of the Board's packet, which was presented by EM Quinata. The report included brief updates on Passenger Flight Network for November 2025, Air Service Snapshot for November 2025 there is a 40% increase in the number of flights and a 51% increase in seat capacity, as compared to November 2025. Airline Updates, Federal

Regulatory Updates, Facilities and Infrastructure, Training, Procurement Updates, and Announcements.

**8. REPORT OF THE COMPTROLLER**

Reference is made for the Comptroller’s Report included as part of the Board’s packet, which was presented by Ms. Dafne Mansapit Shimizu. Charts of Signatory Enplanements v. Total Revenues (in millions) for FY 2019 – FY 2024, Signatory Enplanements – Actual vs Forecasted FY 2019 – FY 2025, and Enplaned Signatory Pax FY2024 – FY2025 (as of Sept 2025).

Update on short term financing effort. The Comptroller updated the Board on RFP 25-007 issued by GEDA pursuant to 12 G.C.A § 50103(k) on September 4, 2025. The proposal deadline was September 18, 2025. The GEDA Board approved the ranking of offerors and authorized GEDA management to commence negotiations. The matter is pending negotiations with FHB.

**9. EXECUTIVE SESSION**

EM Quinata advised that there was no Executive Session on the agenda.

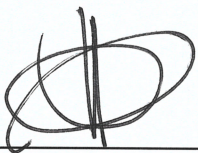
**10. PUBLIC COMMENTS**

EM Quinata advised there was no Public Comments at this time.

**11. ADJOURNMENT**

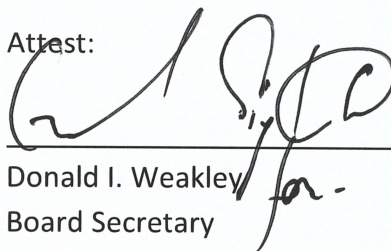
Motion to adjourn duly made by Vice-Chairman Sobti, seconded by Director Garcia; motion unanimously passed. The meeting was adjourned at 5:00 p.m.

Dated this 19 day of December 2025.



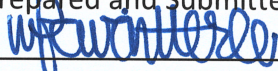
\_\_\_\_\_  
Brian J. Bamba  
Chairman

Attest:



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

Prepared and Submitted by:



\_\_\_\_\_  
Wana Frances C. Wintterle  
Corresponding Secretary

**BOARD OF DIRECTORS REGULAR MEETING**  
**3:00 p.m., Thursday, November 13, 2025**  
**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 – Wednesday, November 5, 2025  
Notice to Media – Wednesday, November 5, 2025

Second Notice:

The Guam Daily Post – Monday, November 10, 2025  
Notice to Media – Monday, November 10, 2025

**AGENDA**

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
  - A. September 29, 2025, Regular Board Meeting
4. Correspondence – None
5. Old Business – None
6. New Business
  - A. Approval and Award for Security Screening Checkpoint Area Expansion – Design – RFP No. RFP-014-FY25
  - B. Approval and Award for Airfield Lighting and Electrical System Modernization – Design – RFP No. RFP-012-FY25
  - C. Approval and Award for Management and Infrastructure Support Services for GIAA's Paging System – RFP No. RFP-011-FY25
  - D. Approval and Award of Purchase and Delivery of Sports Utility Vehicles – IFB No. GIAA-004-FY25
  - E. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-131-2025 Cargo Apron – Design – Phase 2
  - F. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-132-2025 TSA Security Screening Checkpoint Area Expansion – Design – Phase 1
  - G. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-133-2025 Reconstruct Airport Lighting Vault Equipment – Design – Phase 1 of 2
  - H. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-134-2025 – VALE Infrastructure
  - I. Notice of GIAA Draft Policies and Procedures for Solicitation, Selection, and Award of Concession Agreements for Public Comment authorized by Public Law 38-21
  - J. Notice of GIAA Draft Policies and Procedures for Solicitation, Selection, and Award of Leasing Agreements for Public Comment authorized by Public Law 38-21
7. Report of Executive Manager
  - A. Airport Updates
  - B. Announcements
8. Report of Comptroller
9. Public Comments
10. Adjournment



**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**  
**Board of Directors Regular Meeting**  
**3:00 p.m., Monday, September 29, 2025**  
**GIAA Terminal Conference Rooms 1 & 2**

**SIGN-IN SHEET**

	<u>PRINT NAME</u>	<u>COMPANY/AGENCY</u>
1.	Annmarie Munn	AM Ins
2.	JACK GRANILLO	AM INS
3.	Juan Menta	AM Ins.
4.	JUAN CRUZ	GUAM
5.	MARVIN CRIBOSTOMO	LEGISLATURE
6.	Roberto Faasula	GIAA MKH
7.	Ray Quintanilla	GIAA OPS
8.	AMZS	APD
9.	JUSTIN GRANT	PMO
10.	ELPIDIO CANTENON	ENG'G.
11.	Juan Reyes	GIAA - OPS
12.	RaymondQuintanilla	GIAA- OPS
13.	Ken McDonald	GIAA - P&F
14.		
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20.		

**APPLY NOW!!**

**7 - DENTAL AUXILIARY** **\$18.51 PER HR.**  
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**MARK WILLIAMS, ESQ.**  
**LAW OFFICES OF MARK E. WILLIAMS, P.C.**  
 166 West Marine Corps Drive  
 Suite 102 Bank Pacific Building  
 Dededo, Guam 96925  
 Telephone: (671) 637-9620  
 Facsimile: (671) 637-9660

**IN THE SUPERIOR COURT OF GUAM**  
**IN THE MATTER OF THE ESTATE OF**  
**JOSE LEON GUERRERO NINETE,**  
**Deceased.**  
**PROBATE CASE NO. PR0029-25**  
**NOTICE OF FIRST AND FINAL REPORT OF**  
**ADMINISTRATOR AND PETITION FOR**  
**ALLOWANCE OF ATTORNEY'S FEES AND**  
**FOR FINAL DISTRIBUTION**

**NOTICE IS HEREBY GIVEN** that Petitioner JOANNA D. NINETE, Administrator of the estate of JOSE LEON GUERRERO NINETE, deceased, has filed the First and Final Account and Report of Administration and Petition for Allowance of Attorney's Fees and for Final Distribution, in said court, and that on **November 12, 2025, at 9:30 a.m.**, of said day, at the Superior Court of Guam, Hagatna, Guam, a hearing has been set for the settlement of said account for Final Distribution of said estate; All persons interested in attending said hearing are notified then and there to appear and show cause, if any they have, why said petition should not be granted.

Reference is hereby made to the said account and petition for further particulars.

Dated this 25th day of September, 2025.

**LAW OFFICES OF MARK E. WILLIAMS, P.C.**  
 By: /s/ Mark Williams  
**MARK WILLIAMS, Esq.**

You may appear in person at the Courtroom of Judge Dana A. Gutierrez, 120 W. O'Brien Drive, Hagatna, Guam or you may participate via Zoom by logging onto <https://guamcourts.org.zoom.us> and enter the **Meeting ID: 839 7874 0380** and **Passcode: 189701**. For technical assistance, please call (671) 475-3207 five (5) minutes prior the designated hearing time.

**A.S. WOH PAT INTERNATIONAL** **BOARD OF DIRECTORS**  
**AIRPORT GUAM** **REGULAR MEETING**

Thursday, November 13, 2025 at 3:00 PM in Terminal Conference Rooms 1 & 2 and by Videoconference and Live Streamed via GIAA website: [www.guamairport.com](http://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
2. Approval of Agenda
3. Approval of Minutes
  - A. September 29, 2025, Regular Board Meeting
4. Correspondence - None
5. Old Business - None
6. New Business
  - A. Approval and Award for Security Screening Checkpoint Area Expansion - Design - RFP No. RFP-014-FY25
  - B. Approval and Award for Airfield Lighting and Electrical System Modernization - Design - RFP No. RFP-012-FY25
  - C. Approval and Award for Management and Infrastructure Support Services for GIAA's Paging System - RFP No. RFP-011-FY25
  - D. Approval and Award of Purchase and Delivery of Sports Utility Vehicles - IFB No. GIAA-004-FY25
  - E. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-131-2025 Cargo Apron - Design - Phase 2
  - F. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-132-2025 TSA Security Screening Checkpoint Area Expansion - Design - Phase 1
  - G. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-133-2025 Reconstruct Airport Lighting Vault Equipment - Design - Phase 1 of 2
  - H. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-134-2025 - VALE Infrastructure
  - I. Notice of GIAA Draft Policies and Procedures for Solicitation, Selection, and Award of Concession Agreements for Public Comment authorized by Public Law 38-21
  - J. Notice of GIAA Draft Policies and Procedures for Solicitation, Selection, and Award of Leasing Agreements for Public Comment authorized by Public Law 38-21
7. Report of Executive Manager
  - A. Airport Updates
  - B. Announcements
8. Report of Comptroller
9. Public Comments
10. Adjournment

Parking is available in the Public Parking Lot. Call the Board Office at (671) 642-4777/18 for special accommodations, auxiliary aids, or services. This ad is paid for by GIAA.

**PUBLICATION NOTICE**

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

**JERRY FOOD SERVICE, LLC**  
**DBA: JERRY KITCHEN**

has applied for a Class: Four (4) General On Sale Alcoholic Beverage License said premises being marked as Lot: 2139-1-3-NEW Unit 102 & 103 PFC Development Tamuning/Tumon/Harmon



**CIVIL SERVICE COMMISSION**

KUMISION / SETBISISION SIBIT  
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**NOTICE OF MEETING**

**IN-PERSON MEETING AT 9:00 A.M. ON THURSDAY, NOVEMBER 13, 2025.**

A live broadcast of this meeting is available to the public on the CSC website at [csc.guam.gov](http://csc.guam.gov) or on [GovGuam.tv](http://GovGuam.tv). The public can also access a live stream of this meeting via zoom by using the link or Meeting ID and Passcode provided below.  
<https://us06web.zoom.us/j/89764574739?pwd=ODXsU178K1qgYmXOR0J8LXAXVE.1> (Meeting ID: 897 6457 4739 / Passcode: 804442)

**AGENDA**

- I. CALL TO ORDER.
- II. APPROVAL OF MINUTES: November 06, 2025.
- III. NEW BUSINESS:
  - (1) SIGNING: JUDGMENT OF DISMISSAL. Pete S.N. Ofeciar vs. Customs and Quarantine Agency (COA); Case No.: 25-GRE24.
- IV. OLD BUSINESS:
  - (1) GRIEVANCE HEARING. Dean J. Taitague et. al. vs. Department of Corrections (DOC); Case No.: 25-GRE08.
  - V. GENERAL BUSINESS:
    - 1) Bills and Laws affecting CSC.
    - 2) Administrative Counsel Litigation Update.
    - 3) Administrative Matters:
      - a). Board Training; Civil Service Commission Board Members.
      - VI. ADJOURNMENT.

For special accommodations, please contact Maria P. Masnayan, CSC ADA Coordinator at (671) 647-1872 / (671) 647-1855. /s/ Daniel D. Leon Guerrero, Executive Director  
 Paid by the Civil Service Commission



**PUBLIC NOTICE ANNOUNCEMENT**

The Guam Visitors Bureau will hold a Regular Meeting of the Board of Directors on Thursday, November 13, 2025, at 1:30 p.m. in GVB's main conference room and by Teleconference - via Zoom. Anyone desiring to join the virtual meeting may enter the following link in a browser: <https://us02web.zoom.us/j/89090779984?pwd=aeG0l0lPvOMoNDxe4fVcDfQluBhngK.1> Meeting ID: 890 9077 9984, Passcode: visitguam. For meeting details, please visit [https://go.open.gov.guam.com/meetings\\_list/gvb](https://go.open.gov.guam.com/meetings_list/gvb). The Board of Directors herein notifies the public that it will discuss the following:

**1st NOTICE: AGENDA**

- I. CALL TO ORDER
- II. ROLL CALL
- III. MINUTES OF THE PREVIOUS MEETING (10/23/25)
- IV. ACTION BY THE BOARD
- V. CHAIRMAN'S REPORT
- VI. MANAGEMENT REPORT
- VII. REPORT OF THE BOARD COMMITTEES
  - A. Executive Committee
  - B. Administration & Government
    - FY2026 Purchase Orders, Contracts, IFBs, and RFPs for Board Review and Disposition by the Board
    - GVB RFP 2025-014 Japan Market Consultant
    - GVB RFP 2025-019 Insurance Brokerage Services
    - Purchase Order No. P26055 Pacific Backflow and Plumbing
  - C. Destination Management / Visitor Safety & Satisfaction
    - Committee Meeting Minutes dated 9/11/25
  - D. Cultural Heritage & Community Outreach
  - E. Research
  - F. Sports & Events
    - Sponsorships for Board Review and Disposition by the Board
  - G. Japan
    - Committee Meeting Minutes dated 10/28/25
  - H. Korea
    - Committee Meeting Minutes dated 10/28/25
  - I. Taiwan
  - J. North America, Pacific, Philippines & New Markets
  - K. Membership
  - L. Recovery Committee
- VIII. OLD CORPORATION BUSINESS
- IX. EXECUTIVE SESSION
  - Anticipated Litigation
- X. OTHER BUSINESS
- XI. AGENDA ITEMS FOR THE NEXT MEETING
- XII. ANNOUNCEMENTS
  - Upcoming Board Meetings: 12/11/25, 1/22/26
- XIII. ADJOURNMENT

Information on individual committees is available at <https://www.guamvisitorsbureau.com/>, along with other bureau meeting materials. Detailed materials, if applicable, will be available on the website one day before the meeting. Please call 671-646-5278 if you require additional detail about any agenda item. Individuals requiring special accommodations or information may contact GVB at 671-646-5278 for assistance.

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Coast360 is seeking a dedicated and detail-oriented professional to lead and evolve our loan servicing operations. This individual will play a key role in managing a diverse portfolio of consumer and business loans — including auto, personal, mortgage, credit card, and SBA/USDA programs. In addition, overseeing a skilled team, ensure regulatory compliance, streamline workflows, and drive automation efforts that improve efficiency and member service.

A successful candidate must be a team player with strong leadership and organizational skills and demonstrate professionalism in all member and team interactions. This individual must be able to uphold and promote Coast360's service excellence standards while ensuring compliance with internal policies, and applicable regulatory requirements. A high school or general equivalency (GED) is required, along with a minimum of five (5) years in loan servicing or related experience in a large full-service financial institution; or any equivalent combination of formal training and/or experience that provides the necessary knowledge, skills, and abilities thereof.

#### We offer great benefits:

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We invite interested candidates to complete an application online by November 21, 2025 through our job portal, which can be accessed through our website.

For other opportunities to join our Coast360 team, visit [coast360fcu.com/joinourteam](http://coast360fcu.com/joinourteam).

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### A.S. WONG PAY INTERNATIONAL BOARD OF DIRECTORS REGULAR MEETING



Thursday, November 13, 2025 at 3:00 PM in Terminal Conference Rooms 1 & 2 and by Videoconference and Live Streamed via GIAA website: [www.guamairport.com](http://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
  2. Approval of Agenda
  3. Approval of Minutes
    - A. September 29, 2025, Regular Board Meeting
  4. Correspondence - None
  5. Old Business - None
  6. New Business
    - A. Approval and Award for Security Screening Checkpoint Area Expansion - Design - RFP No. RFP-014-FY25
    - B. Approval and Award for Airfield Lighting and Electrical System Modernization - Design - RFP No. RFP-012-FY25
    - C. Approval and Award for Management and Infrastructure Support Services for GIAA's Paging System - RFP No. RFP-011-FY25
    - D. Approval and Award of Purchase and Delivery of Sports Utility Vehicles - IFB No. GIAA-004-FY25
    - E. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-131-2025 Cargo Apron - Design - Phase 2
    - F. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-132-2025 TSA Security Screening Checkpoint Area Expansion - Design - Phase 1
    - G. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-133-2025 Reconstruct Airport Lighting Vault Equipment - Design - Phase 1 of 2
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    - J. Notice of GIAA Draft Policies and Procedures for Solicitation, Selection, and Award of Leasing Agreements for Public Comment authorized by Public Law 38-21
  7. Report of Executive Manager
    - A. Airport Updates
    - B. Announcements
  8. Report of Comptroller
  9. Public Comments
  10. 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.

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**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE  
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM  
Monday, September 29, 2025, 3:00 p.m.  
GIAA CONFERENCE ROOMS 1 & 2**

**1. CALL TO ORDER AND ATTENDANCE**

The September regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam (“GIAA” or the “Authority”) was held on September 29, 2025, and called to order by Vice Chairman Gurvinder Sobti at 3:04 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

**Directors Present:**

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

**Offices or positions:**

Vice Chairman  
Board Secretary  
Director  
Director  
Director  
Chairman, Board of Directors<sup>1</sup>

**Directors Absent:**

Rosie R. Tainatongo

**Offices or positions:**

Director

**GIAA Officials:**

John M. Quinata  
Jean M. Arriola  
Dafne Mansapit Shimizu  
Rolenda Faasuumalie  
Juan Reyes  
Joseph Javellana  
Raymond Quintanilla  
Fidel Masga

Executive Manager  
Airport Services Manager  
Comptroller  
Airport Marketing Administrator  
Air Terminal Manager  
Program Coordinator IV  
Airport Operations Superintendent  
Assistant Chief of Airport Police

William Brennan  
Frank Santos  
AnnMarie T. Muna

Arriola Law Firm, GIAA Legal Counsel  
TMG, GIAA Consultant  
President/General Manager of AM Insurance

Vice Chairman Sobti 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**

---

<sup>1</sup> Attended virtually as a nonvoting member  
Meeting Minutes – September 29, 2025

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

**Resolution No. 26-01**

The Board hereby approves the agenda of September 29, 2025, regular meeting, as presented.

**3. APPROVAL OF MINUTES**

A. September 29, 2025, Regular Board Meeting

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

**Resolution No. 26-02**

The Board hereby approves the minutes of September 29, 2025, Regular Meeting, subject to corrections.

**4. CORRESPONDENCE**

Executive Manager (EM) Quinata advised there was no Correspondence to report.

**5. OLD BUSINESS**

EM Quinata advised there was no Old Business to be presented.

**6. NEW BUSINESS**

A. Approval of FY2026 Insurance Renewal Program

Reference is made for the FY2026 Insurance Renewal Program included as part of the Board's packet, which was presented by Airport Services Manager (ASM) Jean M. Arriola. ASM Arriola acknowledged and welcomed Ms. Kathy McNeil from Bolton & Co., GIAA's Insurance Consultant, who attended via Zoom and Ms. AnnMarie Muna, Ms. Tricia Granillo, and Mr. Juan Muna from AM Insurance, GIAA's Insurance Broker. Ms. Muna, General Manager of AM Insurance, presented the GIAA Insurance Program renewal for 2026 for Board Action.

The A.B. Won Pat International Airport Authority, Guam, as required by its Bond Indenture, is required to carry an adequate amount of insurance coverage to protect the Authority, its officers and bondholders. The Airport Insurance Program, which consists of Conventional Insurance covers general airport operations and was developed by GIAA with the assistance of its Insurance Consultant. The Insurance Program includes seven (7) policies: Property Insurance including Catastrophe; Airport Operators Liability; Directors & Officers Liability; Workman's Compensation;

Automobile Insurance; Crime Insurance and Cyber Liability, all of which are described in detail in the packet.

General Airport Insurance is provided to protect GIAA from potential losses resulting from its operations. As part of the packet a list of the types of insurance and coverages are provided and described in the Premium Comparison and Markets & Underwriters indications.

The appended schedule outlines the recommended insurance program for FY2026. Management recommends that the Board adopt the program as presented.

For FY2026, the total premium cost for all coverage, including catastrophic perils but excluding cyber liability, is \$2,116,743.22. This reflects an annual reduction of \$97,301.74 or 4.40% compared to the FY2025 premium of \$2,214,044.96.

The recommended program also includes cyber liability coverage. With this addition, the total premium cost rises to \$2,195,531.22, which still represents a net reduction of \$18,513.74 or 0.84% compared to FY2025.

The insurance premium costs are budgeted under Property Management Division (PMO) budget for FY2026.

The board discussed the results of the renewal of the 2026 insurance program renewal. Ms. Muna summarized some of the different coverages and factors that affected the proposed renewal.

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

**Resolution No. 26-03**

The Board hereby approves the FY2026 Insurance Renewal Program, as presented.

**B. Ratification of FAA Grant Agreement No. 3-66-0001-127-2025 – Terminal ADA Improvements**

The second item requiring Board action was the Ratification of FAA Grant Agreement No. 3-66-0001-127-2025 – Terminal ADA Improvements which Mr. Frank Santos also presented. AIP 127, from the FAA, which is a congressional earmark providing \$2 million in supplemental funding for terminal ADA improvements. The funding is a 90/10 split, with 90% from the FAA and 10% from the airport amounting to approximately \$222,223. The project is design-only, focusing on ADS compliance and improving accessibility for seniors and others. It will also address weather protection at curbside canopies. The RFP has been issued, and the board has made an award, with final procurement action pending.

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

**Resolution No. 26-04**

The Board hereby approves ratification of FAA Grant Agreement No. 3-66-0001-127-2025 – Terminal ADA Improvements

C. Ratification of FAA Grant Agreement No. 3-66-0001-128-2025 – Terminal Fire Alarm Suppression System

Mr. Santos discussed that this is a supplemental grant, AIP 128, for updating the fire alarm and fire suppression systems in the terminal building which are over 30 years old. The systems from 1996 and 2013 do not communicate directly. The total available funds are \$1,547,810, with a 90/10 split. The initial funds are intended to initiate the project, including issuing the RFP and finalizing procurement actions. The selected firm has been approved, and budget is set aside for the terminal building based on the 90/10 which is \$171,979. Next year more design money may be requested if the assessment determines the project is larger than expected.

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

**Resolution No. 26-05**

The Board hereby approves ratification of FAA Grant Agreement No. 3-66-0001-128-2025 – Terminal Fire Alarm Suppression System

D. Ratification of FAA Grant Agreement No. 3-66-0001-130-2025 – Passenger Loading Bridges

Mr. Santos discussed in short term AIP 130 which is to replace and dispose of five loading bridges. Initially there were only four, but another was identified, which was gate ten. Gate ten is structurally deficient, so it was included with the request to the FAA. The FAA came back with this grant, which included all five bridges. Funds will come from the airport infrastructure grant under the Infrastructure Investment and Jobs Act (IIJA) grant. The total amount is \$6,830,757 for all five bridges; the airport share is already included. The airport share under a 90/10 split is \$759,862 and the project has already been bid out and is pending final procurement action.

On motion duly made by Director Morato, seconded by Director Garcia, the following resolution was unanimously passed:

**Resolution No. 26-06**

The Board hereby approves ratification of FAA Grant Agreement No. 3-66-0001-130-2025 – Passenger Loading Bridges

E. Approval of Contract Modification for Terminal Aircraft Apron and Taxiway Rehabilitation Project – Contract No. GIAA-C23-001; Project No.: GIAA-FY16-08-03 – Change Order No. 2

Mr. Santos discussed that this change order relates to the \$40 million dollar apron project. The change order totals \$357,843.62 and does add a time extension for packages B, C, and D only, of 88 calendar days. This has been negotiated between the contractor and the construction manager. and is also subject to FAA review. Specific items include: \$20,000 for electrical conduit at gate 10, \$235,000 for prime coat on package B, \$23,000 for demolition at gates 9 and 10, \$22,850.26 for culvert demolition, \$503,103 for ramp vehicles decal fee, \$11,969 for emergency repairs at gate 7, \$1,262 for isolated slab demolition at gate 13, and \$37,386 for French drain rehabilitation. The revised completion date for packages B, C, and D is June 1, 2026. This change order request was submitted to the FAA for review and funding approval.

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

**Resolution No. 26-07**

The Board hereby approves Contract Modification for Terminal Aircraft Apron and Taxiway Rehabilitation Project – Contract No. GIAA-C23-001; Project No.: GIAA-FY16-08-03 – Change Order No. 2

F. Approval of FAA AIP 130 Passenger Loading Bridges – Change Order No. 1

Mr. Frank Santos reported, as discussed earlier, this is for the value of the fifth bridge. The initial four bridges are going through the final procurement action, and with respect to the fifth bridge, it is requested that the board delegate to management that once that initial phase bid is complete, to take the value of the fifth bridge into account and make necessary changes as allowed and required by law.

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

**Resolution No. 26-08**

The Board hereby approve Change Order No. 1 for FAA AIP 130 Passenger Loading Bridges.

**7. REPORT OF THE EXECUTIVE MANAGER**

Reference is made for the Executive Manager’s Report included as part of the Board’s packet, which was presented by EM Quinata. The report included brief updates on Air Service Snapshot. For

October 2025 there is a 13% increase in the number of flights and a 21% increase in seat capacity, as compared to September 2025. The increase is due to the introduction of Jin Air's 4th daily Incheon flight and Air Seoul's launch of one daily flight from Incheon. The EM also discussed Federal Regulatory Updates (FAR Part 139 AEP Review, FAA Part 150 Noise Study), Facilities and Infrastructure matters (Terminal Flooring Project Phase 2), Military and Federal Support Activities (Guam Defense Forum 2025), Training (Adult First Aid/CPR AED Awareness Training), and Procurement Updates, and Announcements.

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

Ms. Dafne Mansapit Shimizu, Comptroller reported on the operating results – revenues and expenses as of August 31, 2025. Attached herewith is GIAA's Operating Results Report for the month ending August 31, 2025, and a chart showing the key operating results for 11 months of FY2025 ending August 31, 2025 – (in \$000's), chart is found as part of Comptroller's packet.

Year-to-date Total Signatory Revenues for the month ending August 31, 2025, are below Budgeted revenues by \$14.8%. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Yest-to-date Total Concession Revenues are 27.6% below budget while Passenger Facility Charges are below the budget estimate by 14.1%.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are above the budget estimate by 19.6%.

Year-to-date Total Operating Revenues actual of 65.2M is 9.2% below the budget estimate of \$71.8M.

Year-to-date Total Operating Expenses are below budget by 12.1%. Components of this item include a 6.2% decrease in Personnel Service, a 15.2% decrease in Contractual Services, a 51.6% decrease in Materials & Supplies and a 0% decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The Actual year-to-date Net Revenues from Operations of \$19.7M represents a 1.7% decrease over the year-to-date budgeted amount of \$20.1M.

Finally, our year-to-date results for Debt Service Coverage is at 1.76 versus the requirement of 1.25.

## **9. EXECUTIVE SESSION**

Vice Chairman Sobti advised that there was no Executive Session on the agenda.

**10. PUBLIC COMMENTS**

EM Quinata advised there was no Public Comments at this time.

**11. ADJOURNMENT**

Motion to adjourn duly made by Vice-Chairman Sobti, seconded by Director Garcia; motion unanimously passed. The meeting was adjourned at 4:57 p.m.

Dated this 13 day of November 2025.

Attest:

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

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

Prepared and Submitted by:

\_\_\_\_\_  
Wana Frances C. Wintterle  
Corresponding Secretary

## 6. New Business

- A. Approval and Award for Security Screening Checkpoint Area Expansion – Design – RFP No. RFP-014-FY25
- B. Approval and Award for Airfield Lighting and Electrical System Modernization – Design – RFP No. RFP-012-FY25
- C. Approval and Award for Management and Infrastructure Support Services for GIAA’s Paging System – RFP No. RFP-011-FY25
- D. Approval and Award of Purchase and delivery of Sports Utility Vehicles – IFB No. GIAA-004-FY25
- E. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-131-2025 Cargo Apron – Design – Phase 2
- F. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-132-2025 TSA Security Screening Checkpoint Area Expansion – Design – Phase 1
- G. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-133-2025 Reconstruct Airport Lighting Vault Equipment – Design – Phase 1 of 2
- H. Ratification of FAA Grant Agreement No. GUM-WPG-3-66-0001-134-2025 – VALE Infrastructure
- I. Notice of GIAA Draft Policies and Procedures for Solicitation, and Award of Concession Agreements for Public Comment authorized by Public Law 38-21
- J. Notice of GIAA Draft Policies and Procedures for Solicitation, and Award of Leasing Agreements for Public Comment authorized by Public Law 38-21



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

**EXECUTIVE SUMMARY**

**REQUEST FOR PROPOSALS (RFP) NO. RFP-014-FY25**

**SECURITY SCREENING CHECKPOINT AREA EXPANSION - DESIGN**

**November 13, 2025**

**Purpose**

Board action is requested to approve the ranking results for Request for Proposals (RFP) No. RFP-014-FY25, to design the Security Screening Checkpoint Area Expansion at the Antonio B. Won Pat International Airport, Guam (“GIAA”).

**Background**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to design the expansion of the Transportation Security Administration’s (TSA) Security Screening Checkpoint (SSCP) area, located on the departure level (2nd Floor) above the ticketing lobby. The current 3,500-square-foot screening area, which includes queuing lanes for Travel Document Check (TDC) podiums and a dedicated lane for TSA Precheck passengers, has become inadequate to accommodate passenger volumes based on pre-COVID levels and anticipated future demand. It involves the integration and secure redesign of the corridor from U.S. Customs and Border Protection (USCBP) Immigration Hall through Door 202 to provide direct, controlled access into the TSA Security Screening area for transit passengers and airline crew members, including necessary modifications to align with TSA and CBP operational and security requirements.

**Procurement Background**

The RFP was publicly announced in a local newspaper on August 27, September 5 and 22, 2025. The deadline to submit proposals was September 29, 2025 at 4:00 p.m.

A total of twenty-one (21) firms and/or individuals downloaded the RFP package, and three (3) firms submitted a proposal before the submission deadline.

**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 three (3) 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 was determined that **Offeror C** 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-014-FY25

Security Screening Checkpoint Area Expansion - Design

Page 2 of 2

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**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.

The term of the agreement is for five (5) years, subject to the availability of funding.

**Financial Review**

The *Security Screening Checkpoint Area Expansion - Design* will be funded under an FAA AIP grant, Federal Share is 90% and Sponsor Share 10%.

**Recommendation**

Management recommends that the Board approve the ranking results and the contract award to **Offeror C** 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.

October 13, 2025

**MEMORANDUM**

TO: John M. Quinata  
**Executive Manager**

VIA: Jean M. Arriola  
**Airport Services Manager**

FROM: Kathrina Bayson  
**Supply Management Administrator**

SUBJECT: **Evaluation and Recommendation  
Security Screening Checkpoint Area Expansion - Design  
RFP No. RFP-014-FY25**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals for services to design the Security Screening Checkpoint Area Expansion at the Antonio B. Won Pat International Airport, Guam ("GIAA").

The RFP was publicly announced in a local newspaper on August 27, September 5 and 22, 2025. The deadline to submit proposals was September 29, 2025 at 4:00 p.m.

A total of twenty-one (21) firms and/or individuals downloaded the RFP package, and three (3) 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 three 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 10: 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 proposals included the following individuals:

1. Elpidio Antenor, Engineer Supervisor, *Acting*
2. Noel Dela Cruz, Airport Police Supervisor

**Evaluation and Recommendation**

Request for Proposal No. RFP-014-FY25  
Security Screening Checkpoint Area Expansion - Design

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3. Antonio Laniog, Jr., Engineer III
4. Enrique Tambora, Airport Consultant

The committee completed their evaluation based on the evaluation criteria set forth in the RFP, and the scores were tabulated as reflected on the attached evaluation score summary. As a result, the proposals were ranked as follows:

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

**Recommendation**

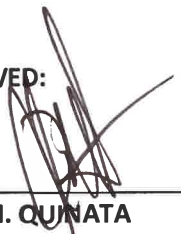
Offeror C is deemed to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Law & Regulations. Therefore, it is recommended to approve the ranking results and the contract award to the best qualified offeror, **Offeror C**, subject to negotiation of fair and reasonable fees. The term of the contract to be awarded is for a period 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.

  
KATHRINA O. BAYSON

APPROVED:

  
\_\_\_\_\_  
JOHN M. QUINATA  
Executive Manager

**Attachments**

cc: Procurement File



Antonio B. Won Pat International Airport Authority, Guam

**Evaluation Score Summary**

RFP NO. RFP-014-FY25

**Security Screening Checkpoint Area Expansion - Design**

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	86	3	84	1	87	2	81	2	2
Offeror B	95	2	84	1	83	3	72	3	3
Offeror C	96	1	83	3	90	1	90	1	1

Evaluators:
No. 1: Elpidio Antenor, Engineer Supervisor, Acting
No. 2: Noel Dela Cruz, Airport Police Supervisor
No. 3: Antonio Laniog, Jr., Engineer III
No. 4: Enrique Tambora, Airport Consultant



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

**EXECUTIVE SUMMARY**

**REQUEST FOR PROPOSALS (RFP) NO. RFP-012-FY25**

**AIRFIELD LIGHTING AND ELECTRICAL SYSTEM MODERNIZATION - DESIGN**

**November 13, 2025**

**Purpose**

Board action is requested to approve the ranking results for Request for Proposals (RFP) No. RFP-012-FY25, to design the Airfield Lighting and Electrical System Modernization at the Antonio B. Won Pat International Airport, Guam ("GIAA").

**Background**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to design and modernize the airfield and electrical system to enhance safety, reliability, and energy efficiency. Although vault upgrades were completed in 2015, further improvements are needed to meet evolving aviation demands. This project will allow the airport to improve runway/taxiway visibility, reduce the frequency of lighting system failures and integrate sustainable, energy-efficient technologies. Enhancements will ensure compliance with FAA standards, support GIAA's operational needs, and strengthen the airport's role as a vital regional hub for Micronesia.

**Procurement Background**

The RFP was publicly announced in a local newspaper on September 16 and 22, and October 9, 2025. The deadline to submit proposals was October 16, 2025 at 4:00 p.m.

A total of twenty (20) firms and/or individuals downloaded the RFP package, and two (2) firms submitted a proposal before the submission deadline.

**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. Both 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 was determined that **Offeror B** 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-012-FY25

Airfield Lighting and Electrical System Modernization - Design

Page 2 of 2

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**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.

The term of the agreement is for five (5) years, subject to the availability of funding.

**Financial Review**

The *Airfield Lighting and Electrical System Modernization - Design* will be funded under an FAA AIP grant, Federal Share is 90% and Sponsor Share 10%.

**Recommendation**

Management recommends that the Board approve the ranking results and the contract award to **Offeror B** 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.

October 21, 2025

## **MEMORANDUM**

TO: John M. Quinata  
**Executive Manager**

VIA: Jean M. Arriola  
**Airport Services Manager**

FROM: Kathrina Bayson  
**Supply Management Administrator**

SUBJECT: **Evaluation and Recommendation**  
**Airfield Lighting and Electrical System Modernization - Design**  
**RFP No. RFP-012-FY25**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals for services to design the Security Screening Checkpoint Area Expansion at the Antonio B. Won Pat International Airport, Guam ("GIAA").

The RFP was publicly announced in a local newspaper on September 16 and 22, and October 9, 2025. The deadline to submit proposals was October 16, 2025 at 4:00 p.m.

A total of twenty (20) firms and/or individuals downloaded the RFP package, and two (2) 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. Both 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 10: 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 proposals included the following individuals:

1. Elpidio Antenor, Engineer Supervisor, *Acting*
2. Kenneth McDonald, Airport Facilities/Equipment Maintenance Superintendent

**Evaluation and Recommendation**

Request for Proposal No. RFP-012-FY25

Airfield Lighting and Electrical System Modernization - Design

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- 3. Antonio Laniog, Jr., Engineer III
- 4. Richard Cabrera, Electrician Supervisor

The committee completed their evaluation based on the evaluation criteria set forth in the RFP, and the scores were tabulated as reflected on the attached evaluation score summary. As a result, the proposals were ranked as follows:

- 1. Offeror B
- 2. Offeror A

**Recommendation**

Offeror B is deemed to have met the standards of responsibility and responsiveness 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 B**, subject to negotiation of fair and reasonable fees. The term of the contract to be awarded is for a period 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.

  
**KATHRINA O. BAYSON**

**APPROVED:**  
  

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**JOHN M. QUINATA**  
Executive Manager

**Attachments**

cc: Procurement File



Antonio B. Won Pat International Airport Authority, Guam

**Evaluation Score Summary**

RFP NO. RFP-012-FY25

**Airfield Lighting and Electrical System Modernization - Design**

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	93	2	90	2	84	2	88	2	2
Offeror B	97	1	97	1	89	1	90	1	1

Evaluators:
No. 1: Elpidio Antenor, Engineer Supervisor, Acting
No. 2: Kenneth McDonald, Airport Facilities/Equipment Maintenance Superintendent
No. 3: Antonio Laniog, Jr., Engineer III
No. 4: Richard Cabrera, Electrician Supervisor



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

**EXECUTIVE SUMMARY**

**REQUEST FOR PROPOSALS (RFP) NO. RFP-011-FY25**

**MANAGEMENT AND INFRASTRUCTURE SUPPORT SERVICES FOR GIAA'S PAGING SYSTEM**

**November 13, 2025**

**Purpose**

Board action is requested to approve the ranking results for Request for Proposals (RFP) No. RFP-011-FY25, Management and Infrastructure Support Services for the Paging System at the Antonio B. Won Pat International Airport, Guam ("GIAA").

**Background**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide professional management and infrastructure operational technology ("OT") support services for GIAA's public Paging System. The system provides paging through-out the terminal's common areas to include the curb sides, departures and arrivals. Services in the scope of work include the management, administration, configuration, maintenance support and repair for the current paging system.

**Procurement Background**

The RFP was publicly announced in a local newspaper on September 10, 16 and 25, 2025. The deadline to submit proposals was October 2, 2025 at 4:00 p.m.

A total of fifteen (15) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

**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. The sole offeror 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 was determined that **Offeror A** 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-011-FY25

Management and Infrastructure Support Services for GIAA's Paging System

Page 2 of 2

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**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.

The term of the contract to be awarded is for a period of three (3) years with two (2) additional one (1) year option to renew at the sole discretion of GIAA, subject to the availability of funding.

**Financial Review**

The *Management and Infrastructure Support Services for GIAA's Paging System* will be funded under the Administration O & M budget.

**Recommendation**

Management recommends that the Board approve the ranking results and the contract award to **Offeror A** subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

October 14, 2025

**MEMORANDUM**

TO: John M. Quinata  
**Executive Manager**

VIA: Jean M. Arriola  
**Airport Services Manager**

FROM: Kathrina Bayson  
**Supply Management Administrator**

SUBJECT: **Evaluation and Recommendation  
Management and Infrastructure Support Services for GIAA's Paging System  
RFP No. RFP-011-FY25**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals for Management and Infrastructure Support Services for the Paging System at the Antonio B. Won Pat International Airport, Guam ("GIAA").

The RFP was publicly announced in a local newspaper on September 10, 16 and 25, 2025. The deadline to submit proposals was October 2, 2025 at 4:00 p.m.

A total of fifteen (15) 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. 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 10: 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 proposals included the following individuals:

1. Raymond Quintanilla, Airport Operations Superintendent
2. Ryan Topasna, Data Processing Manager

**Evaluation and Recommendation**

Request for Proposal No. RFP-011-FY25

Management and Infrastructure Support Services for GIAA's Paging System

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3. Ralph Gutierrez II, Management Analyst IV
4. Rita Camacho, Computer Systems Analyst II

The committee completed their evaluation based on the evaluation criteria set forth in the RFP, and the scores were tabulated as reflected on the attached evaluation score summary. As a result, the proposal was ranked as follows:

1. Offeror A

**Recommendation**


Offeror A is deemed to have met the standards of responsibility and responsiveness 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 A**, 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 option to renew at the sole discretion of GIAA, 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.

  
KATHRINA O. BAYSON

APPROVED:

  
\_\_\_\_\_  
JOHN M. QUINATA  
Executive Manager

**Attachments**

cc: Procurement File



Antonio B. Won Pat International Airport Authority, Guam

**Evaluation Score Summary**

RFP NO. RFP-011-FY25

**Management and Infrastructure Support Services for GIAA's Paging System**

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	69	1	76	1	76	1	93	1	1

Evaluators:
No. 1: Raymond Quintanilla, Airport Operations Superintendent
No. 2: Ryan Topasna, Data Processing Manager
No. 3: Ralph Gutierrez II, Management Analyst IV
No. 4: Rita Camacho, Computer Systems Analyst II



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

**EXECUTIVE SUMMARY**

**INVITATION FOR BID**

**IFB NO. GIAA-004-FY25**  
**PURCHASE AND DELIVERY OF SPORTS UTILITY VEHICLES**

**November 13, 2025**

**Purpose**

Board action is requested to approve the award for Invitation for Bid (“IFB”) No. GIAA-004-FY25 for the Purchase and Delivery of Sports Utility Vehicles.

**Background**

Bids were solicited for purchase and delivery of Sport Utility Vehicles (“SUV”) to support the operational readiness and security functions of GIAA’s Airport Police Division (“APD”) as well as other GIAA divisions. In particular, the SUVs equipped with law enforcement uplifts will be designated for use by APD’s K9 Section. These vehicles are intended to quickly and efficiently transport K9 units for airport security operations, including responding to potential threats, and the detection of narcotics and explosives.

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 delivery time for this procurement is ninety (90) calendar days from the issuance of a Purchase Order. Section 11 of the Instructions to Bidders of the IFB allows for the purchase of a minimum of one (1) vehicle per line item, however, the actual quantities may exceed the minimum during the contract period of one (1) year from the date of award, based on operational needs and available funding. The contract period shall be one (1) year from the date of award.

**Procurement Background**

The IFB was publicly announced in a local newspaper on August 5, 11, 21, 28, and September 5, 2025. The bid submission deadline was extended to October 10, 2025, 10:00 a.m. and bid opening took place on the same day at 10:15 a.m.

Nine (9) 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 Single Point of Contact and recorded by a member of the Procurement staff.

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

<b>Bidder Name</b>	<b>Total Bid Price</b>
Triple J Enterprises, Inc.	\$134,800.00

**Executive Summary**

Invitation for Bid No. GIAA-004-FY25  
Purchase and Delivery of Sports Utility Vehicles  
Page 2 of 2

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<b>Bidder Name</b>	<b>Total Bid Price</b>
Monster Auto Corp. dba Guam Auto Sport	\$117,578.00
Cars Plus, LLC.	\$154,490.00

The government estimate for this project is \$104,380.00.

**Triple J Enterprises, Inc.:** The bidder submitted a total bid price of \$134,800.00 or 29.14% 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, and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

**Monster Auto Corp dba Guam Auto Spot.:** The bidder submitted a total bid price of \$117,578.00 or 12.64% 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, and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

**Cars Plus LLC.:** The bidder submitted a total bid price of \$154,490.00 or 48.01% 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, and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

**Legal Review**

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

**Financial Review**

The Project will be funded through Airport Police O &M Budget.

**Recommendation**

Management recommends award in the total amount of **\$117,578.00** to **Monster Auto Corp. dba Guam Auto Spot** who is the lowest bidder that has met the standards of responsibility and responsiveness outlined in Guam Procurement Law and Regulations.



October 28, 2025

**MEMORANDUM**

TO: Andriana U. Quitugua  
**Acting Chief Procurement Officer**

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 Sport Utility Vehicles  
IFB No. GIAA-004-FY25

**Project Background:**

The IFB is for the purchase and delivery of Sport Utility Vehicles (“SUV”) to support the operational readiness and security functions of GIAA’s Airport Police Division (“APD”) as well as other GIAA divisions. In particular, the SUVs equipped with law enforcement uplifts will be designated for use by APD’s K9 Section. These vehicles will be used to quickly and efficiently transport K9 units for airport security operations, including responding to potential threats and the detection of narcotics and explosives.

**Procurement Background:**

The IFB was publicly announced in a local newspaper on August 5, 11, 21, 28, and September 5, 2025. The bid submission deadline was extended to October 10, 2025, 10:00 a.m. and bid opening took place on the same day at 10:15 a.m.

Nine (9) 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 Single Point of Contact and recorded by a member of the Procurement staff.

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

Bidder Name	Total Bid Price
Triple J Enterprises, Inc.	\$134,800.00
Monster Auto Corp. dba Guam Auto Sport	\$117,578.00
Cars Plus, LLC.	\$154,490.00

**Evaluation and Recommendation**

IFB No. GIAA-004-FY25

Purchase and Delivery of Sports Utility Vehicles

Page 2 of 2

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**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 Total Bid Price** 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. The government estimate for this project was \$104,380.00.

**Triple J Enterprises, Inc.:** The bidder submitted a total bid price of \$134,800.00 or 29.14% 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, and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

**Monster Auto Corp dba Guam Auto Spot.:** The bidder submitted a total bid price of \$117,578.00 or 12.64% 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, and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

**Cars Plus LLC.:** The bidder submitted a total bid price of \$154,490.00 or 48.01% 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, and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

**Recommendation:**

Pursuant to IFB, Instructions to Bidders, Section 11, the procurement will be awarded to the responsive and responsible bidder with the Lowest Total Bid Price, **Monster Auto Corp. dba Guam Auto Spot** in the total amount of **\$117,578.00**.

The delivery time for this procurement is ninety (90) calendar days from the issuance of a Purchase Order. Section 11 of the Instructions to Bidders of the IFB allows for the purchase of a minimum of one (1) vehicle per line item, however, the actual quantities may exceed the minimum during the contract period of one (1) year from the date of award, based on operational needs and available funding. The contract period shall be one (1) year from the date of award.

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


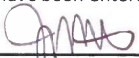
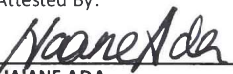
  
KATHRINA BAYSON


**APPROVED:**

  
\_\_\_\_\_  
ANDRIANA U. QUITUGUA  
Acting Chief Procurement Officer


Attachments

cc: Procurement Record

<b>Invitation for Bid No.:</b> GIAA-004-FY25		 <b>Antonio B. Won Pat International Airport Authority, Guam</b> <b>Abstract for Invitation for Bid</b> <b>DETERMINATION FOR BIDDER'S RESPONSIVENESS</b>	<b>Issuance Date:</b> 8/5/2025																		
<b>Name of Procurement:</b> Purchase and Delivery of Sport Utility Vehicles			<b>Submission Deadline:</b> 10/10/2025 10:00 AM																		
			<b>No. of Packages Issued:</b> 9	<b>No. of Bids Received:</b> 3																	
#	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	Triple J Enterprises, Inc.	10/10/2025 9:37am	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	15% of total Bid	<input checked="" type="checkbox"/> Bid Schedule Attached
2	Monster Auto Corp dba Guam Auto Spot	10/10/2025 9:41 am	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$17,800.00	<input checked="" type="checkbox"/> Bid Schedule Attached
3	Care Plus LLC	10/10/2025 9:45am	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	15% of total Bid	<input checked="" 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 bidders have been entered hereon.  <b>JENIELLE MENO</b> BUYER SUPERVISOR I DATE 10/10/25			<b>LEGEND - REQUIRED FORMS/DOCUMENTS</b> (A) Special Reminder to Propsective Bidders (B) Acknowledgement of Receipt Form for receipt of IFB (C) Acknowledgement of Receipt Form for all issued Addenda for this IFB (A-G) (D) Affidavi: Disclosing Ownership, Influence, Commissions and Conflicts of Interest (E) Affidavit Regarding Non-Collusion (F) Affidavit Regarding No Gratuities or Kickbacks (G) Affidavi: Regarding Contingent Fees (H) Affidavi: Regarding Ethical Standards (I) Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination (J) Title VI Solicitation Notice (K) Local Procurement Preference Application (L) Service-Disabled Veteran Owned Business Application (M) Women-Owned Business Application (N) Confidential Data Designation Request Form (O) Designation of Subcontractors (P) Bidder's Qualification Statement (Q) Bidder's Financial Statement																		
Attested By:  <b>HA'ANE ADA</b> BUYER II DATE 10/10/25																					

<b>Invitation for Bid No.:</b> GIAA-004-FY25				 Antonio B. Won Pat International Airport Authority, Guam Abstract for Invitation for Bid BID FORM / BID AMOUNT					
<b>Name of Procurement:</b> Purchase and Delivery of Sport Utility Vehicles				Bidder					
Item No.	Description	Qty	Unit	Triple J	monster corp.	Cars <sup>3</sup> Plus LLC	4	5	6
				Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	Mid-Size Sports Utility Vehicle (SUV) 4x2 with Law Enforcement Uplift	1	Each	\$74,900.00	\$63,033.00	\$92,159.00			
2	Mid-Size Sports Utility Vehicle (SUV) 4x2	1	Each	\$59,900.00	\$54,545.00	\$62,331.00			


 \_\_\_\_\_ 10/10/25 DATE  
**JENIELLE MENO**  
 BUYER SUPERVISOR I

Attested By:  

 \_\_\_\_\_ 10/10/25 DATE  
**HA'ANE ADA**  
 BUYER II

Bidder Name: Triple J.  
 Bid Item No. 1: 2025 Ford Explorer SUV  
 Bid Item No. 2: 2025 Ford Explorer SUV

Bidder Name: Monster Auto Corp. dba Guam Auto Spot  
 Bid Item No. 1: 2025 GMC Acadia SLE  
 Bid Item No. 2: 2025 GMC Acadia SLE

Bidder Name: Cars Plus LLC.  
 Bid Item No. 1: 2026 Dodge Durango K-9 unit  
 Bid Item No. 2: 2026 Dodge Durango



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Western-Pacific  
Region  
Guam

Honolulu Airports  
District Office:  
300 Ala Moana Blvd,  
Rm 7-128  
Honolulu, HI 96850-  
7128

September 18, 2025

Mr. John Quinata  
Executive Manager  
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY  
P.O. Box 8770  
Tamuning, Guam 96931

Dear Mr. Quinata:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-66-0001-131-2025 at Guam International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 19, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Ryan Castillo, (808) 312-6036, ryan.d.castillo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Carlos H. Salas

Carlos H. Salas (09/18/2025 19:32:47 HST)

Carlos H. Salas  
Acting Manager – Honolulu ADO



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2025 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date	September 18, 2025
Airport/Planning Area	A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Airport Infrastructure Grant Number	3-66-0001-131-2025
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 May 5, 2025, for a grant of Federal funds for a project at or associated with the Guam International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Guam International Airport (herein called the "Project") consisting of the following:

**Cargo Apron-Design, Phase 2**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**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 \$1,215,000.

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

\$1,215,000 for 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) except as noted in 49 U.S.C § 47142(b).

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 except as noted in 49 U.S.C § 47142(b).
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

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
  - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
  - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
  - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
  - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
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, 49

U.S.C. Chapters 471 and 475, 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 **September 19, 2025** 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 **September 19, 2025** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. 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.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
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 invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP 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 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. **Environmental Standards.** 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 America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 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 49 U.S.C. § 47110, 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.**

**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 \$1,000,000 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 System for Award Management (SAM.gov) exclusions 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.**

1. *Posting of contact information.*
  - a. 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.
2. *Provisions applicable to a recipient that is a private entity.*
  - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward; or
    - iv. Acts that directly support or advance trafficking in persons, including the following acts:
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
        1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
        2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
      - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
      - d) Charging recruited employees a placement or recruitment fee; or
      - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

- a) Associated with the performance under this Grant; or
  - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provisions applicable to a recipient other than a private entity.*
  - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
      - a) Associated with the performance under this Grant; or
      - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
  - a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
  - b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
  - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
  - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- 5. *Definitions. For purposes of this Grant award, term:*
  - a. "Employee" means either:
    - i. An individual employed by the recipient 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 the recipient 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 requirements.
  - b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
  - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP 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 April 9, 2025 is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
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 [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program 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 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, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. 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.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.
30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
  - b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
32. **National Airspace System Requirements**
- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including

waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

- 33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
- 34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

#### SPECIAL CONDITIONS

- 35. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- 36. **Utility Relocation in Project.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and
  - c. The utilities exclusively serve the Airport.
37. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
    - 2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - i. Inspection date;
      - ii. Location;
      - iii. Distress types; and
      - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**38. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  4. Qualifications of engineering supervision and construction inspection personnel;
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

**39. Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more

substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

40. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
41. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
  - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
  - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
42. **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.
43. **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.
44. **Preliminary Scope of Work.** This Grant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Grant, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in this Grant or in the Project Application is in respect to the final scope of work.
45. **Fueling System - Use and Operation Requirements.** This project includes the installation of a new aviation fueling system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, specifically Grant Assurances 24 and 25, codified at 49 U.S.C. § 47107(a)(13) and §§ 47107(b) and 47133, respectively, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended). The fueling system established under this Grant, will be operated solely by the Sponsor and/or the Sponsor's employees, will not be included in any third-party exclusive use lease, and will not be used in any way that would result in the granting of an exclusive right. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year grant expected life, including meeting all local, state, and Federal regulations related to the fueling system.

46. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
47. **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.
48. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.
49. **Approval of Competition Plan Required for Grant Payments.** The Sponsor understands and agrees that it will not submit payment reimbursement requests for this grant until the FAA has approved the Sponsor's Competition Plan to ensure it meets statutory requirements of 49 U.S.C. § 47106(f). The Sponsor recognizes that this does not constitute the FAA withholding payment or a waiver of the FAA opening a Notice of Investigation. The FAA's review of the submitted Sponsor's Competition Plan could take a minimum of 90 days from the date of submission.

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.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Carlos H. Salas*

Carlos H. Salas (09/18/2025 19:32:47 HST)

*(Signature)*

Carlos H. Salas

*(Typed Name)*

Acting Manager - Honolulu ADO

*(Title of FAA Official)*

<sup>1</sup> 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.

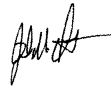
I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated September 19, 2025

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**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)*

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<sup>2</sup> 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, PHILLIP TORRES, 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; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); 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.<sup>3</sup>

Dated at September 19, 2025

By:   
\_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>3</sup> 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**

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#### **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 Title 49, U.S.C., subtitle VII, 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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.) (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.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4, 5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- 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.<sup>1</sup>
- 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)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

### **SPECIFIC ASSURANCES**

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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 49 U.S.C. § 47107(a)(16) and (x), 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 Sec. 136 of Public Law 112-95 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-Management.**

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 pilots 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.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **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. The airport owner or operator will maintain a current 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.
  
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
  
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  - 2. complies with the portions of the plan approved by the Secretary.
  
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex 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 Airport Authority**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 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, all businesses 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 , 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, 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;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- 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., 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 an Airport Improvement Program 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/sites/faa.gov/files/aip-pfc-checklist\\_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of **May 5, 2025**.

**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, or 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.

**40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Western-Pacific  
Region  
Guam

Honolulu Airports  
District Office:  
300 Ala Moana Blvd,  
Rm 7-128  
Honolulu, HI 96850-  
7128

September 18, 2025

Mr. John Quinata  
Executive Manager  
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY  
P.O. Box 8770  
Tamuning, Guam 96931

Dear Mr. Quinata:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-66-0001-132-2025 at Guam International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. The authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 19, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Rachel Look at (808) 312-6035, Rachel.K.Look@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Carlos H. Salas

Carlos H. Salas (09/18/2025 19:41:54 HST)

Carlos H. Salas  
Acting Manager – Honolulu ADO



U.S. Department of Transportation  
Federal Aviation Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2025 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date      September 18, 2025

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Airport/Planning Area            Guam International Airport

---

Airport Infrastructure Grant Number      3-66-0001-132-2025

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Unique Entity Identifier          CBDXKNH7L5H9

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TO:      Guam 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 July 31, 2025, for a grant of Federal funds for a project at or associated with the Guam International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Guam International Airport (herein called the "Project") consisting of the following:

**TSA Security Screening Checkpoint Area Expansion- Design Phase 1**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**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 \$975,000.

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

**\$975,000 for 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) except as noted in 49 U.S.C § 47142(b).

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 except as noted in 49 U.S.C § 47142(b).

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

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
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, 49 U.S.C. Chapters 471 and 475, 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 **September 19, 2025** 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 **September 19, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. 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.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
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 AIP 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 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. **Environmental Standards.** 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 America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 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 49 U.S.C. § 47110, 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.**

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 \$1,000,000 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 System for Award Management (SAM.gov) exclusions 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.**

1. *Posting of contact information.*
  - a. 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.
2. *Provisions applicable to a recipient that is a private entity.*
  - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward; or
    - iv. Acts that directly support or advance trafficking in persons, including the following acts:
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
        1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
        2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
      - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
      - d) Charging recruited employees a placement or recruitment fee; or
      - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

- a) Associated with the performance under this Grant; or
- b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
  - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
  - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
    - a) Associated with the performance under this Grant; or
    - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
  - i. An individual employed by the recipient 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 the recipient 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 requirements.
- b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
  - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP 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 1, 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.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
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 [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program 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 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, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. 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.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.
30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
  - b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
32. **National Airspace System Requirements**
- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including

waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
    - (1) additional conditions on the award;
    - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
    - (3) any other remedy legally available.
  - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
  - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

### SPECIAL CONDITIONS

35. **Security Cameras and/or CCTVs.** The Sponsor hereby certifies it has requested Transportation Security Administration (TSA) funding for security cameras and/or Closed-Circuit Televisions (CCTVs) outside the scope of the airport's 49 CFR Part 1542 plan but TSA denied the request in writing on **[N/A]**. The Sponsor further certifies cameras and/or CCTVs acquired and installed under this Grant will be for the sole use of the airport Sponsor and its personnel for airport purposes. Equipment purchased and installed under this Grant may not be operated by TSA, airlines, or other Federal, State, or municipal agencies except those included in a mutual aid agreement that provides active surveillance and incident response.

36. **Mothers' Rooms**. As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
37. **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.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Carlos H. Salas*

Carlos H. Salas (09/18/2025 19:41:54 HST)

*(Signature)*

Carlos H. Salas

*(Typed Name)*

Acting Manager - Honolulu ADO

*(Title of FAA Official)*

<sup>1</sup> 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.

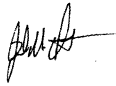
I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated September 19, 2025

\_\_\_\_\_

**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)*

<sup>2</sup> 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, PHILLIP TORRES, 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; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); 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.<sup>3</sup>

Dated at September 19, 2025

By:   
\_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>3</sup> 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**

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#### **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 Title 49, U.S.C., subtitle VII, 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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.) (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.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4,5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- 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.<sup>1</sup>
- 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)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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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 49 U.S.C. § 47107(a)(16) and (x), 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 Sec. 136 of Public Law 112-95 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-Management.**

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 pilots 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.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **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. The airport owner or operator will maintain a current 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.
  
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
  
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  2. complies with the portions of the plan approved by the Secretary.
  
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex 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 Airport Authority),** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 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, all businesses 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 , 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, 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;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- 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., 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 an Airport Improvement Program 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/sites/faa.gov/files/aip-pfc-checklist\\_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of July 28, 2025.

**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, or 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.

**40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Western-Pacific  
Region  
Guam

Honolulu Airports  
District Office:  
300 Ala Moana Blvd,  
Rm 7-128  
Honolulu, HI 96850-  
7128

September 17, 2025

Mr. John Quinata  
Executive Manager  
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY  
P.O. Box 8770  
Tamuning, Guam 96931

Dear Mr. Quinata:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-66-0001-133-2025 at Guam International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 19, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Ryan Castillo, (808) 312-6036, ryan.d.castillo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Carlos H. Salas

Carlos H. Salas (09/17/2025 23:05:24 HST)

Carlos H. Salas  
Acting Manager, Honolulu ADO



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2025 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date	September 17, 2025
<hr/>	
Airport/Planning Area	A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
<hr/>	
Airport Infrastructure Grant Number	3-66-0001-133-2025
<hr/>	
Unique Entity Identifier	CBDXKNH7L5H9
<hr/>	

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 July 31, 2025, for a grant of Federal funds for a project at or associated with the Guam International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Guam International Airport (herein called the "Project") consisting of the following:

**Reconstruct Airport Lighting Vault Equipment- Design Phase 1 of 2**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**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 \$800,000.

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

**\$800,000 for 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) except as noted in 49 U.S.C § 47142(b).

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 except as noted in 49 U.S.C § 47142(b).

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

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
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, 49 U.S.C. Chapters 471 and 475, 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 **September 19, 2025** 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 **September 19, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. 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.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
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 AIP 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 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. **Environmental Standards.** 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 America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 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 49 U.S.C. § 47110, 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.**

**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 \$1,000,000 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 System for Award Management (SAM.gov) exclusions 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.**

1. *Posting of contact information.*
- a. 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.
2. *Provisions applicable to a recipient that is a private entity.*
- a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward; or
    - iv. Acts that directly support or advance trafficking in persons, including the following acts:
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
        - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
        - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
      - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
      - d) Charging recruited employees a placement or recruitment fee; or
      - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

- a) Associated with the performance under this Grant; or
- b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
  - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
  - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
    - a) Associated with the performance under this Grant; or
    - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
  - i. An individual employed by the recipient 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 the recipient 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 requirements.
- b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
  - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP 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 01, 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.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
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 [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program 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 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, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. 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.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.
30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
  - b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
32. **National Airspace System Requirements**
- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including

waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
- (1) additional conditions on the award;
  - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

#### SPECIAL CONDITIONS

35. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
36. **Utilities Proration.** For purposes of computing the United States' share of the allowable project costs, the allowable cost of the [N/A] included in the project must not exceed [N/A] percent.
37. **Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the [N/A] included in the project must not exceed [N/A] percent of the actual cost of the entire building.

38. **Mothers' Rooms**. As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
39. **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.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Carlos H. Salas*  
Carlos H. Salas (09/17/2025 23:05:24 HST)

*(Signature)*

Carlos H. Salas

*(Typed Name)*

Acting Manager - Honolulu ADO

*(Title of FAA Official)*

<sup>1</sup> 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.

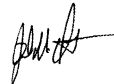
**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures 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.<sup>2</sup>

Dated September 19, 2025

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)*

<sup>2</sup> 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, PHILLIP TORRES, 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; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); 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.<sup>3</sup>

Dated at September 19, 2025

By:   
\_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>3</sup> 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**

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#### **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 Title 49, U.S.C., subtitle VII, 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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.) (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.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4, 5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- 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.<sup>1</sup>
- 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)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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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 49 U.S.C. § 47107(a)(16) and (x), 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 Sec. 136 of Public Law 112-95 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-Management.**

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 pilots 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.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **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. The airport owner or operator will maintain a current 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.
  
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
  
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  - 2. complies with the portions of the plan approved by the Secretary.
  
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex 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 Airport Authority),** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 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, all businesses 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 , 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, 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;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- 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., 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 an Airport Improvement Program 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/sites/faa.gov/files/aip-pfc-checklist\\_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of **July 28, 2025**.

**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, or 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.

**40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



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Rm 7-128  
Honolulu, HI 96850-  
7128

September 18, 2025

Mr. John Quinata  
Executive Manager  
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY  
P.O. Box 8770  
Tamuning, Guam 96931

Dear Mr. Quinata:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-66-0001-134-2025 at Guam International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. The authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 19, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Ryan Castillo, (808) 312-6036, ryan.d.castillo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Carlos H. Salas

Carlos H. Salas (09/18/2025 19:26:54 HST)

Carlos H. Salas  
Acting Manager – Honolulu ADO



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2025 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date	September 18, 2025
Airport/Planning Area	Guam International Airport
Airport Infrastructure Grant Number	3-66-0001-134-2025
Unique Entity Identifier	CBDXKNH7L5H9

TO: Guam 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 June 27, 2025, for a grant of Federal funds for a project at or associated with the Guam International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Guam International Airport (herein called the "Project") consisting of the following:

**VALE Infrastructure**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**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 **\$7,461,000.**

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

**\$7,461,000 for 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) except as noted in 49 U.S.C § 47142(b).

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 except as noted in 49 U.S.C § 47142(b).

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

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs**. In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
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, 49 U.S.C. Chapters 471 and 475, 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 on **September 19, 2025** 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 **September 19, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. 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.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
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 AIP 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 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. **Environmental Standards.** 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 America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 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 49 U.S.C. § 47110, 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.**

**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 \$1,000,000 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 System for Award Management (SAM.gov) exclusions 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.**

1. *Posting of contact information.*
  - a. 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.
2. *Provisions applicable to a recipient that is a private entity.*
  - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward;
    - iv. Acts that directly support or advance trafficking in persons, including the following acts:
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
        1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
        2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
      - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
      - d) Charging recruited employees a placement or recruitment fee; or
      - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
  - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
  - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

- a) Associated with the performance under this Grant; or
  - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. *Provisions applicable to a recipient other than a private entity.*
- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
      - a) Associated with the performance under this Grant; or
      - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
  - b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
  - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
  - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions. For purposes of this Grant award, term:*
- a. "Employee" means either:
    - i. An individual employed by the recipient 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 the recipient 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 requirements.
  - b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
  - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP 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 April 09, 2025, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
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 [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program 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 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, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. 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.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.
30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
  - b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
32. **National Airspace System Requirements**
- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including

waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
    - (1) additional conditions on the award;
    - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
    - (3) any other remedy legally available.
  - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
  - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

### SPECIAL CONDITIONS

35. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment included in this Grant:
- a. Will be maintained and used at the airport for which they were purchased;
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA; and
  - c. Will be replaced, at the Sponsor’s own cost, if disabled or seriously damaged during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the remaining portion of the useful life of the damaged vehicle or equipment, or life of Airport Emissions Reduction Credits (AERC) (if earned), whichever is longer.

- d. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
36. **Recharging Systems Under Voluntary Airport Low Emissions (VALE) - Use and Operation Requirements.** The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the Federal share of the recharging project if the Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
37. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
38. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
39. **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.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Carlos H. Salas*

Carlos H. Salas (09/18/2025 19:26:54 HST)

*(Signature)*

Carlos H. Salas

*(Typed Name)*

Acting Manager - Honolulu ADO

*(Title of FAA Official)*

<sup>1</sup> 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.<sup>2</sup>

Dated September 19, 2025

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)*

<sup>2</sup> 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, PHILLIP TORRES, 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; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); 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.<sup>3</sup>

Dated at September 19, 2025

By:



(Signature of Sponsor's Attorney)

<sup>3</sup> 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**

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#### **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 Title 49, U.S.C., subtitle VII, 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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.) (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.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4, 5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- 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.<sup>1</sup>
- 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)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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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 49 U.S.C. § 47107(a)(16) and (x), 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 Sec. 136 of Public Law 112-95 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-Management.**

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 pilots 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.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## 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. The airport owner or operator will maintain a current 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.
  
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
  
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  2. complies with the portions of the plan approved by the Secretary.
  
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex 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 Airport Authority**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 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, all businesses 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 , 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, 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;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- 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., 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 an Airport Improvement Program 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/sites/faa.gov/files/aip-pfc-checklist\\_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of June 27, 2025.

**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, or 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.

**40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



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

**EXECUTIVE SUMMARY**

**Draft Policies and Procedures for the Solicitation, Selection, and Award  
of Concession Agreements for Public Comment authorized by Public Law 38-21**

**November 13, 2025**

**Purpose**

To give notice, advise, and present to the GIAA Board the draft policies and procedures for the competitive solicitation, selection, and award of concession agreements (“Concession Policies”) pursuant to § 1203.1(a)(1) of Article 2, Chapter 1, Title 12 of the Guam Code Annotated, which was authorized pursuant to Public Law 38-21 and in accordance with Executive Order No. 2025-05.

**Background**

Public Law 38-21 provides authority to the A. B. Won Pat International Airport Authority, Guam (GIAA) to adopt policies and procedures for the solicitation, selection, and award of agreements between the GIAA and any other party for the use of airport facilities and properties for airport purposes and/or visitor-related activities.

Specifically, relative to concession agreements, Public Law 38-21 provides that such agreements shall be authorized for a term of up to fifteen (15) years and shall be subject to policies and procedures for the competitive solicitation, selection, and award of concession agreements adopted from time to time by the GIAA’s Board of Directors. The requirements of said policies and procedures and any amendments thereto are that they are based on industry standards, are competitive in nature, and consider the inclusion of small businesses in its adoption. Additionally, said policies and procedures shall not in any way authorize or permit gambling of any kind as defined in 9 GCA Chapter 64.

Subsequent to the passage of Public Law 38-21, the Governor signed and promulgated Executive Order No. 2025-05 on August 1, 2025, relative to establishing requirements for adoption of policies and procedures for airport concessions. GIAA’s policies as drafted are aligned with this Executive Order to the extent they are required or applicable.

**Overview: Concession Policies Adoption Process**

Pursuant to Public Law 38-21 and Executive Order No. 2025-05, prior to the adoption or any amendment of Concession Policies by the GIAA Board of Directors, the GIAA shall:

1. Prepare a fiscal assessment, which shall be posted with a copy of said policies and procedures on its website;
2. Allow for no less than thirty (30) calendar days for public comment;
3. Hold a public hearing noticed pursuant to 5 GCA § 8107 (Open Government Law) and held no sooner than thirty (30) calendar days after posting of the fiscal assessment and policies and procedures;
4. Be subject to applicable federal laws and regulations;
5. Be subject to the GIAA's bond covenants; and
6. Become effective upon approval and signature of the Governor of Guam

### **Summary: Concession Policies**

The draft Concession Policies is recommended to be added to the Guam Administrative Rules and Regulations (GAR) under Title 4 (Commerce), Chapter 7B (Guam Airport Authority).

In the drafting of the Concession Policies, the GIAA closely modelled the Guam Procurement Law (5 GCA Chapter 5) and Regulations (2 GAR Division 4) to the extent applicable considering Guam Procurement Law and Regulations govern the purchase of goods, services, and construction whereas the draft Concession Policies are aimed at competitively soliciting for revenue-generating contracts. The modelling of the draft Concession Policies after Guam Procurement Law and Regulations ensures the standards of consistency, efficiency, competition, and fairness are upheld to ensure the best outcome and interests of the GIAA are maintained.

The draft Concession Policies are divided into six (6) Articles to include:

1. General Provisions
2. Compliance with Federal Requirements
3. Solicitation Method and Contract Formation
4. Legal and Contractual Remedies
5. Appeals to the Appeal Panel
6. Ethics in Public Contracting

**Article 1: General Provisions** includes the Purpose, Policy, Objectives, Planned Solicitation, Requirement of Good Faith, and Definitions of the draft Concession Policies.

**Article 2: Compliance with Federal Requirements** requires that all solicitations comply with all federal laws and regulations that are applicable to the GIAA.

**Article 3: Solicitation Method and Contract Formation** provides for the extensive provisions relative to the industry standard<sup>a</sup> competitive method of solicitation – the Request for Proposals (“RFP”) – of which the objective in awarding such concession agreement(s) is to obtain high

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<sup>a</sup> Pursuant to Chapter 10, Section 10.2 of Airport Cooperative Research Program (ACRP) Report 54, the “RFP is the standard practice for selecting concessionaires at airports worldwide” p. 158.

quality services that provide and optimize non-airline revenue to GIAA and provide optimal customer service, value and experience to the traveling public. The RFP process allows the GIAA to evaluate proposals based on a variety of non-quantitative factors, including quality of customer service, management team, concepts, concession design, company experience, capital investments, training, and other relevant criteria. The RFP process also encourages creative and unique elements to optimize non-airline revenue and enhance customer experience.

As previously mentioned, the draft Concession Policies are modelled after Guam Procurement Law and Regulations therefore provisions such as public notice, determination of content of the RFP including the evaluation process, receipt and handling of proposals and the requests of nondisclosure of data, selection of the best qualified proposal(s), negotiation process, notice of award, cancellation process if needed, standards of responsibility, provision of details of the concession contract, the reporting of anticompetitive practices, and the maintenance of the solicitation record were utilized to the extent applicable.

**Article 4: Legal and Contractual Remedies** provides for provisions relative to protests of a solicitation or award, debarment or suspension, contract and breach of contract controversies, determination that a solicitation or an award violates law due to actions by different Persons, violations of law found prior to award, and ratification, termination, or cancellation of a concession agreement to comply with the law. Again, because the draft Concession Policies were modelled after Guam Procurement Laws and Regulations, the language and sections of Article 4 were utilized to the extent applicable.

**Article 5: Appeals to the Appeal Panel** involves a similar protest appeals process found in Guam Procurement Law and Regulations to the extent applicable. However, a three-person Appeal Panel, designated by the Governor shall be established to administratively consider appeals from decisions of the Executive Manager (as opposed to appeals to the OPA). GIAA will enter into an MOU with the Governor to constitute such panel, which shall include the Director of Department of Administration, Chief Procurement Officer of GSA and the GSA Procurement Counsel. The appeals process further includes appointment of hearing officer, jurisdiction; exhaustion of remedies, the form and filing of appeal, agency report, the making of information on appeals available, *ex parte* communications with the hearing officer, hearing procedures, decisions of the hearing officer, finality of decisions, appeal to appeal panel relative to method, solicitation and award, appeals on debarment and suspension and review of award pending protest or appeal.

**Article 6: Ethics in Public Contracting** prescribes the standards of conduct for government employees in general and establishes specific standards of conduct for non-government employees with regards to solicitations. This includes general ethical standards for non-government employees, standards related to government employee conflicts of interest, ethical standards related to gratuities and kickbacks and contingent fees, employment prohibitions and restrictions relative to present and former government employees, use of confidential information, civil and administrative remedies against non-employees who breach ethical standards, and ethics enforcement.

### **Fiscal Assessment**

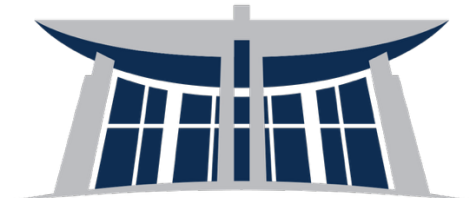
As previously indicated, statute requires that the GIAA prepare a fiscal assessment which shall be posted with a copy of the Concession Policies on its website, allow for no less than thirty (30) calendar days for public comment, and to hold a public hearing noticed pursuant to 5 GCA § 8107 (Open Government Law).

The Fiscal Assessment shall directly address, at a minimum, the purpose and need for, the financial impact upon those persons or entities directly affected by, and the potential benefits expected to the GIAA by the proposed Concession Policies. Concessions include, but are not limited to retail, specialty retail, food and beverage, advertising, currency exchange, car rentals, and parking.

A notice for public comment on the proposed Concession Policies and the required Fiscal Assessment was published in the newspaper on Friday, November 7, 2025, and available for viewing or download at [www.guamairport.com](http://www.guamairport.com). GIAA will convene a public hearing no less than thirty (30) calendar days from said posting which falls sometime after December 8, 2025.

**DRAFT**  
**Proposed Policies and Procedures for the Competitive Solicitation,  
Selection & Award of Concession Agreements  
at the**

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



ATURIDAT PUETTON BATKON AIREN  
GUAHAN ENTENASIONAT

November 7, 2025

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**NOTE:** These Concession Policies and Procedures are authorized by 12 GCA § 1203.1.

- § 1101. Purpose.
- § 1102. Policy.
- § 1103. Objectives.
- § 1104. Planned Solicitation.
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- § 1106. Definitions.
- § 1107. Savings Clause.

**§ 1101. Purpose.** The Government of Guam, through the Antonio B. Won Pat International Airport Authority, Guam (“GIAA” or “Authority”), owns and operates the Antonio B. Won Pat International Airport, Guam. These Concession Policies and Procedures (sometimes referred to herein as “Policies and Procedures”) do not and shall not constitute a part of any Concession Agreement. The purpose of these Concession Policies and Procedures is to provide standard policies and procedures governing the solicitation, selection, award and operation of non-airline Concessions on Airport Property, as required by the mandates of 12 GCA § 1203.1, as may be amended from time to time, and in conformity with industry practices and procedures.

**§ 1102. Policy.** It is the policy of GIAA to promote efficiency and achieve the needs and best interests of GIAA in the award of Concession Agreements by:

- (a) continuously developing sound policies and practices to achieve GIAA’s self-sustaining mandate;
- (b) providing for increased public confidence in the procedures followed in the award of Concession Agreements;
- (c) exercising fair and equitable treatment of all persons who compete for Concession Agreements and Concessionaires;
- (d) fostering effective broad-based competition within the free enterprise system; and
- (e) providing safeguards for the maintenance of a solicitation procedures of quality and integrity.

**§ 1103. Objectives.** The primary objectives of GIAA in entering into Concession Agreements, is to:

- (a) Maximize revenue generation to GIAA without creating an undue financial burden on those contracting with GIAA.
- (b) Minimize the costs and expenses incurred by GIAA in operating and maintaining the Airport.
- (c) Maintain a fee and rental structure that will make GIAA as self-sustaining as possible.
- (d) Provide the highest quality and broadest range of services to Airport users.
- (e) Enhance the growth and development of the Airport as a regional aviation center.

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- (f) Preserve investments in the Airport and the level of service provided by GIAA and its Concessionaires.
- (g) Facilitate orderly development of the Airport.
- (h) Ensure provisions of consistent quality of services provided at the Airport.
- (i) Ensure compliance with applicable laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application and acceptance of federal funds.
- (j) Enable conformity with the approved Airport Master Plan.
- (k) Make the Airport available for public use on reasonable terms without undue discrimination.

**§ 1104. Planned Solicitation.** All Solicitations for Concession Agreements shall, where possible, be made sufficiently in advance of need for performance to promote maximum competition and good management of resources. Publication of Requests for Proposals shall not be manipulated so as to place potential Proposers at an unnecessary competitive disadvantage. The Executive Manager shall make a written determination of need for the Concession prior to initiating a Solicitation.

**§ 1105. Requirement of Good Faith.** These Concession Policies and Procedures require all parties involved in the negotiation, performance, or administration of Concession Agreements to act in good faith.

**§ 1106. Definitions.** Terms used in these Concession Policies and Procedures have the following meaning ascribed to them unless the context in which they are used requires a different meaning, or unless a different definition is prescribed for a particular chapter in these Policies and Procedures.

- (a) *Air Transportation* shall mean the carriage for hire of persons, baggage, property, cargo, and mail by aircraft.
- (b) *Airport* shall mean the Antonio B. Won Pat International Airport.
- (c) *Airport Layout Plan* or *ALP* shall mean a plan that shows boundaries and proposed additions to all areas owned or controlled by GIAA for airport purposes, approved by the FAA and made a part hereof, as the same may be amended from time to time.
- (d) *Airport Property* shall mean all real property of GIAA as shown in the Airport Layout Plan.
- (e) *Award* shall mean the execution of the Concession Agreement(s) with one or more Proposers determined in writing by the Executive Manager to be best qualified based on evaluation factors set forth in the RFP. and.
- (f) *Blind Trust* shall mean an independently managed trust in which the Government Employee beneficiary has no management rights and in which the Government Employee beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.
- (g) *Board of Directors* shall mean the duly appointed Board of Directors of GIAA acting

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collectively in the manner prescribed by law.

- (h) *Confidential Information* shall mean any information which is available to a GIAA employee only because of the employee's status as an employee of GIAA and is not a matter of public knowledge or available to the public on request.
- (i) *Conspicuously* shall mean written in such special or distinctive format, print or manner that a reasonable person against whom it is to operate ought to have noticed it.
- (j) *Contract Modification* shall mean any written alteration, modification, amendment, or restatement of any provisions of a Concession Agreement accomplished by mutual action of the parties to the contract.
- (k) *Concession(s) and Concession Privileges* shall mean the right given to a Person by GIAA to use a specific portion of Airport Property for the purpose of selling certain goods or providing certain services to users of the Airport to generate revenues, other than operating an Air Transportation business.
- (l) *Concession Agreement* shall mean the written contract between GIAA and a Concessionaire specifying the terms and conditions under which a Concessionaire may use, occupy, and access certain Airport Property and manage and operate a Concession.
- (m) *Concession Fee* in the context of an RFP shall mean the fees and/or rent proposed by a Proposer, and in the context of a Concession Agreement shall mean the fees and/or rent paid by a Concessionaire. In all cases the Concession Fee is in consideration for the Concession Privileges granted by GIAA. Concession Fee includes, but is not limited to, minimum annual guaranteed (MAG) rent and/or percentage rent.
- (n) *Concessionaire* shall mean the operator and/or manager of a Concession, or its permitted successors or assigns.
- (o) *Data* shall mean recorded information, regardless of form or characteristic.
- (p) *Designee* shall mean a duly authorized representative of a person holding a superior position.
- (q) *Direct or Indirect Participation* shall mean involvement through decision, approval, disapproval, recommendation, preparation of any part of a Solicitation, influencing the content of any terms or conditions of a Solicitation or Concession Agreement, rendering of advice, investigation, auditing or in any other advisory capacity.
- (r) *Discussions*, as used in the Solicitation process, means an exchange of information during which GIAA may seek to determine in greater detail a Proposer's qualifications and explore with the Proposer the scope and nature of a concession opportunity, the proposer's method of management and operation of the concession and the relative utility of alternative methods of approach.. Discussions may be conducted in connection with Request for Proposals.
- (s) *Executive Manager* shall mean the duly appointed Executive Manager of GIAA or his designee.
- (t) *FAA* shall mean the Federal Aviation Administration, U.S. Department of Transportation, or any federal agencies succeeding to its jurisdiction.
- (u) *FAR* shall mean the Federal Aviation Regulations as published by the FAA.

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- (v) *Financial Interest* shall mean:
- (1) ownership of any interest or involvement in any relationship from which, or as a result of which, a Person within the past year has received, or is presently or in the future entitled to receive, more than Two Thousand Five Hundred Dollars (\$2,500) per year, or its equivalent;
  - (2) ownership or an interest in any property or any business; or
  - (3) a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- (w) *GAR* shall mean the Guam Administrative Rules and Regulations, as may be amended from time to time.
- (x) *GIAA* shall mean the Antonio B. Won Pat International Airport Authority, Guam, a public corporation and autonomous instrumentality of the Government of Guam.
- (y) *Government Employee* means:
- (1) Any person elected to public office;
  - (2) a non-elected person, whether appointed or selected through a personnel selection procedure, receiving a salary, wages, or other compensation from the government of Guam; a non-compensated or minimally compensated individual who is performing personal services for the government of Guam.
- The term *Government Employee* does not include a Person who, as an independent contractor, performs professional, scientific, technical, or advisory service for a government of Guam agency and who receives a fee, honorarium, or similar consideration for the services performed.
- (z) *Gratuity* shall mean a payment, loan, subscription, advance, deposit of money, services, or anything of more than Nominal Value, present or promised, unless consideration of substantially equal or greater value is received. Gratuity may include any tangible and intangible benefit in the nature of gifts, favors, entertainment, discounts, passes, transportation, accommodation, hospitality, or offers of employment more than Nominal Value.
- (aa) *Immediate Family* shall mean spouse, fiancé, children, parents, brothers and sisters, grandparents and grandchildren, mothers-in-law and fathers-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Stepsiblings, stepchildren and stepparents shall also be regarded as immediate family.
- (bb) *Interested Party* means an actual or prospective Proposer or Concessionaire that may be aggrieved by a Solicitation or award of a Concession Agreement and who files a protest.
- (cc) *Main Terminal Building* shall mean that portion of Airport Property identified as such in the ALP.
- (dd) *May* denotes the permissive.
- (ee) *Nominal Value* means actual worth or actual cost, whichever is greater, which does not exceed \$25 individually or cumulatively.
- (ff) *Official Responsibility* shall mean direct administrative or operating authority, whether intermediate or final, either exercisable alone or with others, either personally or through

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- subordinates, to approve, disapprove, or otherwise direct government action.
- (gg) *Person* shall mean an individual, corporation, limited liability company, partnership sole proprietorship, joint venture, union, committee, club, other organization or group of individuals acting as an entity. Person includes a trustee, receiver, assignee or similar representative.
  - (hh) *Proposer* means a Person who has actually submitted a proposal in response to a RFP, unless the context indicates otherwise.
  - (ii) *Protestor* means an Interested Party who files a protest under Article 4 of these Policies and Procedures.
  - (jj) *Prospective proposer* shall mean a Person who will actually submit a proposal in response to a RFP.
  - (kk) *Request for Proposals* or *RFP* shall mean all documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.
  - (ll) *Responsible Proposer* shall mean a Person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
  - (mm) *Shall* denotes the imperative.
  - (nn) *Signatory Airline* shall mean a certificated air carrier providing Air Transportation to and from the Airport that have executed substantially similar agreements with GIAA covering the use and occupancy of facilities at the Airport.
  - (oo) *Solicitation* means a Request for Proposals issued by GIAA for the purpose of soliciting competitive proposals for a Concession opportunity on Airport Property.

**§ 1107. Savings Clause.** If any provision, section or subsection of these Policies and Procedures, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void, or unenforceable, the remainder of such provision, section or subsection shall not be thereby affected and shall be given full effect, without regard to the invalid portion.

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**§ 2101. Compliance with Federal Requirements.** All Solicitations shall comply with all federal law and regulations that are applicable to GIAA, and to the extent that such federal laws or regulations conflict with these Concession Regulations, the mandates of such federal laws or regulations shall prevail.

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- § 3102. Unsolicited Offers.
- § 3103. Assignment, Novation or Change of Name.
- § 3104. Methods of Solicitation.
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- § 3109. Concession Agreements.
- § 3110. Multiple Awards.
- § 3111. Audits and Records.
- § 3112. Finality of Determinations.
- § 3113. Reporting of Anticompetitive Practices.
- § 3114. Solicitation Record.

**§ 3101. General Provisions.**

- (a) **Extension of Time for Proposal Acceptance.** After opening proposals, the Executive Manager may request Proposers to extend the time during which GIAA may accept their proposals. The reasons for requesting such extension shall be documented in the solicitation record.
- (b) **Only One Tender or Proposal Received.** If only one proposal is received in response to a Request for Proposals, the Executive Manager may, as the Executive Manager deems appropriate, either make an award in accordance with the procedures set forth in § 3106 (Request for Proposals) of this Article or, if time permits, resolicit.
- (c) **Multiple Or Alternate Proposals.** Unless multiple or alternate proposals are specifically provided for, the Solicitation shall state that such proposals shall not be accepted. When prohibited, multiple or alternate proposals shall be rejected. The provisions of this Section shall be set forth in the Solicitation, and if multiple or alternate proposals are allowed, it shall specify their treatment.
- (d) **Proposal Security and Faithful Performance Guaranty.** Proposal security and a faithful performance guaranty shall be required in such form and amounts as the Executive Manager deems advisable to protect the interests of GIAA. Any such requirements must be set forth in the Solicitation. Proposal security and the faithful performance guaranty should not be used as a substitute for a determination of Proposer responsibility.
  - (1) **Proposal Security.** A proposal security shall be required to be submitted with a proposal. The proposal security may be in such form as determined by the Executive

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Manager, including, but not limited to, bond, letter of credit, or cashier's check. Such proposal security shall be submitted with the understanding that it will guarantee that the Proposer will not withdraw its proposal for the time period stated in the RFP and is subject to forfeiture if the successful Proposer fails to enter into a Concession Agreement within the prescribed time. The proposal security shall be in such amount as is determined by the Executive Manager in accordance with his/her best judgment. Such amount shall be adequate to protect GIAA from loss in the event the purported successful Proposer withdraws its proposal prior to the expiration of the time period stated in the RFP or the purported successful Proposer fails to enter into a Concession Agreement within the time prescribed in the RFP.

- (2) **Faithful Performance Guaranty.** A faithful performance guaranty shall be required from the successful Proposer guaranteeing full performance by the Concessionaire of all of the terms, covenants and conditions contained in the Concession Agreement, including, but not limited to, payment of the Concession Fee.
- (i) **Amount required.** The faithful performance guarantee shall be in such amount as is determined by the Executive Manager in his/her best judgment that is adequate to protect GIAA in the event of breach by the Concessionaire.
- (ii) **Form.** The faithful performance guaranty may be in such form as determined by the Executive Manager, including, but not limited to, bond, letter of credit, or cashier's check. Bonds as may be required in this Section shall be issued by a surety licensed to do business in Guam and shall be issued on Government standard performance bond forms. Letter of Credit or Certified Check or Cashier's Check shall be issued by any banks or bonding agencies duly licensed to do business in Guam.
- (e) **Conditioning Proposals Upon Other Awards Not Acceptable.** Any proposal which is conditioned upon receiving award of both the particular contract being solicited and another territorial contract shall be deemed nonresponsive and shall be rejected.
- (f) **Reserved.**
- (g) **Incorporation by Reference.** A RFP may incorporate documents by reference provided that the RFP specifies where such documents can be obtained.
- (h) **Acknowledgment of Amendments.** The RFP shall require the acknowledgment of the receipt of all amendments issued.
- (i) **Disclosure of Ownership, Financial, and Conflicts of Interest.**

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- (1) Purpose. The disclosures required by this Section are intended to reveal information bearing on the responsibility of a Proposer, and can be obtained by an inquiry regarding responsibility prior to award.
- (2) Public Disclosure of Ownership.
  - (i) The ownership interests to be disclosed under this Section include the interests of a Person who owns all or any part of a Proposer whether as a sole proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any Person owning a beneficial legal interest in any trust, and any other Person having the power to control the performance of the Concession or the prospective Concessionaire.
  - (ii) Prior to award, every Person who is a Proposer shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each Person who currently or has owned an ownership interest in the Proposer greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the Solicitation (the “relevant disclosure period”).
    - (A) If a Proposer is an artificial person, the Disclosure Statement shall disclose the name of each Person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period.
    - (B) If any such second tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each Person who has owned an ownership interest in such second tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period.
    - (C) If the name of no natural person has been identified as an owner, or a second or third tier owner of the Proposer, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective Concession Agreement, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective Concession Agreement.
  - (iii) Disclosure of Financial Interest. Every Person who is a Proposer shall execute an affidavit disclosing the name of any Person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest

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and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.

- (iv) Disclosure of Conflict of Interest. Every Person who is a Proposer shall disclose the name of any Person who directly or indirectly participates in any Solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.
  - (v) Required Information. Every disclosure of an ownership or financial interest of any Person required to be identified by this Section shall name the Person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public and shall be kept as part of the Solicitation Record.
  - (vi) Continuing Duty of Disclosure. Notwithstanding any other provision of these Policies and Procedures, the duty to disclose the information required under this Section shall be, upon award, a continuing duty of a Concessionaire, and all such information shall become part of the Solicitation Record. Throughout the term of a Concession Agreement, the Concessionaire shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the Persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of the Concession Agreement.
- (j) **Proposer Lists.**
- (1) **Purpose.** Proposer lists may be compiled to provide GIAA with the names of Persons that may be interested in competing for Concessions. Unless otherwise provided, inclusion or exclusion of the name of a Person does not indicate whether the Person is responsible with respect to a particular solicitation or otherwise capable of successfully performing a Concession Agreement.
  - (2) **Deletion of Proposers.** Persons that fail to respond to a RFP on three (3) consecutive Solicitations of similar Concession opportunities may be removed from the applicable list after notice to the Person. Persons currently meeting the criteria for inclusion on the list may be reinstated on such lists at their request.
  - (3) **Public Availability.** Names and addresses on proposer lists shall be available for public inspection provided the lists shall not be used for private promotional, commercial, or marketing purposes.

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- (k) **Publicizing Awards.** Written notice of award shall be sent to the successful Proposer and each unsuccessful Proposer shall be notified of the Award. Notice of award shall be made available to the public and included in the Solicitation Record.
- (l) **Mistakes in Proposals Discovered After Award.** Mistakes in proposals shall not be corrected after Award of the Concession Agreement except where the Executive Manager makes a written determination that it would be unconscionable not to allow the mistake to be corrected.

§ 3102. **Unsolicited Offers.**

- (a) **Defined.** An unsolicited offer is any offer for a Concession other than one submitted in response to a Solicitation.
- (b) **Handling of Unsolicited Offers.** The Executive Manager shall not consider any unsolicited offers and shall return such offers to the sender, at the sender's cost, or destroy such offers.

§ 3103. **Assignment, Novation or Change of Name.**

- (a) **No Assignment.** No Concession Agreement is transferable, or otherwise assignable, without the prior written consent of the Executive Manager and Board of Directors provided, however, that a Concessionaire may assign monies receivable under a Concession Agreement after due notice to GIAA.
- (b) **Recognition of a Successor in Interest; Novation.** When in the best interest of GIAA, a successor in interest may be recognized in a novation agreement in which the transferor and the transferee shall agree that:
  - (1) the transferee assumes all of the transferor's obligations;
  - (2) the transferor waives all rights under the Concession Agreement as against GIAA; and
  - (3) unless the transferor guarantees performance of the Concession Agreement by the transferee, the transferee shall, if required, furnish a satisfactory performance security in the form and amount determined by the Executive Manager.
- (c) **Change of Name.** When a Concessionaire requests to change the name in which it holds a Concession Agreement with GIAA, the Executive Manager shall, upon receipt of a document indicating such change of name (for example, an amendment to the articles of incorporation of the corporation), enter into an agreement with the requesting Concessionaire to effect such a change of name. The agreement changing the name shall specifically indicate that no other terms and conditions of the Concession Agreement are thereby changed.

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§ 3104. **Methods of Solicitation.** Concession Agreements shall be awarded pursuant to a Request for Proposals in accordance with Section 3106.

§ 3105. **Reserved.**

§ 3106. **Request for Proposals (“RFP”).**

- (a) **General.** One of GIAA’s objectives in awarding Concession Agreements is to obtain high quality services that provide and optimize non-airline revenue to GIAA and provide optimal customer service, value and experience to the traveling public. GIAA has determined that soliciting Concession Privileges through the RFP process is good business practice and industry standard. The RFP process allows GIAA to evaluate proposals based on a variety of non-quantitative factors, including quality of customer service, management team, concepts, concession design, company experience, capital investments, brands, training, and other relevant criteria. The RFP process also encourages Proposers to propose creative and unique elements in their proposals to optimize non-airline revenue and enhance customer experience in addition to guaranteed financial offers. For these reasons, the RFP process to procure Concessions is universally accepted and utilized by airports.
- (b) **Use.** GIAA has determined that it is consistent with good business practice to award Concessions using the RFP solicitation method.
- (c) **Public Notice.** Notice of the need for a Concession shall be made by the Executive Manager at least ten (10) days before the proposals are due.
- (1) **Distribution.** Notices of a RFP shall be mailed or otherwise furnished to a sufficient number of Persons for the purpose of securing competition. Notices of a RFP shall indicate where and when the RFP may be obtained and the proposal submission deadline; generally describe the Concession opportunity; and may contain other appropriate information. Where appropriate, the Executive Manager may require payment of a fee for the supplying of a hard copy of the RFP package.
- (2) **Publication.** Every Notice of a RFP shall be publicized at least once and at least seven (7) days before the final date of submission of tenders:
- (i) in a newspaper of general circulation on Guam;
  - (ii) in industry media; or
  - (iii) in a government publication designed for giving public notices; and
  - (iv) GIAA’s website.
- (3) **Public Availability.** A copy of the RFP package shall be made available for public inspection at GIAA’s Administration Office.
- (d) **Content.** The RFP shall be in a form specified by the Executive Manager and contain at least the following information:
- (1) A description of the Concession Opportunity;

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- (2) A summary of key business terms;
  - (3) A statement of minimum qualifications, if any;
  - (4) A draft Concession Agreement;
  - (5) A schedule of events, including the proposal submission deadline;
  - (6) A statement that all potential Proposers must register with GIAA in order to receive notices regarding and amendments to the RFP;
  - (7) A statement that the proposals shall be in writing;
  - (8) A statement that Proposers may designate as confidential those portions of their proposals which contain trade secrets or other proprietary data;
  - (9) A statement of the minimum information that the proposal shall contain, which may include:
    - (i) the name of the Proposer, the location of the Proposer's principal place of business and, if different, the place of performance of the proposed contract;
    - (ii) if determined relevant by the Executive Manager, the age of the Proposer's business and average number of employees over a time period specified in the RFP;
    - (iii) the abilities, qualifications, and experience of all key personnel who would be assigned to the Concession;
    - (iv) a listing of other contracts under which services similar in scope, size, or discipline to the solicited Concession were performed or undertaken within the time period specified in the RFP;
    - (v) a plan giving as much detail as is practical explaining how the Concession will be managed and operated;
    - (vi) proposed Concession Fee; and
    - (vii) minimum investment of Proposer guaranteed as part of Proposal.
  - (10) the factors to be used in the evaluation and selection process and their importance and the basis for award.
- (e) **Evaluation.** The Executive Manager or an evaluation committee designated by the Executive Manager ("**Evaluation Committee**") shall evaluate all proposals submitted. Proposals shall be evaluated only on the basis of evaluation factors stated in the RFP. The following factors may be appropriate to use in conducting the evaluation. The relative importance of these and other factors will vary according to the Concession opportunity being solicited. The minimum factors are:
- (1) the plan for managing and operating the Concession;
  - (2) ability to successfully manage and operate the Concession as reflected by technical training and education, general experience, and specific experience in managing and operating a concession, and the qualifications and abilities of personnel proposed to be assigned to manage and operate the Concession;
  - (3) the personnel, equipment, and facilities to manage and operate the Concession that are currently available or demonstrated to be made available at the time of contracting, and
  - (4) a record of past performance of similar work.

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- (f) **Pre-Proposal Conferences.** Pre-proposal conferences may be conducted to explain the Solicitation requirements. Conferences shall be announced to all Persons who have registered with GIAA for receipt of notices relating to the RFP. The conference shall be held long enough after the RFP has been issued to allow potential Proposers to become familiar with it, but sufficiently before the proposals submission deadline to allow consideration of the conference results in preparing their proposals. Nothing stated at the pre-proposal conference shall change the RFP unless a change is made by written amendment as provided in § 3105(g) (Amendments to Requests for Proposals) of this Article. A summary of the conference shall be supplied to all those Persons who have registered for the RFP. If a transcript is made, it shall be part of the Solicitation Record. Such a conference may be held anytime prior to the date established for submission of proposals.
- (g) **Amendments to Requests for Proposals.**
- (1) **Form.** Amendments to RFPs shall be identified as such and shall require that the Proposer acknowledge receipt of all amendments issued. The amendments shall reference the portions of the RFP it amends.
  - (2) **Distribution.** Amendments shall be sent to all Persons who have registered with GIAA to receive notices regarding the RFP.
  - (3) **Timeliness.** Amendments shall be distributed within a reasonable time to allow potential Proposers to consider them in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment.
- (h) **Receipt and Handling of Proposals.**
- (1) **Registration.** Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more GIAA officials. A Register of Proposals shall be established for each RFP that shall include for all proposals the name of each offeror and the number of modifications received. The Register of Proposals shall be opened to public inspection only after award of the Concession Agreement. Proposals of Proposers who are not awarded the Concession Agreement shall not be opened to public inspection.
  - (2) **Requests of Nondisclosure of Data.** If the Proposer selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the Executive Manager or a designee shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data, the Executive Manager shall inform the Proposer in writing what portion of the proposal will be disclosed and that, unless the Proposer withdraws the proposal or protests under Article 4 (Legal and Contractual Remedies), the proposal will be so disclosed.

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(i) **Discussions.**

(5) **Discussions Permissible.** The Executive Manager or Evaluation Committee may allow Proposers to give oral presentations on their proposals. The Executive Manager or Evaluation Committee may conduct Discussions with any Proposer. The purposes of such Discussions shall be to:

- (i) determine in greater detail such Proposer's qualifications, and
- (ii) explore with the Proposer the scope and nature of the Concession opportunity, the Proposer's proposed method of management and operation of the Concession, and the relative utility of alternative methods of approach.

(6) **No Disclosure of Information.** Discussions shall not disclose any information derived from proposals submitted by other Proposers, and GIAA shall not disclose any information contained in any proposals until after award of the proposed Concession Agreement has been made as provided in § 3106(h) (Receipt and Handling of Proposals). The proposal of the Proposer awarded the Concession Agreement shall be opened to public inspection except as otherwise provided in § 3106(h) (Receipt and Handling of Proposals).

(j) **Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn at any time prior to the conclusion of Discussions. All documents relating to the modification or withdrawal of a proposal shall be made a part of the Solicitation Record.

(k) **Late Tenders, Late Withdrawals, and Late Modifications.**

(1) **Definition.** Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the conclusion of Discussions is late.

(2) **Treatment.** No late proposal, late modification, or late withdrawal shall be considered unless received before Award, and the proposal, modification, or withdrawal would have been timely but for the action or inaction of GIAA personnel.

(3) **Notice.** Persons submitting late proposals that will not be considered for award shall be so notified in writing as soon as practicable.

(4) **Records.** All documents relating to each late proposal, late modification, or late withdrawal shall be made a part of the Solicitation Record.

(l) **Selection of the Best Qualified Proposers.** After conclusion of validation of qualifications, evaluation, and discussions, the Executive Manager shall select, in the order of their respective qualification ranking, no fewer than three acceptable Proposers (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the Concession. In the case where an Evaluation Committee is appointed by the Executive Manager, the Committee shall submit the ranking to the

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Executive Manager for the Executive Manager's consideration and approval. The Board of Directors shall review and approve the ranking of proposers.

(m) **Negotiation and Award of Concession Agreement.**

(1) **General.** The Executive Manager shall negotiate a Concession Agreement with the best qualified Proposer(s) for the solicited Concession, including, without limitation, negotiation of Concession Fee and Minimum Investment Guarantee.

(2) **Elements of Negotiation.** negotiations shall be directed toward:

- (i) making certain that the Proposer(s) has a clear understanding of the Concession, specifically, the essential requirements involved in managing and operating the Concession;
- (ii) determining that the Proposer(s) will make available the necessary personnel and facilities to manage and operate the Concession for the duration of the term of the Concession Agreement; and
- (iii) agreeing upon Concession Fee, minimum guaranteed investment requirements and other key business terms, taking into account the estimated value of the Concession, and the scope, complexity, and nature of managing and operating the Concession.

(n) **Successful Negotiation of Concession Agreement with the Best Qualified Proposer(s).**

If Concession Fee and all terms, conditions and obligations can be agreed upon with the best qualified Proposer(s), and such Proposer is determined by GIAA to be responsible in accordance with Section 3108, the solicited Concession shall be awarded to that Proposer(s) by execution of the Concession Agreement.

(o) **Failure to Negotiate Contract with the Best Qualified Proposer.**

(1) If Concession Fee and all terms, conditions and obligations cannot be agreed upon with the Best Qualified Proposer(s), a written record stating the reasons therefor shall be placed in the Solicitation Record and the Executive Manager or a designee shall advise such Proposer of the termination of negotiations, which shall be confirmed by written notice within three days.

(2) Upon failure to successfully negotiate a Concession Agreement with the Best Qualified Proposer(s), the Executive Manager may enter into negotiations with the next most qualified Proposer. If Concession Fee and all terms, conditions and obligations can be agreed upon, then the Concession shall be awarded to that Proposer by execution of the Concession Agreement. If negotiations again fail, negotiations shall be terminated as provided in Subsection 3106(l)(1) and commence with the next most Qualified Proposer.

(p) **Notice of Award.** Written notice of Award shall be public information and made a part of the Solicitation Record.

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- (q) **Failure to Negotiate Contract with Proposers Initially Selected as Best Qualified.** Should the Executive Manager be unable to negotiate a Concession Agreement with any of the Proposers initially selected as the best qualified Proposers, proposals may be resolicited or additional Proposers may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with Subsection 3106(o) (Failure to Negotiate Contract with Best Qualified Proposer) of this Section until an agreement is reached and the contract awarded.
- (r) **Memorandum of Evaluation and Negotiation.** At the conclusion of negotiations resulting in the Award of the Concession Agreement, the Executive Manager shall prepare a memorandum setting forth the basis of Award including:
- (1) how the evaluation factors stated in the RFP were applied to determine the best qualified Proposers; and
  - (2) the principal elements of the negotiations including the significant considerations relating to Concession Fee and the other terms of the contract.
- The memorandum of evaluation and negotiation shall be included in the Solicitation Record and be available for public inspection.

§ 3107. **Cancellation of Solicitation.**

- (a) **Scope of this Section.** The provisions of this Section shall govern the cancellation of any solicitation and rejection of proposals in whole or in part.
- (b) **Policy.** Solicitations should only be issued when there is a valid need for the Concession unless the Solicitation states that it is for informational purposes only. Preparing and distributing a Solicitation requires the expenditure of GIAA time and resources. Potential Proposers likewise incur expense in examining and responding to Solicitations. Therefore, although issuance of a Solicitation does not compel award of a Concession Agreement, a Solicitation is to be cancelled only when there are cogent and compelling reasons to believe that the cancellation of the Solicitation is in GIAA's best interest.
- (c) **Cancellation of Solicitation - Notice.** Each Solicitation issued by GIAA shall state that the Solicitation may be cancelled as provided in these Policies and Procedures.
- (d) **Cancellation of Solicitation: Rejection of All Proposals.**
- (1) **Prior to Opening.**
    - (i) As used in this Section, *opening* means the deadline for submission of proposals in response to a RFP.
    - (ii) Prior to opening, a Solicitation may be cancelled in whole or in part when the Executive Manager determines in writing that such action is in GIAA's best interest for reasons including but not limited to:
      - (A) GIAA no longer requires the Concession; or

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- (B) proposed amendments to the Solicitation would be of such magnitude that a new Solicitation is desirable.
- (iii) When a Solicitation is cancelled prior to opening, notice of cancellation shall be sent to all Persons that registered with GIAA for the particular Solicitation. The notice of cancellation shall
- (A) identify the Solicitation;
  - (B) briefly explain the reason for cancellation; and
  - (C) where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future solicitation of a similar Concession.
- (2) **After Opening.**
- (i) After opening, but prior to award, the Solicitation may be cancelled and all proposals may be rejected in whole or in part when the Executive Manager determines in writing that such action is in GIAA's best interest for reasons including, but not limited to:
    - (A) the Concession solicited is no longer required;
    - (B) ambiguous or otherwise inadequate terms and conditions were part of the Solicitation;
    - (C) the Solicitation did not provide for consideration of all factors or significance to GIAA;
    - (D) all otherwise acceptable proposals received present clearly unreasonable proposed Concession Fee; or
    - (E) there is reason to believe that the proposals may not have been independently arrived at in open competition, may have been collusive, and may have been submitted in bad faith.
  - (ii) A notice of cancellation and rejection should be sent to all Persons that submitted proposals, and it shall conform to Subsection 3107(d)(1)(iii).
- (3) **Record.** The reasons for cancellation and/or rejection shall be made part of the Solicitation Record and shall be available for public inspection.
- (e) **Rejection of Individual Proposals.**
- (1) **General.** This Section applies to rejection of individual proposals in whole or in part.
  - (2) **Notice in Solicitation.** Each Solicitation issued by GIAA shall provide that any proposal may be rejected in whole or in part when in the best interest of the GIAA as provided in these Concession Policies.
  - (3) **Reason for Rejection.**  
Unless the Solicitation states otherwise, proposals need not be unconditionally accepted without alteration or correction, and GIAA's stated requirements may be revised or clarified after proposals are submitted. This flexibility must be considered in determining whether reasons exist for rejecting all or any part of a proposal. Reasons for rejecting proposals include but are not limited to:

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(A) the Person that submitted the proposal is a not a responsible proposer as determined under § 3108 (Responsibility of Offerors and Proposers) of these Policies and Procedures;

(B) the proposal ultimately (that is, after any opportunity has passed for altering or clarifying the proposal) fails to meet the announced requirements of GIAA in some material respect; or

(C) the proposed Concession Fee is unreasonable.

(4) **Notice of Rejection.** Upon request, unsuccessful Offerors or Proposers shall be advised of the reasons therefor.

(f) **All or None Proposals.** Only when provided by the Solicitation may a proposal limit acceptance to the entire tender or proposal offering. Otherwise, such proposals shall be deemed to be nonresponsive. If the proposal is properly so limited, GIAA shall not reject part of such proposal and award on the remainder.

(g) **Disposition of Proposals.** When proposals are rejected, or a Solicitation cancelled after tenders or proposals are received, the tenders or proposals which have been opened shall be retained in the Solicitation Record, or if unopened, returned to the Offerors or Proposers upon request, at no cost to GIAA, or otherwise disposed of.

**§ 3108. Responsibility of Proposers.**

(a) **Determination of Nonresponsibility.** A determination of nonresponsibility shall be made in accordance with this Section. The unreasonable failure of a Proposer to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such Proposer.

(b) **Right of Nondisclosure.** Information furnished by a Proposer pursuant to this Section shall not be disclosed outside of GIAA without prior written consent of the Proposer.

(c) **Standards of Responsibility.** Factors to be considered in determining whether the standard of responsibility has been met include, but are not limited to, whether a prospective Concessionaire has:

(1) available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements at time of award;

(2) a satisfactory record of performance;

(3) a satisfactory record of integrity;

(4) qualified legally to contract with GIAA; and

(5) supplied all necessary information in connection with the inquiry concerning responsibility.

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- (d) **Information Pertaining to Responsibility.** The Proposer shall supply information requested by the Executive Manager concerning the responsibility of such Proposer. If such Proposer fails to supply the requested information, the Executive Manager shall base the determination of responsibility upon any available information or may find the Proposer nonresponsible if such failure is unreasonable.
- (e) **Ability to Meet Standards.** The Proposer may demonstrate the availability of necessary financing, equipment, facilities, expertise, and personnel by submitting upon request:
- (1) evidence that such Proposer possesses such necessary items;
  - (2) acceptable plans to subcontract for such necessary items; or
  - (3) a documented commitment from, or explicit arrangement with, a satisfactory source to provide the necessary items.
- (f) **Duty Concerning Responsibility.** Before awarding a Concession Agreement, the Executive Manager must be satisfied that the Proposer is responsible.
- (g) **Written Determination of Nonresponsibility Required.** If a Proposer who otherwise would have been awarded a Concession Agreement is found nonresponsible, a written determination of nonresponsibility setting forth the basis of the finding shall be prepared by the Executive Manager. A copy of the determination shall be sent promptly to the nonresponsible Proposer. The final determination shall be made part of the Solicitation Record.

§ 3109. **Concession Agreement.**

- (a) **Type.** The use of any type of contract specifying the terms and conditions under which a Concessionaire may use, occupy and access certain Airport Property and manage and operate a Concession is permitted. The Concession Agreement must be consistent with GIAA's Concession Objectives set forth in Article 1 of these Concession Policies and Procedures and in the best interests of GIAA.
- (b) **Terms and Conditions.** All Concession Agreements must at a minimum include provisions pertaining to the following matters:
- (1) Term or duration, extensions and holdover.
  - (2) Exclusivity or non-exclusivity.
  - (3) Concession Fees and other fees and costs of the Concessionaire.
  - (4) Concession premises.
  - (5) Permitted uses and use restrictions.
  - (6) Default and remedies.
  - (7) Insurance.
  - (8) Indemnification and Faithful Performance Guaranty.
  - (9) Concession performance and operating standards.

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- (10) Reporting, record-keeping and audit requirements.
- (11) Modification, assignment and subleasing limitations or restrictions.
- (12) Termination.
- (13) Facility improvement and minimum investment requirements.
- (14) Maintenance and repair obligations.
- (15) Development and financing of improvements; and
- (16) Mandatory contract clauses as provided in these Concession Policies and Procedures.

§ 3110. **Multiple Awards.**

- (a) **General.** A multiple award is an award of a Concession opportunity to more than one Proposer.
- (b) **Limitations on Use.** A multiple award may be made when award to two or more Proposers for a Concession opportunity is necessary for adequate provision of the Concession on Airport Property as determined by the Executive Manager. Multiple awards shall not be made when a single award will meet GIAA's needs without sacrificing availability of the Concession to Airport users.
- (c) **Intent to Use.** If a multiple award is anticipated prior to issuing a solicitation, GIAA shall reserve the right to make such an award and the criteria for award shall be stated in the Solicitation.
- (d) **Determination Required.** The Executive Manager shall make a written determination setting forth the reasons for a multiple award, which shall be made a part of the Solicitation Record.

§ 3111. **Audit and Records.**

- (a) **Audit.** GIAA may during the term of a Concession Agreement and for a period of four years (4) from the date of expiration or termination of the Concession Agreement, at reasonable times and places, audit the books and records of any Concessionaire to the extent that such books and records relate to the Concession or Concession Agreement. The scope of the audit shall be determined by the Executive Manager.
- (b) **Retention of Books and Records.** All Concessionaires shall maintain all books and records that relate to the Concession or Concession Agreement for four (4) years from the date of expiration or termination of the Concession Agreement, unless a shorter period is otherwise authorized in writing by the Executive Manager.
- (c) **Subcontractors.** GIAA's right to audit the obligation to maintain all books and records shall apply to all Concessionaire's subcontractors.

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- (d) **Conditions for an Audit.** An audit may be warranted when, with respect to a Concessionaire or its subcontractor, there is:
- (1) a question as to the adequacy of accounting policies;
  - (2) a question as to financial condition, integrity, and/or reliability;
  - (3) a substantial change in the methods of levels of operation; or
  - (4) other evidence that an audit is in GIAA's best interests as determined by the Executive Manager.

§ 3112. **Finality of Determinations.** The determinations required by these Concession Policies are final and conclusive unless they are found to be clearly erroneous, arbitrary, capricious, or contrary to law.

§ 3113. **Reporting of Anticompetitive Practices.**

- (a) **Reporting.** When for any reasons collusion or other anticompetitive practices are suspected among Proposers, a notice of the relevant facts shall be transmitted to the Attorney General.
- (b) **Anticompetitive Practices.** For the purposes of this Section, an anticompetitive practice is a practice among Proposers, which reduces or eliminates competition or restrains trade. An anticompetitive practice can result from an agreement or understanding among competitors to restrain trade such as submitting collusive proposals, or result from illicit business actions which have the effect of restraining trade, such as controlling the proposed Concession Fee or an improper collective refusal to submit proposals. Indications of suspected anticompetitive practices include, but are not limited to, identical proposals, rotated proposed Concession Fees, sharing of the business, and group boycotts.
- (c) **Independent Concession Fee.** Every Solicitation shall provide that by submitting a proposal, the Proposer certifies that the proposed Concession Fee submitted was independently arrived at without collusion.
- (d) **Detection of Anticompetitive Practices.** In order to assist in ascertaining whether or not an anticompetitive practice may have occurred or may be occurring, the Executive Manager should be alerted and sensitive to conditions of the market or industry and evaluate past Solicitations including, as appropriate, the following:
- (1) a study of the proposal submission history of a particular Concession over a period of time sufficient to determine any significant patterns or changes;
  - (2) a review of similar Concession awards over a period of time; or
  - (3) consultation with outside sources of information, such as industry experts or Proposers who have competed for similar Concessions in the past, but who are no longer competing for such business.

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- (e) **Identical Submissions and Concession Fee Fixing.** The term *identical submissions* means the submission by Proposers of the same Concession Fee. The submission of identical Concession Fees may or may not signify the existence of collusion. In seeking to determine whether collusion has taken place, the Executive Manager should view the identical submissions against present and past submissions, the structure and stated of the industry involved including the nature of the Concession involved.
- (f) **Rotated High Concession Fees.** Rotated high proposed Concession Fees result where all Proposers participating in the collusive scheme submit proposals and by agreement alternate submitting the highest Concession Fee. To aid in determining whether rotation may be occurring, the Executive Manager must review past similar Solicitations in which the same Proposers have participated.
- (g) **Sharing of the Business.** Sharing of the business occurs where potential Proposers allocate business among themselves based on the customers or the territory involved. Thus, the Executive Manager might discover that a potential Proposer is not participating in a Solicitation because a particular territory has not been allocated to such Proposer.
- (h) **Group Boycott.** A group boycott results from an agreement between competitors not to deal with another competitor or not to participate in, for instance, a Concession Solicitation until the boycotting competitor's conditions are met by the boycotted competitor or GIAA. The boycott of a competitor by other competitors may have an effect on the market structure or the proposed Concession Fee.

§ 3114. Solicitation Record.

- (a) **Contents.** The Executive Manager shall cause a complete record of each Solicitation to be retained and disposed of in accordance with records retention guidelines and schedules approved by the Attorney General. The record shall include at a minimum the following (“**Solicitation Record**”):
  - (1) **Meeting log.** A log of all meetings related to the Solicitation. The log shall include the date, time, subject matter and names of participants;
  - (2) **Communications log.** A log of all communications between GIAA Employees and any member of the public, which is in any way related to the Solicitation;
  - (3) **Sound recordings.** Sound recordings of (i) all pre-proposal conferences and (iii) discussions and negotiations arising from a RFP;
  - (4) **Written determinations.** All written determinations required by these Concession Policies and Procedures.
- (b) **Retention.** The Solicitation Record for each Concession shall be retained and disposed of in accordance with GIAA's record retention policy as approved by the Attorney General.

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- (c) **Certification.** No Concession Agreement shall be awarded unless the Executive Manager certifies in writing under penalty of perjury that the Solicitation Record has been maintained and that it is complete and available for public inspection. The certificate is itself a part of the Solicitation Record.
- (d) **Public Record.** The Solicitation Record is a public record and, subject existing laws and regulations regarding confidentiality and these Policies and Procedures, any Person may inspect and copy any portion of a Solicitation Record after an award is made.
- (e) **Policy.** It is the policy of GIAA to maintain a complete Solicitation Record for each Concession to:
- (1) protect the integrity of the Solicitation process;
  - (2) protect the confidentiality of trade secrets;
  - (3) allow public access to the Solicitation Record at the earliest possible time.

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- § 4101. Protests of a Solicitation or Award.
- § 4102. Debarment or Suspension.
- § 4103. Contract and Breach of Contract Controversies.
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- § 4105. Violations of Law Found Prior to Award.
- § 4106. Ratification, Termination, or Cancellation of a Concession Agreement to Comply with the Law.
- § 4107. Interest.
- § 4108. Waiver of Sovereign Immunity.
- § 4109. Limitations on Actions.

**§ 4101. Protests of a Solicitation or Award.**

- (a) **Complaint to Executive Manager.** Complainants should seek resolution of their complaints initially with the Executive Manager. Such complaints may be made verbally or in writing.
- (b) **Protest.** A Proposer or Prospective proposer may protest a Solicitation or award to the Executive Manager.
- (c) **When Filed.** Protests shall be filed fourteen (14) calendar days after the protestor knows or should have known of the facts giving rise to the protest. A protest is considered filed when received by the Executive Manager. Protests filed after the 14-day period shall not be considered.
- (d) **Subject of Protest.** Protestors may file a protest on any phase of solicitation or award including, but not limited to, specifications preparation, solicitation, award, or disclosure of information marked confidential in the bid or offer.
- (e) **Form.** All protests shall be in writing, shall be submitted to the attention of the Executive Manager and shall be submitted in a sealed envelope clearly labeled “Protest – [Solicitation No.- Solicitation Name].” All protests shall:
  - (1) include the name, phone number, mailing address and email address of the protestor;
  - (2) include a statement of reasons for the protest and state with particularity the facts giving rise to the protest; and
  - (3) include supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.
- (f) **Additional Information.** Any additional information requested by GIAA should be submitted within the time periods established by GIAA in order to expedite consideration of the protest. Failure of the protestor to comply expeditiously with a request for

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information by GIAA may result in resolution of the protest without consideration of any information that is untimely filed pursuant to such request.

- (g) **Stay.** When a protest has been timely filed and before an award has been made, the Executive Manager shall not proceed further with the Solicitation or with the award of the Concession Agreement prior to final resolution of such protest, and any such further action is void, unless: (1) The Executive Manager, with the written concurrence of the Board, makes a written determination that the award of the Concession Agreement without delay is necessary to protect the substantial interests of GIAA (“§ 4101(g) Determination”); and (2) Absent a declaration of emergency by the Governor, the Protestor has been given at least two (2) days’ written notice (exclusive of weekends and government of Guam holidays) of the § 4101(g) Determination.
- (1) Final resolution of protest as used in Subsection (e) shall mean a final written decision on the Protestor’s appeal issued by the Appeal Panel in accordance with Subsection (j).
- (2) If an appeal of the protest is pending before the Appeal Panel, and the Board has confirmed such determination, or if no such appeal is pending, the Protestor has not filed a request with the Appeal Panel to review the § 4101(g) Determination prior to the expiration of the two-day period specified in this subsection.
- (h) **GIAA Decision.** The Executive Manager shall respond in writing to the protest within thirty (30) days of GIAA’s receipt of the protest. A copy of the decision shall be made or otherwise furnished immediately to the Protestor.
- (1) **Preparation Costs.** In addition to any other relief, the Executive Manager shall award the Protestor its reasonable proposal preparation costs, excluding attorneys’ fees, when a protest is sustained and the Protestor should have been, but was not awarded the Concession Agreement under the Solicitation.
- (2) **GIAA costs.** A Protestor shall be liable for GIAA’s reasonable costs associated with responding to the protest, excluding attorneys’ fees, upon a finding by the Executive Manager that the protest was made fraudulently, frivolously or solely to disrupt the Solicitation process.
- (i) **Request for Reconsideration.** Reconsideration of a decision of the Executive Manager may be requested by the Protestor, within fifteen (15) days after receipt by the Protestor of the notice of decision. Reconsideration can also be requested by an appellant or any Interested Party who submitted comments during consideration of the protest. The same time frame applies herein. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not previously considered. A request for reconsideration does not extend the time to appeal the decision of the Executive Manager to the Appeal Panel.
- (j) **Appeal to the Appeal Panel.**

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- (1) Denial of Protest. If the protest is denied by the Executive Manager, the Protestor may appeal the denial by filing a Notice of Appeal with the Executive Manager. The protestor shall file its appeal and with the Executive Manager within fifteen (15) calendar days of the Protestor's receipt of Executive Manager's decision to deny the protest. The Appeal Panel shall determine whether a decision on the protest is in accordance with the statutes, regulations, and the terms and conditions of the Solicitation. The Appeal Panel shall have no jurisdiction to consider an appeal that is not filed within the time required by this Section.
- (2) Appeal Procedures. For all appeals to the Appeal Panel pursuant to this Section, the Appeal Panel shall conduct a review of the Executive Manager's denial of the protest pursuant to Article 5 of these Policies and Procedures. The Appeal Panel shall issue a written decision on the appeal within ninety (90) calendar days of the Executive Manager's receipt of the appeal.

(k) **Reserved.**

(l) **Reserved.**

(m) **Finality.** The decision of the Executive Manager is final unless a Person adversely affected by the decision timely appeals the decision to the Appeal Panel in accordance with these Concession Policies and Procedures.

(n) **Making Information on Protests Available.** The Executive Manager shall upon written request make available to any Person information submitted that bears on the substance of the protest except where the information is proprietary, confidential, or otherwise permitted or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted and the legal basis to keep such information confidential, and indicating on the front page of each document that it contains such information.

**§ 4102. Debarment or Suspension.**

(a) **Application.** This Section applies to all debarment or suspensions of Persons from consideration for award of Concession Agreements by the Executive Manager.

(b) **Authority.** The Executive Manager after consultation with GIAA's counsel, and in accordance with this Section, shall have authority to debar a Person for cause from consideration for award of Concession Agreements. The debarment shall not be for a period of more than two (2) years. The Executive Manager, after consultation with GIAA's counsel, shall have authority to suspend such Person from consideration for award of Concession Agreements if there is probable cause for debarment.

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(c) **Suspension.**

- (1) **Initiation.** After consultation with the Concessionaire or prospective Concessionaire who is to be suspended, where practicable, upon written determination by the Executive Manager that probable cause exists for debarment, a Concessionaire or prospective Concessionaire may be suspended. A notice of suspension, including a copy of such determination, shall be sent to the suspended Concessionaire or prospective Concessionaire.
- (2) **Notice of Suspension.** The notice of suspension shall state that:
  - (i) the suspension is for the period it takes to complete an investigation into possible debarment including any appeals of the debarment decision, but not for a period in excess of three (3) months; and
  - (ii) proposals will not be solicited from the suspended Person, and, if they are received, they will not be considered during the period of suspension.
- (3) **Effect of Notice of Suspension.** A suspension is effective upon issuance of the notice of suspension. The suspension shall remain in effect during any appeals. The suspension may be terminated by the Executive Manager or by a court, but otherwise shall only terminate when the suspension has been in effect for three (3) months.

- (d) **Debarment.** Proceedings for the possible debarment of a Concessionaire or prospective Concessionaire shall be initiated by the service of an accusation and statement of issues on such Person in accordance with Article 2 of the Administrative Adjudication Law (5 GCA Chapter 9, Articles 1 and 2), as such law may be amended from time to time (the "AAL"). In addition to the requirements under the AAL, the accusation shall: (1) state that debarment is being considered; (2) set forth the reasons for the action; and (3) state that the debarment proceedings are being conducted pursuant to Article 2 of the AAL.

- (e) **Maintenance of List of Debarred and Suspended Persons.** The Executive Manager shall maintain and update a list of Persons debarred or suspended from participation in a Concession Solicitation. Such list shall include the date of expiration of the suspension or debarment. Such list shall be available to the public upon request.

**§ 4103. Contract and Breach of Contract Controversies.**

(a) **Authority to Resolve Contract and Breach of Contract Controversies.**

- (1) **General.** It is GIAA's policy to try to resolve all controversies with Concessionaires by mutual agreement without litigation. Resolution may be by informal discussions, mediation or other dispute resolution processes agreed to by the parties.
- (2) **Scope.** This Section is applicable to controversies between GIAA and a Concessionaire that arise under, or by virtue of, a Concession Agreement between them. The word *controversy* is meant to be broad and all-encompassing and includes without limitation controversies based upon breach of contract, mistake, misrepresentation, modification, reformation, or rescission.

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(b) **Failure to Resolve.**

(1) **Final Decision.** When a controversy cannot be resolved by mutual agreement, the Executive Manager shall, after written request by the Concessionaire for a final decision, promptly issue a written decision. Such decision must state that it is the “Final Decision” of GIAA on the controversy.

(2) **Contents of Final Decision.** The Executive Manager shall immediately furnish a copy of the decision to the Concessionaire, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, and include in the decision:

- (i) a description of the controversy;
- (ii) references to pertinent contract provisions;
- (iii) a statement of the factual areas of agreement or disagreement;
- (iv) the basis for the decision;
- (v) the following statement: “This is the final decision of the Executive Manager regarding this matter.

(3) **Failure to Timely Issue a Final Decision.** If the Executive Manager does not issue a written decision within sixty (60) days after the Executive Manager’s receipt of written request from the Concessionaire for a final decision, or within such longer period as may be agreed upon by the parties, then the Concessionaire may proceed as if an adverse final decision had been received.

(4) **Appeal of Final Decision.** For claims involving money damages, the Concessionaire must file a claim with GIAA in accordance with the Government Claims Act.

(c) **Controversies Involving GIAA Claims Against the Concessionaire.** All controversies involving claims asserted by GIAA against a Concessionaire that cannot be resolved by mutual agreement shall be the subject of a final decision by the Executive Manager.

(d) **Disputes Clause.** Language substantially similar to the following clause shall be inserted in all Concession Agreements:

DISPUTES

(1) The Authority and Concessionaire agree to attempt resolution of all controversies that arise under, or by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the controversy shall be decided by the Authority in writing within sixty (60) days after Concessionaire’s written request that the Authority issue a final decision concerning the controversy. If the Authority does not issue a written decision, within sixty (60) days after Concessionaire’s written request for a final decision, or within such longer period as may be agreed upon by the parties, then Concessionaire may proceed as if an adverse decision had been received.

(2) The Authority shall immediately furnish a copy of the decision to Concessionaire, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

(3) The Authority’s decision shall be final and conclusive, unless fraudulent, or unless for disputes involving money owed by or to Concessionaire under this

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Agreement, Concessionaire files appeal an of the decision in accordance with the Government Claims Act by filing a government claim with the Authority no later than eighteen months after the decision is rendered by the Authority or from the date when a decision should have been rendered.

(4) Concessionaire shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(5) Concessionaire shall comply with the Authority's decision and proceed diligently with performance of this Agreement pending final resolution of any controversy arising under, or by virtue of, this Agreement, except where Concessionaire claims there has been a material breach of the Agreement by the Authority. However, if the Authority determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then Concessionaire shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by the Authority.

**§ 4104. Determination that a Solicitation or an Award Violates Law.**

(a) **Applicability.** This Section applies where it is determined administratively that a Solicitation or award of a Concession Agreement is in violation of law.

(b) **Determination that a Solicitation or an Award Violates Law.**

(1) **Determination.** A Solicitation or award may be in violation of the law or these Policies and Procedures due to actions of GIAA employees, proposers, Concessionaires, or other Persons. After consultation with GIAA counsel, the Executive Manager, or in an appeal over which it has jurisdiction, the Appeal Panel may determine that a Solicitation or award is in violation of the provisions of law or these Policies and Procedures. Any such determination shall be made in writing after an opportunity to be heard is given, and such determination by the Executive Manager is subject to appeal to the Appeal Panel.

(2) **Finding of Bad Faith or Fraud.** Bad faith or fraud shall not be assumed. Specific findings showing reckless disregard of clearly applicable laws or regulations must support a finding of bad faith. A finding of fraud must be supported by specific findings showing knowing, willful acts in disregard of such laws or regulations.

**§ 4105. Violations of Law Found Prior to Award.**

(a) **Remedies Prior to an Award.** If prior to award it is determined that a Solicitation or proposed award of a Concession Agreement is in violation of the law, then the Solicitation or proposed award shall be:

- (1) cancelled; or
- (2) revised to comply with the law.

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- (b) **Cancelling or Revising Solicitation or Proposed Award to Comply with the Law.** A finding by the Executive Manager, after consultation with GIAA counsel, that the Solicitation or proposed award is in violation of law will constitute a cogent and compelling reason to cancel or revise a solicitation or proposed award. Such cancellation shall be made in accordance with Section 3107 (Cancellation of Solicitations) of these Policies and Procedures.

**§ 4106. Ratification, Termination, or Cancellation of Concession Agreement to Comply with the Law.**

- (a) **Remedies After an Award.** If after an award it is determined that a Solicitation or award of a Concession Agreement is in violation of law, then:
- (1) if the Person awarded the Concession Agreement has not acted fraudulently or in bad faith:
    - (i) the Concession Agreement may be ratified and affirmed, provided it is determined that doing so is in the best interests of GIAA; or
    - (ii) the Concession Agreement may be terminated and the Person awarded the Concession Agreement shall be compensated for the actual expenses reasonably incurred under the Concession Agreement prior to the termination;
  - (2) if the Person awarded the Concession Agreement has acted fraudulently or in bad faith:
    - (i) the Concession Agreement may be declared null and void; or
    - (ii) the Concession Agreement may be ratified and affirmed if such action is in the best interests of GIAA, without prejudice to GIAA's rights to such damages as may be appropriate.
- (b) **No Fraud or Bad Faith by Concessionaire.**
- (1) **General.** Upon finding after award that GIAA has made an unauthorized award of a Concession Agreement or that a Solicitation or award is otherwise in violation of law where there is no finding of fraud or bad faith, the Executive Manager may ratify or affirm the Concession Agreement or terminate it in accordance with this Section after consultation with GIAA counsel.
  - (2) **Ratification and Affirmation.**
    - (i) **Waiver of violation.** If the violation can be waived without prejudice to GIAA or other Proposers, the preferred action is to ratify and affirm the Concession Agreement if such action is in the best interests of GIAA.
    - (ii) **No waiver of violation.** If the violation cannot be waived without prejudice to GIAA or other Offerors or Proposers and:
      - (A) if performance has not begun, and if there is time for resoliciting, the Concession Agreement shall be terminated. If there is no time for resoliciting, the Concession Agreement may be amended appropriately, ratified, and affirmed if such action is in the best interests of GIAA.
      - (B) if performance has begun, the Executive Manager shall determine in writing whether it is in the best interest of GIAA to terminate or to amend,

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ratify, and affirm the Concession Agreement. Termination is the preferred remedy.

(iii) Best interests of GIAA. The following factors are among those pertinent in determining GIAA's best interest:

(A) the costs to GIAA's best interest;

(B) the progress made toward performing the whole contract; and

(C) the possibility of obtaining a more advantageous contract by resoliciting.

(iv) **Termination.** Concession Agreements based on awards or Solicitations that were in violation of law shall be terminated at no cost to GIAA, if possible. If a termination claim is made by the Concessionaire, settlement shall be made in accordance with the Concession Agreement. If there are no applicable termination provisions in the Concession Agreement, settlement shall be made on the basis of actual costs reasonably incurred by the Concessionaire through the time of termination. Such costs shall be established in accordance with generally accepted accounting principles. Anticipated profits are not allowed.

(c) **Fraud or Bad Faith by the Concessionaire.**

(1) **General.** Upon finding after award that a Solicitation or award is in violation of law and that the recipient of the Concession Agreement acted fraudulently or in bad faith, the Executive Manager may, after consulting with GIAA's counsel, declare the contract null and void or ratify and affirm it in accordance with this Section.

(2) **Declaration of Concession Agreement Null and Void.** The Concession Agreement shall be declared null and void unless ratification and affirmation is found to be in GIAA's best interest under Subsection 4106(b)(2)(iii) of this Section.

(3) **Ratification and Affirmation.** The Concession Agreement shall not be modified, ratified, and affirmed unless it is determined in writing that there is a continuing need for the Concession under the Concession Agreement and:

(i) there is no time to resolicit and award the Concession Agreement; or

(ii) the Concession Fee is higher than it could be otherwise.

(4) **Effect of Declaring a Concession Agreement Null and Void.** In all cases where a contract is voided, GIAA is entitled to recover damages under any applicable legal theory from the faithful performance guaranty

(5) **Effect of Ratification.** GIAA shall be entitled to any damages it can prove under any theory including, but not limited to, contract and tort regardless of its ratification and affirmation of the Concession Agreement.

**§ 4107. Interest.** Interest on amounts ultimately determined to be due to a Concessionaire shall be payable at the statutory rate from the date the claim arose through the date of decision or judgment, whichever is later. Interest on amounts ultimately determined to be due to GIAA shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

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**§ 4108. Reserved.**

**§ 4109. Reserved.**

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Appendix A: Notice of Appeal Form

APPEAL
GIAA CONCESSION RULES AND REGULATIONS

PART I- To be completed by APPEAL PANEL /
DESIGNATED GIAA ADMINISTRATIVE STAFF

In the Appeal of
(Name of Company), APPELLANT

NOTICE OF APPEAL

PART II- Appellant Information

Name:
Mailing Address:
Business Address:
Daytime Contact No:

I. PART III- Appeal Information

- A) Agency: Antonio B. Won Pat International Airport Authority, Guam (GIAA)
B) Identification/Number of Solicitation or Concession Agreement:
C) Decision being appealed was made on (date) by GIAA Executive Manager.

Note: You must serve GIAA with a copy of this Appeal within 24 hours of filing.

- D) Appeal is made from:
(Please select one and attach a copy of the Decision to this form)
Decision on Protest of Method, Solicitation or Award
Determination on Award not Stayed Pending Protest or Appeal
(Agency decision that award pending protest or appeal was necessary to protect the substantial interests of GIAA)

1  
2 E) Names of Competing Proposers or Concessionaires known to Appellant:

3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

7 **PART IV- Form and Filing**

8 In addition to this form, the Rules of Procedure for Appeals (Art. 5 of GIAA Concession  
9 Policies and Procedures) require the submission together with this form of additional  
10 information, including BUT NOT LIMITED

11 TO:

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

17 Submitted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

18 By: \_\_\_\_\_  
19 APPELLANT

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- § 5101 Appeal Panel
  - § 5101.1 Appointment and Authority of Hearing Officer
  - § 5102. Jurisdiction; Exhaustion of Remedies.
  - § 5104. Form and Filing of Appeal.
  - § 5105. Agency Report.
  - § 5106. Making Information on Appeals Available.
  - § 5107. *Ex Parte* Communications with Hearing Officer.
  - § 5108. Hearing Procedures.
  - § 5109. Reserved.
  - § 5110. Decisions of the Hearing Officer.
  - § 5111. Finality of Decisions.
  - § 5112. Appeal to Appeal Panel relative to Method, Solicitation, or Award.
  - § 5113. Reserved.
  - § 5114. Appeal to Appeal Panel of Debarment or Suspension.
  - § 5115. Review of Award Pending Protest or Appeal.
  - § 5116. Reserved.
- Appendices A-D.

**§ 5101. Appeal Panel.** (a) A three-person Appeal Panel, designated by I Maga Hagan Guahan shall be constituted to administratively consider appeals from decisions of the Executive Manager, as allowed by these Concession Policies and Procedures. Prior to any solicitation for a concession agreement, GIAA shall enter a memorandum of understanding with I Maga Hagan Guahan to constitute such panel, which shall include the Director of the Department of Administration, the Chief Procurement Officer of the General Services Agency and the General Services Agency Procurement Counsel. If one or more of these positions are vacant or there is a conflict of interest precluding an individual's designation or participation at any time I Maga Hagan Guahan makes such designation, then I Maga Hagan Guahan may appoint any other appropriate individual employed within the Executive Branch of the Government of Guam, provided at least one individual is an attorney employed by Government of Guam Executive Branch.

(b) GIAA shall designate administrative staff responsible for handling any Appeal, and for supporting the needs of the Appeal Panel. These staff members shall be called the "Designated GIAA Staff."

(c) GIAA shall provide the necessary facilities for all proceedings required in an appeal.

(d) GIAA shall maintain records of every Appeal, including a complete docket of all documents filed concerning an Appeal, which shall be publicly posted on GIAA's website while an Appeal is ongoing and for a least 6 months following the final decision related to any Appeal.

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(e) GIAA shall bear all administrative costs concerning Appeals under this section, including for providing necessary facilities, maintaining an electronic and physical docket with all documents filed concerning an Appeal, and for any audio or other recordings for any hearings.

(f) The Appeal Panel shall be an ad hoc committee, and is not intended to be a Public Agency within the meaning of the Guam Open Government Law.

**§ 5101.1 Appointment and Authority of the Hearing Officer.** For any hearing required under this Article, the Appeal Panel shall appoint its attorney member as the Hearing Officer related to the Appeal. The Hearing Officer shall receive written, oral, or otherwise presented testimony, evaluate such testimony and make recommendations to the Appeal Panel. No prior determination shall be final or conclusive. The Hearing Officer has the power, among others, to:

- (a) Hold informal conferences to settle, simplify, or fix the issues in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceeding either by consent of the parties or *sua sponte*;
- (b) Require parties to state their positions with respect to the various issues in the proceeding;
- (c) Require parties to produce for examination those relevant witnesses and documents under their control;
- (d) Rule on motions, and other procedural items on matters pending before such officer;
- (e) Regulate the course of the hearing and conduct of participants therein;
- (f) Receive, rule on, exclude, or limit evidence, and limit lines of questioning or testimony which are irrelevant, immaterial, or unduly repetitious;
- (g) Fix time limits for submission of written documents in matters before such officer;
- (h) Impose appropriate sanctions against any party or person failing to obey an order under these procedures, which sanctions may include:
  - (1) Refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting that party from introducing designated matters in evidence;
  - (2) Excluding all testimony of an unresponsive or evasive witness;
  - (3) Expelling any party or person from further participation in the hearing; and
  - (4) Taking official notice of any material fact not appearing in evidence in the record, if such fact is among the traditional matters of judicial notice.
- (i) Compel attendance and testimony of and production of documents by any employee of the government of Guam, including any employee of any autonomous agency, public corporation or board or commission;
- (j) Consider testimony and evidence submitted by any competing proposer or Concessionaire of the protestant or appellant; and
- (k) Make written recommendations concerning any findings of fact or conclusions of law necessary for a final decision by the Appeal Panel.

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**§ 5102. Definitions.** As used in this Article, unless the context in which they are used requires a different meaning, the following definitions shall apply.

- (a) *Appeal* means an appeal of a decision of the Executive Manager to the Appeal Panel in accordance with these Concession Policies and Procedures.
- (b) *Appellant* means an aggrieved person who appeals a decision of the Executive Manager to the Appeal Panel.
- (c) *Designated GIAA Staff* mean those GIAA employees designated by GIAA to administratively support the Appeal Panel, who shall have no involvement, directly or indirectly, with GIAA's defense, response, or other litigation-related-action concerning an Appeal pending before the Appeal Panel.
- (d) *GIAA Administrative Offices* means the Executive Offices of the A.B. Won Pat International Airport Authority, Guam located at 355 Chalan Pasaheru, Tamuning, Guam 96913 on the 3<sup>rd</sup> floor.
- (e) *Hearing Officer* means the attorney member of the Appeal Panel designated pursuant to Section 5101.1 to *inter alia* preside over a hearing on an Appeal.
- (f) *Interested Party* means a Concessionaire or an actual or prospective Proposer who appears to have a substantial and reasonable prospect of receiving an award if the Appeal is denied.
- (g) *Protestor* means any actual or prospective Proposer or Concessionaire who is aggrieved in connection with the Solicitation or Award of a Concession Agreement and who filed a protest, or who has received a notice of suspension or debarment. Such a Protestor is sometimes referred to herein as an "aggrieved person."
- (h) *Prospective proposer* means a Person who will actually submit a proposal in response to a RFP, and would provide a Concession if such Person would prevail in the Appeal.
- (i) *File and submit* mean receipt by the Administration Offices of GIAA, as the case may be.
- (j) In computing any period of time prescribed by these rules, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, a Sunday, a Government of Guam holiday, in which event a period extends until the end of the next day which is not a Saturday, a Sunday, a legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, legal holidays shall be excluded in the computation.

**§ 5103. Jurisdiction of the Appeal Panel; Exhaustion of Remedies.**

- (a) **Jurisdiction.** The Appeal Panel shall have the power to review and determine *de novo* any matter properly submitted to it. The Appeal Panel or the Hearing Officer shall have the power to compel attendance and testimony of, and production of documents by, any employee of the government of Guam, including any employee of any autonomous agency, public corporation or board or commission. The Appeal Panel may consider testimony and evidence submitted by any party to the Appeal.

**§ 5104. Form and Filing of Appeal.**

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- (a) **When Filed.** Appeals shall be made in writing to the Executive Manager and shall be filed in triplicate. An Appeal is considered filed when received by the GIAA Administrative Offices, which shall cause evidence of the date of filing to be stamped upon each Appeal and triplicate. Appeals filed after the allowable filing period set forth in statute or these rules shall not be considered.
- (b) **Form.** To expedite handling of Appeals, the envelope, transmittal letter, and the actual Appeal shall be labeled “Antonio B. Won Pat International Airport Authority Guam Concession Solicitation Appeal”. The written Appeal shall be in substantially the same format as **Appendix A** to this Article, and include at a minimum the following:
- (1) The name, mailing and business address of the Appellant;
  - (2) Appropriate identification of the Solicitation, and, if a contract has been awarded, its number; a concise, logically arranged, and direct statement of the grounds for Appeal;
  - (3) A statement specifying the ruling requested;
  - (4) Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for Appeal unless not available within the filing time in which case the expected availability date shall be indicated;
  - (5) A copy of the final decision on the protests or contract disputes or debarment action that are being Appealed; or copy of the request for final decision and any agreement to extend the decision deadline;
  - (6) An Appeal shall be signed by an Appellant, by an officer of the Appellant, or by the Appellant’s duly authorized representative or attorney, and the facts therein verified.
  - (7) A protest may be dismissed for failure to comply with any of the requirements of this section.
- (c) **Notice of Appeal, Submission of Report and Time for Filing of Comments on Report.**
- (1) The Appellant shall file a copy of the Appeal, and all supporting documents with the GIAA Administrative Offices. It shall be the duty of the Executive Manager to give notice of the Appeal to counsel for the Authority.
  - (2) The Executive Manager shall give notice of the Appeal to the Concessionaire if award has been made or, if no award has been made, to all Interested Parties; shall instruct said parties to communicate directly with the GIAA Administrative Offices regarding the status of the Appeal, and directly with the Executive Manager as allowed by law regarding the protested Solicitation.
  - (3) The Executive Manager shall submit to the Appeal Panel a complete copy of the Solicitation Record relevant to the Appeal within five (5) working days of receiving notice of an Appeal, in chronological order where practicable, numbered sequentially, tabbed, and indexed to identify the contents. It shall additionally submit an answer to the Appeal in the form of a detailed Agency Report, and shall furnish a copy of the report to the Appellant. This Agency Report shall comply to the requirements of § 5105 of this Article. The Agency Report shall be submitted within ten (10) working

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- days of receipt of by the Executive Manager of the notice of Appeal. The Agency Report shall be submitted within twenty (20) days of receiving the notice of Appeal or notice of Appeal of a Debarment.
- (4) Comments on the Agency Report by an Appellant or an Interested Party, including testimony and evidence by any competing proposer or Concessionaire of the Appellant, shall be filed with the GIAA Administrative Offices within ten (10) days after receipt of the report. Any rebuttal by GIAA Management shall be filed with the GIAA Administrative Offices within five (5) working days after receipt by the Appeal Panel of the comments to which rebuttal is directed, with a copy to the Appellant. Unsolicited rebuttals by GIAA shall be considered if filed within five (5) working days after receipt by the GIAA Administrative Offices of the comments to which rebuttal is directed.
  - (5) The failure of an Appellant or any Interested Party to comply with the time limits stated in this section may result in resolution of the Appeal without consideration of the comments untimely filed.
  - (6) If the Appellant or GIAA considers that the Appeal, the Solicitation Record, the Agency Report, or any other report or material submitted contains material which shall be withheld pursuant to law or regulation, a statement advising of this fact must be affixed to the front page of the document and the allegedly exempted information must be so identified wherever it appears.
  - (7) Requested Information Time for Filing. In order to expedite consideration of the Appeal, any additional information requested by the Hearing Officer shall be submitted within five working (5) days of receipt of such request unless another time is established in the request. Failure of any party to comply expeditiously with a request for information by the Hearing Officer may result in resolution of the Appeal without consideration of any information, which is untimely filed pursuant to such request.
  - (8) After notice of an Appeal to the Appeal Panel has been filed a party may not discontinue such Appeal without prejudice, except as authorized by the Appeal Panel.

**§ 5105. Agency Report.** The Agency Report shall be arranged in chronological order where practicable, numbered sequentially, tabbed, and indexed to identify the contents of the file and shall include the following, if not already submitted to the GIAA Administrative Offices as part of the Solicitation Record required by § 3114 of these Policies and Procedures:

- (a) A copy of the protest;
- (b) A copy of the proposal submitted by the Appellant and a copy of the proposal that is being considered for award or the proposal being protested, if any had been submitted prior to the protest;
- (c) A copy of the Solicitation;
- (d) A copy of the abstract of proposals or relevant or portions thereof relevant to the protest;
- (e) Any other documents which are relevant to the protest; including the Concession Agreement, if one has been awarded, and all amendments;

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(f) The decision from which the Appeal is taken, if different than the decision submitted by Appellant;

(g) A statement answering the allegation of the Appeal and setting forth findings, actions, and recommendations in the matter together with any additional evidence or information deemed necessary in determining the validity of the Appeal. The statement shall be fully responsive to the allegations of the Appeal;

(h) If the award was made after receipt of the protest, the report will include the determination required under § 4101(g) of these Policies and Procedures; and

(i) A statement in substantially the same format as **Appendix B** to this Article, indicating whether the matter is the subject of a court proceeding.

**§ 5106. Making Information on Appeals Available.** GIAA shall, upon written request, make available to any Person information submitted that bears on the substance of the Appeal except where information is proprietary, confidential, or otherwise permitted or required to be withheld by law or regulation or these Policies and Procedures. Persons who wish to keep such information submitted by them confidential shall so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

**§ 5107. Ex Parte Communications with Hearing Officer.**

(a) **No Ex Parte Communications.** No Person directly or indirectly involved in an Appeal shall communicate with the Appeal Panel or the Hearing Officer regarding any evidence, explanation, analysis, or advice, whether written or oral, regarding any matter at issue in an Appeal except:

(1) At a hearing; or

(2) With the written consent of all other parties or their counsel in such matters; or

(3) In the presence of all other parties or their counsel in such matters;

(4) By means of papers provided for or allowed by these rules or by law; Or

(5) Designated GIAA Administrative Staff shall maintain a record for every appeal, and may communicate with the Appeal Panel concerning the records maintained for the appeal.

(b) **Unrelated Matters.** Nothing in this rule shall prevent the Appeal Panel and GIAA staff from entertaining questions or complaints that are not related to the substance of a pending Appeal. Appeal Panel members and Hearing Offices shall report communications regarding a pending Appeal to all the parties in the pending Appeal.

**§ 5108. Hearings Procedures.**

(a) **Request for Hearing.** In all Appeals to the Appeal Panel of suspension or debarment, a hearing shall be conducted. In all other Appeals, the parties shall either request a hearing in writing or waive their right to a hearing and submit the case on the record without a

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hearing. Request for a hearing shall be made prior to the expiration of the time period allowed for filing comments on the Agency Report and shall be in a form substantially similar to **Appendix D** to this Article. Except in unusual circumstances found by the Appeal Panel, requests for a hearing received after such time will not be honored.

- (b) **Time and Place for Hearings.** Hearings shall be held at the place set by the Hearing Officer. The time for hearings shall be set by the Hearing Officer. Ordinarily, only one hearing will be held on an Appeal. Such hearing may be held by telephone conference call or other means at the discretion of the Hearing Officer.
- (c) **Notice of Hearing.** The Hearing Officer shall send a written notice of the time and place of the hearing to the Appellant and to the Executive Manager at least ten (10) days prior to the hearing unless the parties agree on a shorter period. It shall be the duty of each of these entities to notify its own counsel. Notice shall be sent by the Hearing Officer by certified mail, return receipt requested, or by any other method that provides evidence of receipt, and shall state the nature and purpose of the proceedings, and shall substantially follow the format of **Appendix C** of this Article. The notice shall also state that the Appellant may be represented by counsel. Notices of hearings shall be promptly acknowledged by the parties. The Hearing Officer can require attendance of parties he or she deems appropriate.
- (d) **Hearing Proceedings.** Hearings shall be as informal as may be reasonable and appropriate under the circumstances and shall not be bound by statutory rules of evidence or by technical or formal rules of procedure except as provided by Guam law and the Concession Policies and Procedures. The testimony presented shall be written, oral or otherwise. The weight to be attached to evidence presented in any particular form will be within the discretion of the Hearing Officer. Stipulations of fact agreed upon by the parties may be regarded and used as evidence at the hearing. The parties may stipulate to the testimony that would be given by a witness if the witness were present. The Hearing Officer may require evidence in addition to that offered by the parties. Where not otherwise provided for by these Concession Policies and Procedures or statute, and where not inconsistent herewith, hearings shall be conducted in accordance with the Administrative Adjudication Law in Chapter 9 of Title 5, Guam Code Annotated, including those provisions on subpoenas and contempt.
- (e) **Record of Hearings.** A hearing shall be recorded by GIAA, at GIAA's cost, but need not be transcribed, except at the request and expense of the person making the request. The audio recording, together with the written record of the time, place, and persons present, identification of any written evidence presented, and copies of all written statements and a summary of the hearing shall be sufficient record. An audio copy of the recorded hearing shall be made available to the parties in electronic or digital format.

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- (f) **Opening Statements.** Opening statements may be made unless a party waives this right, subject to time limits that may be set by the Hearing Officer.
- (g) **Public Hearings.** Hearings shall be open and accessible to the public.
- (h) **Judicial Notice.** In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact that may be judicially noticed by the courts of Guam. Parties present at the hearing shall be informed of the matters to be noticed, and these matters shall be noted in the record, referred to therein, or appended thereto. Any such party shall be given a reasonable opportunity on request to refute the officially noticed matters by evidence or by written or oral presentation of authority, subject to time constraints imposed by the Hearing Officer.

**§ 5109. Reserved.**

**§ 5110. Recommendation of the Hearing Officer.**

- (a) **Time.** Within thirty (30) days of a hearing on an Appeal or after the parties have formally waived a hearing in accordance with § 5108(a) of these Policies and Procedures, the Hearing Officer shall issue a final written recommendation to the Appeal Panel, who shall within fourteen (14) days of receipt of such recommendation act by majority to either affirm or reverse, in whole or in part, the decision of the Executive Manager on Appeal.
- (b) **Distribution.** A copy of any final decision on an Appeal shall be immediately mailed via certified mail, return receipt requested, or furnished by any other method that provides evidence of receipt, to the Appellant, to any other participating party and to the Executive Manager. All decisions shall be posted on the GIAA website within ten (10) days of issuance.

**§ 5111. Finality of Decision.**

- (a) **Board Action.** Within 14 days of a Hearing Officer's Recommendation concerning an appeal under this Article, the Appeal Panel shall meet on the record of any Appeal and either confirm, deny or modify the recommendation of the Hearing Officer. The Appeal Panel's final decision, which shall be made part of the record, shall be in writing and shall recite the evidence relied upon which the decision is based.
- (b) **Appeal.** Any Person receiving an adverse recommendation, including GIAA, by the Hearing Officer may seek reconsideration, in writing, before the Appeal Panel prior to their action to confirm, deny or modify the recommendation. Such request for reconsideration shall be filed at the GIAA Administrative Offices within 7 calendar days of the Hearing Officer's recommendation. Any interested party may respond to such request for reconsideration by the Appeal Panel in writing within 4 calendar days of receipt.

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- (c) **Standard of Review.** Any determination of an issue or a finding of fact by the Hearing Officer shall be final and conclusive unless found to be arbitrary, capricious, fraudulent, clearly erroneous, or contrary to law. Any decision of the Hearing Officer, including any determination regarding the application or interpretation of Guam law and the Concession Policies and Procedures, shall be entitled to great weight and the benefit of reasonable doubt, although it shall not be conclusive on the Appeal Panel.

**§ 5112. Appeal Relative to Method, Solicitation, or Award.** A Protestor may Appeal a decision under § 4101(h) relative to the protest of a method of selection, a Solicitation, an award of a Concession Agreement or regarding entitlement to costs, within fifteen (15) days of receipt by the Protestor of the decision. The Hearing Officer shall determine whether a decision on the protest of method of selection, Solicitation or award of a Concession, or entitlement to costs is in accordance with applicable statutes, regulations, these Policies and Procedures, and the terms and conditions of the solicitation.

**§ 5113. Reserved.**

**§ 5114. Appeal of Debarment or Suspension.**

This section applies to Appeals of debarment or suspensions of persons from consideration for award of Concession Agreements imposed by the Executive Manager. An aggrieved person may Appeal a suspension or debarment action within sixty (60) days of receipt of a decision under subsection § 4102 of these Policies and Procedures. The Appeal Panel shall review actions between GIAA and a person who is subject to a suspension or debarment proceeding, to determine whether, or the extent to which the debarment or suspension was imposed on a contractor in accordance with applicable statutes, regulations, these Policies and Procedures, and the best interest of GIAA, and was fair. A decision on Appeal of a suspension or debarment shall set for the reasons for such action and shall inform the debarred or suspended person involved of his right to judicial review as provided in these Policies and Procedures and Article 4 (Legal and Contractual Remedies) of these Policies and Procedures.

**§ 5115. Review of Award Pending Protest or Appeal.**

- (a) Any Protestor may protest a determination by the Executive pursuant to § 4101(g) of these Policies and Procedures that award of a Concession Agreement without delay pending Appeal is necessary to protect the substantial interests of GIAA. Said protest must be filed in writing at the Appeal Panel within two (2) days of receipt by Protestor of the notice of determination. The Appeal Panel shall either confirm or reject the determination during a duly noticed meeting of the Appeal Panel.
- (b) After an Appeal is filed with the Appeal Panel relative to method of selection, solicitation, or award pursuant to § 4101(h) of these Policies and Procedures, the hearing officer shall make a recommendation to confirm or reject any determination by the Executive Manager

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pursuant to § 4101(g) that award of a Concession Agreement without delay pending Appeal is necessary to protect the interests of GIAA.

(c) Reserved.

(d) Any additional information requested by the Hearings Officer shall be submitted within the time periods established by the requesting source in order to expedite review. Failure of any party to comply expeditiously with a request for information by the Hearings Officer may result in a recommendation by the Hearing Officer without consideration of any information that is untimely filed pursuant to such request.

**§ 5116. Reserved.**

DRAFT

1 *Appendix C: Notice of Hearing Form*

2 **APPEAL**

3 **GIAA CONCESSION POLICIES AND PROCEDURES**

4 )  
5 In the Appeal of )

**NOTICE OF HEARING**

6 )  
7 \_\_\_\_\_ )  
(Name of Company), APPELLANT )  
8 \_\_\_\_\_ )

9  
10 You are hereby notified that a hearing will be held before the Hearing Officer for Appeals  
11 at the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the hour of \_\_\_\_\_,  
12 relative to the above referenced Appeal. You may be present at the hearing; may, but need not  
13 be, represented by counsel; may present any relevant evidence; and will be given full opportunity  
14 to cross-examine all witnesses testifying against you. You are entitled to the issuance of  
15 subpoenas to compel the attendance of witnesses and the production of books, documents or  
16 other things by applying to the Hearing Officer for the Appeal Panel.  
17

18 Please acknowledge receipt of this Notice and return it to the GIAA Administrative  
19 Offices.

20 **Acknowledged receipt:**

21 \_\_\_\_\_  
22 Receiver's Signature

23 \_\_\_\_\_  
24 Print Name

25 \_\_\_\_\_  
26 Date

*Appendix D: Hearing Request/Waiver Form*

**APPEAL**

**GIAA CONCESSION POLICIES AND PROCEDURES**

**HEARING REQUEST/WAIVER**

In the Appeal of

\_\_\_\_\_  
(Name of Company), APPELLANT

Please select one:

The undersigned party does hereby request a hearing on the appeal stated above.

The undersigned party does hereby waive his/her right to a hearing and is submitting the appeal stated above on record without a hearing.

Submitted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By: (Please select one)

\_\_\_ APPELLANT

\_\_\_ GIAA

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

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- § 6101. Definitions of Terms Used in this Article.
- § 6102. Purpose and Policy.
- § 6103. General Ethical Standard for Non-GIAA Employees.
- § 6104. Criminal Sanctions.
- § 6105. Ethical Standard - Conflicts of Interest.
  
- § 6106. Ethical Standard – Gratuities, Kickbacks and Favors
- § 6107. Ethical Standard - Contingent Fees
- § 6108. Employment Prohibitions and Restrictions.
- § 6109. Use of Confidential Information
- § 6110. Civil and Administrative Remedies Against Employees Who Breach Ethical Standards
- § 6111. Civil and Administrative Remedies Against Non-Employees who Breach Ethical Standards.
- § 6112. Recovery of Value Transferred or Received in Breach of Ethical Standards.
- § 6114. Ethics Enforcement.

**§ 6101. Definitions of Terms Used in this Article.**

- (a) *Bona Fide Employee* means an individual employed by a prospective proposer and subject to the prospective proposer’s supervision and control as to the time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain a Concession Agreement. In determining whether a bona fide employment relationship exists, the following factors should be considered:
  - (1) whether the employment is continuous;
  - (2) whether the person is subject to the supervision and control of the prospective offeror or proposer;
  - (3) whether the size of any contingent fee is reasonable in relation to the services performed;
  - (4) whether the method of payment of the contingent fee is customary in the trade; and
  - (5) whether the person is employed solely by the prospective offeror or proposer.
- (b) *Bona Fide Established Commercial Selling Agency* means a Person that neither exerts nor proposes to exert improper influence to solicit or obtain a Concession Agreement. In determining whether a Person is a Bona Fide Established Commercial Selling Business, the following factors should be considered:
  - (1) whether the Person is one which has either been active for a considerable period of time or is presently a going concern and is likely to continue as such;
  - (2) whether the Person uses its own name and is characterized by the customary indicia of the conduct of a regular business;
  - (3) the degree to which the Person’s activities are directed toward the solicitation of

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Concessions;

- (4) whether the size of any contingent fee is reasonable in relation to the services performed; and
- (5) whether the method of payment to the contingent fee is customary in the trade.

**§ 6102. Purpose and Policy.**

- (a) **Purpose.** This Article prescribes the standards of conduct for Government Employees in general and establishes specific standards of conduct for non-government employees with regard to Solicitations.
- (b) **Policy.** Public employment is a public trust. It is the policy of GIAA to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by GIAA. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service. Government Employees must discharge their duties impartially so as to assure fair competitive access to Solicitations by responsible proposers. Moreover, Government Employees should conduct themselves in such a manner as to foster public confidence in the integrity of the Solicitation process. To achieve the purpose of and uphold the policies of this Article, it is essential that those seeking Concession opportunities at GIAA also observe the ethical standards prescribed herein.

**§ 6103. General Ethical Standard for Non-Government Employees.**

- (a) **No Influence.** Any effort to influence any Government Employee to breach the standards of ethical conduct set forth in this Article or 4 GCA Chapter 15 is also a breach of ethical standards.
- (b) **Required Declaration.** Every proposer shall submit a declaration regarding the ethical standard not to influence Government Employees. Such declaration shall be in a form established by GIAA.
- (c) **Required Clause.** The following clause shall be conspicuously set forth in every Solicitation and Concession Agreement:

REPRESENTATION REGARDING ETHICAL  
STANDARD NOT TO INFLUENCE GOVERNMENT EMPLOYEES

Proposer or Concessionaire represents that it has not knowingly influenced and promises that it will not knowingly influence a Government Employee to breach any of the ethical standards set forth in Article 6 of the GIAA Concession Policies and Procedures or 4 GCA Chapter 15 (Standard of Conduct for Elected

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Officers, Appointed Officers, and Public Employees of the Government Of Guam).

**§ 6104. Criminal Sanctions.** To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of Title 9 GCA (Crimes and Corrections), they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth in this Article.

**§ 6105. Ethical Standard – Government Employee Conflicts of Interest.**

- (a) **(Conflict of Interest.** It shall be a breach of ethical standards for any Government Employee to participate directly or indirectly in a Solicitation when the Government Employee knows that:
- (1) the Government Employee or any member of the Government Employee's Immediate Family has a Financial Interest pertaining to the Solicitation;
  - (2) a Business in which the Government Employee, or any member of the Government Employee's Immediate Family has a Financial Interest, has a Financial Interest pertaining to the Solicitation; or
  - (3) any Person with whom the Government Employee or any member of the Government Employee's Immediate Family is negotiating or has an arrangement concerning prospective employment has a Financial Interest in the Solicitation.
- (b) **Financial Interest in a Blind Trust.** Where a Government Employee or any member of the Government Employee's Immediate Family holds a Financial Interest in a Blind Trust, the Government Employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that Financial Interest, provided that disclosure of the existence of the Blind Trust has been made to the Civil Service Commission.
- (c) **Discovery of Actual or Potential Conflict of Interest, Disqualification, and Waiver.** Upon discovery of an actual or potential conflict of interest, a Government Employee shall promptly file a written statement of disqualification with the Executive Manager and shall withdraw from further participation in the Solicitation. The Government Employee may, at the same time, apply to the Civil Service Commission pursuant to 5 GCA 5676(b) for an advisory opinion as to what further participation, if any, the employee may have in the Solicitation.
- (d) **Notice.** Notice of this prohibition shall be provided in accordance with regulations promulgated by the Civil Service Commission.
- (e) **Application for a Waiver of Prohibition Against Conflict of Interest.**
- (1) Application for Waiver. (Reserved).
  - (2) Grant or Denial of Waiver. The Civil Service Commission, may grant a Government

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Employee and/or the Concessionaire a waiver of the conflict of interest prohibition where the interests of the GIAA so require or when the ethical conflict is insubstantial or remote.

Prior to granting or denying a waiver, the Civil Service Commission shall make such investigation as it may deem appropriate and which is not in violation of the Government Employee's or the Concessionaire's rights, privileges, and immunities. Factors to be considered by the Civil Service Commission when determining whether to grant a waiver shall include:

- (i) the degree of involvement of the Government Employee or Concessionaire;
- (ii) the size and character of the Financial Interest of the Government Employee or a member of such employee's Immediate Family or a Concessionaire which relates to the particular Solicitation;
- (iii) the likelihood of the appearance of impropriety;
- (iv) the availability of prospective proposers with which a Concession Agreement would not present a conflict; and
- (v) the extent to which GIAA's interests will be affected by a waiver.

§ 6106. Reserved

§ 6107. Ethical Standard – Gratuities and Kickbacks.

- (a) **Gratuities.** It shall be a breach of ethical standards for any person to offer, give, or agree to give any Government Employee or former Government Employee, or for any Government Employee or former Government Employee to solicit, demand, accept, or agree to accept from another Person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a Solicitation, influencing the content of any Solicitation standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any Concession or a Concession Agreement, or to any Solicitation or proposal therefor.
- (b) **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the Concessionaire or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.
- (c) **Contract Clause.** The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefor.
- (d) **Favors to the Government of Guam.** For purposes of this subsection, a favor is anything, including raffle tickets, or more than de minimis value and whether intended for the

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personal enjoyment of the receiver or for the department or organization in which they are employed or for any person, association, club or organization associated therewith or sponsored thereby. It shall be a breach of ethical standards for any person who is or may become a Concessionaire, a subcontractor under a Concession Agreement to the Concessionaire, or any person associated therewith, to offer, give or agree to give any Government Employee or agent of the government of Guam or for any Government Employee or agent of the government of Guam to solicit or accept from any such person or entity or agent thereof a favor or gratuity on behalf of the government of Guam whether or not such favor or gratuity may be considered a reimbursable expense of the government of Guam, during the pendency of any Solicitation.

(e) **Intentionally Omitted.**

(f) **Gratuities Prohibition.**

- (1) Breach. It is a breach of § 6107(a) (Gratuities and Kickbacks - Gratuities) of these Policies and Procedures:
  - (i) for any Person to offer, give, or agree to give any Government Employee or former Government Employee a gratuity of offer of employment; or
  - (ii) for any Government Employee or former Government Employee to solicit, demand, accept, or agree to accept a gratuity or an offer of employment; provided that the gratuity or offer of employment is in relation to a particular matter in accordance with § 6107(f)(2) of these Policies and Procedures, and pertains to any Concession, Concession Agreement, subcontract, or Solicitation or proposal therefor.
- (2) Relationship of Gratuity. In addition, the gratuity or offer of employment must be made in relation to any proceeding or application, request for a ruling, determination, claim or controversy, or other particular matter, to constitute a breach, and in connection with any:
  - (i) decision;
  - (ii) approval;
  - (iii) disapproval;
  - (iv) recommendation;
  - (v) preparation of any part of a Solicitation;
  - (vi) action to influence the content of any Solicitation;
  - (vii) rendering of advice;
  - (viii) investigation;
  - (ix) auditing; or
  - (x) other advisory capacity.
- (3) Family. This prohibition extends to the giving of gratuities to anyone on the Government Employee's or former Government Employee's behalf such as a member of the Government Employee's or former Government Employee's Immediate Family.

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- (g) **When Prohibition Against Gratuities not Applicable.** Section 6107(a) (Gratuities and Kickbacks-Gratuities) of these Policies and Procedures does not prohibit:
- (1) the solicitation or acceptance of anything of monetary value from a friend, parent, spouse, child, or other close relative when the circumstances make it clear that the motivation for the transaction is unrelated to any Solicitation or Solicitation requirement with GIAA and is based upon a personal or family relationship;
  - (2) the participation in the activities of, or the acceptance of an award for, a meritorious public contribution or achievement from a charitable, religious, professional, social, or fraternal organization, or from a non-profit educational, recreational, public service, or civic organization;
  - (3) acceptance only on current customary terms of finance of a loan from a bank or other financial institution for proper and usual activities of Government Employees, such as home mortgage loans; or
  - (4) acceptance of unsolicited advertising products or promotional material, such as pens, pencils, note pads, calendars, and other items under nominal value as described in § 1106(cc) (Definitions-Gratuity) of these Policies and Procedures.
- (h) **Payment of a Kickback.** The prohibition against kickbacks set forth in § 6107(b)11206(2) (Gratuities and Kickbacks-Kickbacks) of these Policies and Procedures applies whether a kickback is made prior to or after the award of a Concession Agreement.
- (i) **Contract Clause.** The following clause shall be conspicuously set forth in every Concession Agreement and Solicitation therefor:

REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The Proposer or Concessionaire represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in § 6107 (Gratuities and Kickbacks) of the GIAA Concession Policies and Procedures.

**§ 6108. Contingent Fees.**

(a) **Prohibition Against Contingent Fees.**

- (1) Contingent Fees. It shall be a breach of ethical standards for a Person to be retained, or to retain a Person, to solicit or secure a Concession Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of Bona Fide Employees or Bona Fide Established Commercial Selling Agencies for the purpose of securing a Concession.
- (2) Representation of Concessionaire. Every Person, before being awarded a Concession Agreement, shall represent, in writing, that such Person has not retained anyone in violation of Subsection (1) of this Section. Failure to do so constitute a breach of ethical standards.

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(3) Contract Clause. The representation prescribed in Subsection (2) of this Section shall be conspicuously set forth in every Concession Agreement and Solicitation therefor.

(b) **Intentionally Omitted.**

(c) **Influence Peddling.** The prohibition in § 6108(a)(1) (Prohibition Against Contingent Fees-Contingent Fees) of these Policies and Procedures covers influence peddling and particularly that which might occur when a former Government Employee is hired on contingent basis by a business seeking a Concession Agreement.

(d) **Relationship of Commercial Selling Agency to the Prospective Concessionaire.** The relationship between a Bona Fide Established Commercial Selling Agency and the prospective Concessionaire should be characterized by the following:

(1) the fees charged by the commercial selling agency are commensurate with the nature and extent of the business's services actually rendered to the prospective Concessionaire; (2) the commercial selling agency has adequate knowledge of the the prospective Concessionaire which it represents to judge whether the the prospective Concessionaire may be able to meet GIAA's requirements; and (3) the relationship between the commercial selling agency and the prospective Concessionaire is or is contemplated to be continuing.

(e) **Improper Influence.** A business employee or commercial selling agency should be conclusively presumed not to be bona fide if GIAA determines that improper influence has been or is being used to secure a Concession Agreement.

(f) **Solicitation Clause.** Every Solicitation for a Concession shall conspicuously set forth the following provision to be completed and submitted with every prospective Concessionaire's proposal:

PROSPECTIVE CONCESSIONAIRE'S REPRESENTATION REGARDING  
CONTINGENT FEES

The prospective Concessionaire represents as a part of its proposal that it has/has not (circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Concession.

(g) **Information on Contingent Fees.** Any prospective Concessionaire who has completed the clause set forth in § 6108(f) (Solicitation Clause) in the affirmative and is the apparently successful proposer shall submit the following information:

(1) the full name and business address of the business or person retained, and the type of business organization;  
(2) the relationship of the business or person to the prospective Concessionaire;

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- (3) the terms of the retention agreement or copy of such agreement;
  - (4) if such person is a business employee: (i) the duration of employment; (ii) whether that employee is on the Concessionaire's payroll for purposes of social security and federal or local income tax withholding; (iii) whether that employee represents other businesses and, if so, the names and addresses of such businesses;
  - (5) whether the business or person represents the prospective Concessionaire on: (i) both government and commercial business; (ii) only government business; or (iii) only the present Concession;
  - (6) the extent of the duties of the business or person; and
  - (7) the duration the business or person has been engaged in a particular type of work and has performed this type of work for the Concessionaire.
- (h) **Contract Clause.** The following clause shall be conspicuously set forth in every Concession Agreement and Solicitation therefor:

REPRESENTATION REGARDING CONTINGENT FEES

The Concessionaire represents that it has not retained a Person to solicit or secure a Concession Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of Bona Fide Employees or Bona Fide Established Commercial Selling Agencies for the purpose of securing a Concession.

**§ 6109. Employment Prohibitions and Restrictions.**

**(a) Restrictions on Employment of Present and Former Government Employees.**

- (1) Restrictions on Former Government Employees in Matters Connected with Their Former Duties.
  - (i) Permanent Disqualification of Former Government Employee Personally Involved in a Particular Matter. It shall be a breach of ethical standards for any former Government Employee knowingly to act as a principal, or as an agent for anyone other than GIAA, in connection with any:
    - 1. judicial or other proceeding, application, request for ruling, or other determination;
    - 2. Concession Agreement;
    - 3. claim; or
    - 4. charge or controversy; in which the former Government Employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while a Government Employee, where GIAA is a party or has a direct and substantial interest.
  - (ii) One year representation restriction regarding matters for which a former Government Employee was officially responsible. It shall be a breach of ethical standards for any former Government Employee, within after cessation of the

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former employee's official responsibility, knowingly to act as principal, or as an agent for anyone other than GIAA, in connection with any:

1. judicial or other proceeding, application, request for a ruling, or other determination;
  2. Concession Agreement;
  3. claim; or
  4. charge or controversy; in matters which were within the former Government Employee's official responsibility, where GIAA is a party or has a direct or substantial interest.
- (2) Disqualification of Business When a Government Employee has a Financial Interest. It shall be a breach of ethical standards for a business in which an Government Employee has a Financial Interest knowingly to act as a principal, or as an agent for anyone other than GIAA, in connection with any:
- (i) judicial or other proceeding, application, request for a ruling, or other determination;
  - (ii) Concession Agreement;
  - (iii) claim; or
  - (iv) charge or controversy; in which the Government Employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the Government Employee's official responsibility, where GIAA is a party or has a direct and substantial interest.
- (3) Selling to GIAA After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former Government Employee, unless the former Government Employee's last annual salary did not exceed \$12,000, to engage in selling to the GIAA for ninety (90) days following the date employment ceased. The term Sell as used herein means signing a proposal or Concession Agreement; negotiating a Concession Agreement; contracting any employee for the purpose of obtaining, negotiating, or discussing changes in a Solicitation or other terms of a Concession Agreement; settling disputes concerning performance of a Concession Agreement; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual Concession Agreement, therefore, is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former Government Employee from accepting employment with private industry solely because the former Government Employee's employer is a Concessionaire with GIAA nor shall a former Government Employee be precluded from serving as a consultant to GIAA.

**(b) Contemporaneous Employment Prohibition. (Reserved).**

**(c) Permanent Disqualification of Former Government Employee.**

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- (1) Personal and Substantial Participation. For the Government Employee to have “participated personally and substantially” in a matter, such employee's involvement must have been more than merely ministerial in nature. Factors to be considered in determining personal and substantial participation of a former government employee while a government employee shall include but are not limited to:
- (i) the former Government Employee's degree of involvement in the particular matter;
  - (ii) the degree of involvement of the former employee with a subordinate who had substantial participation in the matter;
  - (iii) the effect or appearance of the involvement of the former government employee; and
  - (iv) the relative time spent on the particular matter by the former government employee.
- (2) Matter must be a Particular Matter Involving Identifiable Parties. The activities listed in § 6109(a)(1)(i) (Restrictions on Employment of Present and Former Employees-Permanent Disqualification of Former Employee Personally Involved in a Particular Matter) of these Policies and Procedures generally describe matters in which issues are defined and parties are identified, such as specific proceedings affecting the legal rights of parties, or isolated transactions or related sets of transactions between identifiable parties. Matters of general application, such as regulation and policy formulation, are not intended to be covered under those activities listed under § 6109(a)(1)(i). Therefore, only a particular matter involving an identifiable party or parties is subject to the permanent prohibition set forth under § 6109(a)(1)(i).
- (3) The Same particular matter must be involved. The prohibition set forth in § 6109(a)(1)(i) (Restrictions of Employment of Present and Former Employees-Disqualification of Former Employee Personally Involved in a Particular Matter) of these Policies and Procedures applies only with regard to those same particular matters in which the former Government Employee participated personally and substantially while a government employee. In determining whether two particular matters are the same, the following factors should be considered:
- (i) the factual basis of the matters;
  - (ii) the relationship of the issues involved in each matter;
  - (iii) the identity of the parties involved in each matter; and
  - (iv) the continued existence of an important GIAA interest.
- (d) **One year restriction for a former Government Employee.**
- (1) Official responsibility.
- (i) Intentionally Omitted.
  - (ii) Scope. The scope of a Government Employee's Official Responsibility is determined by the territory's statutes, regulations, executive orders, case law, or job descriptions, or may result from the lawful delegation of another Government Employee's duties.

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- (iii) Requirement That Matters Have Been Actually Pending. In order for a matter to have been within a former Government Employee's Official Responsibility, it must have in fact been assigned to or under consideration by persons under the former Government Employee's Official Responsibility.
- (2) One year restriction. The one year restriction set forth in § 6109(a)(1) (Restrictions on Employment of Present and Former Employees-Restrictions on Former Employees in Matters Connected with Their Former Duties) of these Policies and Procedures is measured from the time the former Government Employee's Official Responsibility ended in a particular matter.
- (e) **Disqualification of a Business.**
- (1) Personal and Substantial Participation. Personal and substantial participation is discussed in § 6109(c)(1) (Permanent Disqualification of Former Government Employee-Personal and Substantial Participation) of this Article.
- (2) Official Responsibility. Official Responsibility is discussed in § 6109(d)(1) (One Year Restriction for a Former Government Employee- Official Responsibility) of this Article.
- (3) Determination of Business Knowledge. In ascertaining whether a business has knowledge that a Government Employee has a Financial Interest in that business for the purpose of applying the prohibition in § 6109(a)(2) (Restrictions on Employment of Present and Former Employees-Disqualification of a Business When an Employee Has a Financial Interest) of these Policies and Procedures, the factors to be considered should include the following:
- (i) the size of the business;
  - (ii) the percentage of ownership in the business by the Government Employee;
  - (iii) the nature of the dealings of the Government Employee with the business regarding such employee's Financial Interest; and
  - (iv) such other evidence as may be relevant and material.
- (f) **Prohibition Against Selling to the Territory.**
- (1) Prohibition; Applicability. Section 6109(a)(3) (Restrictions on Employment of Present and Former Employees-Selling to the Territory After Termination of Employment is Prohibited) of these Policies and Procedures, prohibits a former Government Employee whose annual salary exceeded \$12,000 from selling or attempting to sell to GIAA within ninety (90) days following the date employment ceases. This prohibition applies with regard to any Government Employee who used to be employed.
- (2) Sell Defined. Section 6109(a)(3) (Restrictions on Employment of Present and Former Employees-Selling to GIAA After Termination of Employment is Prohibited) of these Policies and Procedures, defines sell for the purpose of prohibiting selling to GIAA to mean:
- (i) signing a proposal or Concession Agreement;

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- (ii) negotiating a Concession Agreement;
  - (iii) contracting any employee for the purpose of obtaining, negotiating, or discussing changes in a Solicitation or other terms of a Concession Agreement;
  - (iv) settling disputes concerning performance of a Concession Agreement; and
  - (v) any other liaison activity with a view toward the ultimate consummation of a sale although the actual Concession Agreement, therefore, is subsequently negotiated by another person. Requests for information are not included within the term "Sell."
- (g) **Employment with a Concessionaire.** The ninety (90) days prohibition against selling contained in § 6109(f) of these Policies and Procedures shall not prohibit a former Government Employee from obtaining employment with a Concessionaire, but such employee shall not Sell to GIAA as defined in § 6109(f)(2) (Prohibition Against Selling to the Territory-Sell Defined.)

**§ 6110. Use of Confidential Information.**

It shall be a breach of ethical standards for any Government Employee or former Government Employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

**§ 6111. Civil and Administrative Remedies Against Employees Who Breach Ethical Standards. (Reserved).**

**§ 6112. Civil and Administrative Remedies Against Non-Employees who Breach Ethical Standards.**

- (a) **Existing Remedies Not Impaired.** Civil and administrative remedies against non-employees which are in existence on the effective date of these Policies and Procedures shall not be impaired.
- (b) **Supplemental Remedies.** In addition to existing remedies for breach of the ethical standards of this Article, GIAA, in connection with non-employees, may impose any one or more of the following: (a) written warnings or reprimands; (b) termination of transactions; and (c) debarment or suspension from being a Concessionaire under a Concession Agreement.
- (c) **Right to Recover From Non-Employee Value Transferred in Breach of Ethical Standards.** The value of anything transferred in breach of the ethical standards of this Article by a non-employee shall be recovered by GIAA.
- (d) **Right of the Territory to Debar or Suspend.** Debarment or suspension may be imposed by GIAA in accordance with these Concession Policies and Procedures (Authority to Debar or Suspend) for breach of the ethical standards of this Article, provided that such action

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may not be taken without the concurrence of the Attorney General.

- (e) **Due Process.** All procedures under this Section shall be in accordance with these Concession Policies.

**§ 6113. Recovery of Value Transferred or Received in Breach of Ethical Standards.**

- (a) **General Provisions.** The value of anything transferred or received in breach of the ethical standards of this Article by a Government Employee or non-employee may be recovered from both the employee and non-employee.
- (b) **Recovery of Kickbacks by the Territory.** Upon a showing that a subcontractor made a kickback to a Concessionaire or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the territory and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.



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

**EXECUTIVE SUMMARY**

**Draft Airport Lease Policy authorized by Public Law 38-21**

**November 13, 2025**

**Purpose**

To give notice, advise, and present to the GIAA Board the proposed policies and procedures for the solicitation, selection, award and operation of Airport Leases (“Lease Policies”) pursuant to § 1203.1(a)(2) of Article 2, Chapter 1, Title 12 of the Guam Code Annotated, which was authorized pursuant to Public Law 38-21 which are expected to be posted *no later than* the end of next week.

**Background**

Public Law 38-21 provides authority to the A. B. Won Pat International Airport Authority, Guam (GIAA) to adopt Lease Policies between the GIAA and any other party for the use of airport facilities and properties for airport purposes and/or visitor-related activities.

Specifically, relative to lease agreements, Public Law 38-21 provides that such agreements shall be authorized for a term of up to fifty (50) years and shall be subject to applicable Federal Aviation Administration (FAA) requirements for aeronautical and non-aeronautical uses to include rates charged for non-aeronautical uses at fair market value pursuant to GIAA requirements and policies and procedures adopted from time to time by the GIAA Board of Directors. Additionally, said policies and procedures shall not in any way authorize or permit gambling of any kind as defined in 9 GCA Chapter 64.

**Overview: Proposed Lease Policies Adoption Process**

Pursuant to Public Law 38-21 and applicable local and federal laws and requirements, prior to the adoption or any amendment of Lease Policies by the GIAA Board of Directors, the GIAA shall:

1. Prepare a fiscal assessment, which shall be posted with a copy of said policies and procedures on its website;
2. Allow for no less than thirty (30) calendar days for public comment;
3. Hold a public hearing noticed pursuant to 5 GCA § 8107 (Open Government Law) and held no sooner than thirty (30) calendar days after posting of the fiscal assessment and policies and procedures;
4. Be subject to applicable federal laws and regulations;
5. Be subject to the GIAA’s bond covenants; and
6. Ensure that any agreement between the Authority and any airline offering service to Guam shall charge the airline using the Antonio B. Won Pat International Air Terminal

facilities rates sufficient to cover the operating expenses of the air terminal and debt service coverage of the bonds authorized to be issued; and

7. Be compliant with the requirement that no one (1) or more airlines shall be unreasonably discriminated against in comparison with any other similarly situated airline.

### **Summary: Airport Lease Policy**

The purpose of these proposed Lease Policies is to provide standard policies and procedures governing the selection, award, and operation of airport leases, as may be amended from time to time, and in conformity with industry practices. This purpose includes the distinguishing between different categories of Leases, and the basis for corresponding differences in policy approach.

The proposed Lease Policies divided into five (5) Articles to include:

1. General Provisions
2. Compliance with Federal Requirements
3. Airline Agreements
4. Other Leases
5. Ethics in Public Contracting

**Article 1: General Provisions** includes the Purpose, Policy, Objectives, Classification of Leases, Methods of Solicitation & Contracting, Scope and Policy, Requirement of Good Faith, and Definitions.

**Article 2: Compliance with Federal Requirements** requires that all solicitations comply with all federal laws and regulations that are applicable to the GIAA. Federal laws and FAA regulations that refer to airport lease arrangements are generally consistent with GIAA's policy in terms of fair and equitable treatment, financially self-sustainable, and generally consistent with industry practices.

**Article 3: Airline Agreements** provisions cover general provisions, contracting method and agreement formation, airline rates and charges, signatory airline preference are Not discriminatory, new signatory airlines, and other terms unique to airlines, i.e. regular coordination meetings, interim amendments, etc.

**Article 4: Other Leases** of airport property to persons not engaged in air transportation or concession activity. These other leases may be for land, buildings, or both that may be available for a potentially wide variety of uses – not the specialized and restricted categories of providing Air Transportation and selling goods and services to users of the Airport. The two methods of solicitation of these leases are through an application for lease or request for proposals.

**Article 5: Ethics in Public Contracting** prescribes the standards of conduct for government employees in general and establishes specific standards of conduct for non-government employees with regards to solicitations.

### **Fiscal Assessment**

As previously indicated, statute requires that the GIAA prepare a fiscal assessment which shall be posted with a copy of the proposed Lease Policies on its website, allow for no less than thirty (30) calendar days for public comment, and to hold a public hearing noticed pursuant to 5 GCA § 8107 (Open Government Law).

The Fiscal Assessment shall directly address, at a minimum, the purpose and need for, the financial impact upon those persons or entities directly affected by, and the potential benefits expected to the GIAA by the proposed Lease Policies.

The GIAA is expecting to post both the proposed Lease Policies and the associated Fiscal Assessment *no later than* the end of next week.

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## AIRPORT LEASE POLICY

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### ARTICLE 1. GENERAL PROVISIONS

#### Section 1.01 Purpose.

The Government of Guam, through the Antonio B. Won Pat International Authority, Guam (“GIAA” or “Authority”), owns and operates the Antonio B. Won Pat International Airport, Guam. The purpose of this Airport Lease Policy is to provide standard policies and procedures governing the solicitation, selection, award, and operation of Airport Leases, as may be amended from time to time, and in conformity with industry practices and procedures. This purpose includes distinguishing between different categories of Airport Leases, and the basis for corresponding differences in policy approach.

#### Section 1.02 Policy

It is the policy of GIAA to promote efficiency and achieve the needs and best interests of GIAA in the award of Airport Leases by:

- (a) Developing sound policies and practices to achieve GIAA’s financial self-sustaining mandate;
- (b) Providing for public confidence in the procedures followed in the award of Airport Leases;
- (c) Exercising fair and equitable of all Persons who compete for Airport Leases;
- (d) Fostering effective broad-based competition within the free-enterprise system;
- (e) Providing safeguards for the maintenance of a solicitation procedures of quality and integrity.

### **Section 1.03 Objectives**

The primary objectives of GIAA in entering into lease agreements are:

- (a) Maximize revenue generation to GIAA without creating an undue financial burden on those contracting with GIAA.
- (b) Minimize the cost and expenses incurred by GIAA in operating and maintaining the Airport.
- (c) Maintain a fee and rental structure that will make GIAA as financially self-sustaining as possible.
- (d) Provide the highest quality and broadest range of services to Airport users.
- (e) Enhance the growth and development of the Airport as a regional aviation center.
- (f) Preserve investments in the Airport and the level of service provided by GIAA and its Airlines, Concessionaires, and others.
- (g) Facilitate orderly development of the Airport.
- (h) Ensure provisions of consistent quality of services provided at the Airport.
- (i) Ensure compliance with applicable laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application and acceptance of federal funds.

### **Section 1.04 Classification of Leases**

For purposes of this policy, Airport leases are classified in these categories:

- (a) **Airline Agreements.** The Airline Agreements provide for the use and occupancy of Airport facilities by certificated air carriers operating at the Airport. These agreements include lease of space, and rentals and fees to use the airfield and terminal building for airline operations.
- (b) **Other Leases.** The Other Leases are primarily leases for various property and buildings not directly associated with accommodating airline passengers, but important for GIAA revenue development.

### **Section 1.05 Methods of Solicitation & Contracting**

The types of leases vary, and the business considerations associated with individual leases within each category may vary, which is reflected in the policy approach to soliciting and administering Airport Leases. The general methods of soliciting and awarding contracts are:

- (a) **Request for Proposals**—the process of using an RFP to obtain competitive proposals, in the case where it is appropriate for multiple factors--such as qualifications, operating plan, and proposed fee—to be considered for selection.
- (b) **Application for Lease**—the process of considering an Application for a Lease, and negotiating the potential award, in the case where a competitive solicitation is not necessary or appropriate.

The policy basis for the appropriate use of each method of soliciting and awarding contracts, in relation to the different types of Airport businesses and tenants, is explained respectively in Article 3 Airline Leases and Article 4 Other Leases.

## **Section 1.06 Scope of Policy**

This Airport Lease Policy separately addresses each category of lease--Airline Agreements and Other Leases—in accordance with the different characteristics and requirements for each type. GIAA has a separate policy document concerning Concession Agreements.

## **Section 1.07 Requirement of Good Faith**

This Airport Lease Policy requires all parties involved in the solicitation, negotiation, performance, or administration of Airport Leases to act in good faith.

## **Section 1.08 Definitions**

Definitions of key terms used in this Airport Lease Policy are provided in the Definitions Appendix.

# **ARTICLE 2. COMPLIANCE WITH FEDERAL REQUIREMENTS**

## **Section 2.01 Compliance with Federal Requirements**

All Airport Leases shall be compliant with all federal law and regulations that are applicable to GIAA, and to the extent that such federal laws or regulations conflict with this Airport Lease Policy, the mandates of such federal laws or regulations shall prevail. Federal laws and FAA regulations that refer specifically to airport lease arrangements are generally consistent with GIAA's policy approach in terms of fair and equitable treatment and financially self-sustainable, and GIAA's policy is generally consistent with industry practices that have proven compliant with federal requirements.

# **ARTICLE 3. AIRLINE AGREEMENTS**

## **Section 3.01 General**

Airline Agreements are different from other forms of leases and are accordingly addressed separately for purposes of policy.

- (a) **Conditions Unique to Air Transportation and Airline Agreements.** Accommodating the Air Transportation provided by certificated air carriers ("Airlines") is the core mission of the Airport.
  - (1) **Airport Sponsor Obligation.** As the certificated operator of an FAA-regulated public-use airport (Airport Sponsor), GIAA is obligated to accommodate air carriers choosing or desiring to conduct Air Transportation operations at the Airport.
  - (2) **Air Service is Not Contracted.** Airlines are free to increase or decrease service levels (frequency of service, origin-destination pairs, and aircraft type), and enter and exit markets, at their own discretion. As a result, airport operators such as GIAA must maintain standing Airline Agreements for whomever is offering Air Transportation at any given time.

- (3) **Revenue to GIAA is Based on Activity.** Airlines determine their own service levels, and the Airline Agreements specify the rentals and fees to be paid based on the activity of each Airline, which will vary by Airline. Airlines do not bid or propose a specific amount of revenue to GIAA, but instead agree to pay for facilities they use based on their actual level of activity. GIAA manages the resulting aggregate generation of Airline revenue in relation to annual budgets and financial requirements. This means that, rather than a single solicitation bid or negotiation, the business arrangement involves and requires a practice of ongoing management and coordination.
- (b) **Conditions Specific to Airline Agreements.** Airline Agreements are more comprehensive than other typical Airport leases, because they must cover:
- i) **Aircraft Operations.** The use of the airfield for aircraft operations, including compliance with all relevant FAA requirements and standards.
  - ii) **Passenger Facilitation.** Airlines are responsible for processing Airport passengers, and ensuring passenger safety and security.
  - iii) **Facility Development, Use, and Occupancy.** Airlines, through their aircraft and passenger activities, are the primary drivers of the development, use, and occupancy of the core airfield and terminal facilities at the Airport.
  - iv) **Rentals and Fees.** Airline Agreements include a comprehensive set of rentals and fees to provide a fair and equitable cost recovery and revenue generation from a broad variety of facilities and activities, and a combination of exclusive use and joint use spaces.
- (c) **Financial Significance of Airline Agreements.** The development of Airport facilities is primarily in response to the Air Transportation requirements of airlines and their passengers. As a result, the Airline Agreements provide critical financial support for the Airport:
- (1) **Airfield Cost Recovery.** Airlines pay landing fees under the Airline Agreement to provide for the cost of developing and operating the airfield
  - (2) **Terminal Cost Recovery.** Together with revenue from Concession Agreements, the Airline Agreements provide for the cost of developing and operating the Terminal Building and associated landside facilities.
  - (3) **Airport Revenue Bond Debt Service Coverage.** While not the only source of revenue at the Airport, the Airline Agreements provide the foundation for revenue required to demonstrate revenue bond debt service coverage and support periodic issuance of bonds to fund capital improvements.
- (d) **Solicitation/Contracting Methods.** Because under federal regulations GIAA as Airport Sponsor is required to make the airport available to Airlines desiring to provide Air Transportation, the Airline Agreements are negotiated from time-to-time with any and all Airlines using the Airport, and not secured using a competitive solicitation process that selects some providers and excludes others. This is further explained in Section 3.02 Contracting Process.

### Section 3.02 Contracting Method & Agreement Formation

GIAA policy is to have standard and substantially similar Airline Agreements in place and available at any given time, for Airlines currently providing or desiring to provide Air Transportation at the Airport.

- (a) **Contracting Method—Application for Lease.** Because under federal policy GIAA is required to make the airport available to any Airlines desiring to provide service, the Airline Agreements are negotiated from time-to-time with Airlines using the Airport, using the Application for Lease method, and not secured using a competitive solicitation process.
  - (1) **Signatory Airlines.** Signatory Airlines are the Airlines that have executed substantially similar agreements with GIAA covering the use and occupancy of facilities at the Airport, collectively resulting in a standard Airline Agreement.
  - (2) **Nonsignatory Airlines.** Nonsignatory Airlines are the Airlines that serve the Airport but have chosen to not apply for or execute an Airline Agreement.
- (b) **Contracting Process—Application for Lease.** Airline Agreements are negotiated between GIAA and Airlines serving the Airport such that there is always a standard Airline Agreement in place. Airlines can apply to become a Signatory Airline by participating in the negotiation and executing the resulting Airline Agreement. Airlines can also apply at any time to become a Signatory Airline by executing the standard Airline Agreement that is currently in place.
  - (1) **Airline Agreements in Place.** At any given time, GIAA shall have standard and substantially similar Airline Agreements in place for Airlines currently serving the Airport.
  - (2) **Advance Planning.** Sufficiently prior to expiration of the term of Airline Agreements currently in place, GIAA shall engage in discussions with Airlines regarding the new Airline Agreement that will be required to establish a new and uninterrupted term, and establish a plan for negotiating and agreeing on a new Airline Agreement. This advance planning process shall be used to identify which Airlines are interested to apply to continue as or to become Signatory Airlines.
  - (3) **Negotiations.** Based on advance planning discussions with Airlines, the Executive Manager shall direct the drafting of a proposed new Airline Agreement for a proposed new term, and initiate a process of meetings, discussions, and negotiations with the Airlines interested in remaining or becoming Signatory Airlines.
  - (4) **Lease Execution.** At the conclusion of negotiations, Airlines wishing to apply for Signatory Airline status will be offered the new standard Airline Agreement, customized as appropriate for the anticipated space occupancy of each individual Airline. Airlines that subsequently execute the Airline Agreement will be Signatory Airlines for the new lease term.
- (c) **Agreements.** Key provisions to be included in standard Airline Agreements are:
  - (1) **Term.** The term (duration) of the agreement can be negotiated between GIAA and Airlines, and is subject to any limits in Guam law.

- (2) **Rights and Privileges.** The specific rights to use Airport facilities for Airline operations.
- (3) **Premises.** Description of exclusive use and joint use space. Each individual Airline has a unique leasehold of exclusive use space.
- (4) **Capital Improvements.** Description of the process for discussing and approving capital improvements, the cost of which will be included in airline rents and fees.
- (5) **Rents and Fees (Rates and Charges).** Description of the various rents and fees, and the methodology for annual adjustments.
- (6) **Subordination to Bond Indenture.** General requirement that the Airline Agreement is subordinate to the Bond Indenture with regard to GIAA use of Airport revenue, but not dictating the business terms negotiated between GIAA and Airlines.
- (7) **Maintenance Obligations.** The respective obligations of GIAA and Airlines to maintain Airport facilities.
- (8) **Other.** Other terms typically included in an airline lease, such as: security deposits, insurance requirements, and dispute resolution.

### **Section 3.03 Airline Rates & Charges**

Federal policy requires that airline rates and charges are fair and nondiscriminatory, with reasonably transparent rates and charges methodology, but does not prescribe the precise methodology. GIAA may periodically revisit or renegotiate the rates and charges methodology in the Airline Agreements, but within the context of ensuring that Airline revenues, together with all other revenues generated at the Airport, are sufficient to pay GIAA's annual operating expenses and debt service, and meet the Rate Covenant of the Bond Indenture.

### **Section 3.04 Signatory Airline Preferences are Not Discriminatory**

Signatory Airlines are Airlines that have executed substantially similar Airline Agreements. Nonsignatory Airlines are Airlines that have not executed the Airline Agreement, but are still allowed to operate at the Airport under general rules, regulations, and tariff rates. GIAA benefits from the financial stability afforded by Signatory Airlines with executed Airline Agreements, so it is reasonable that, in exchange, the Signatory Airlines receive consideration of certain preferences, such as discounted rental and fee rates, preferential facility access, and consultation rights. This is typical of U.S. airport-airline agreements, and is not considered discriminatory.

### **Section 3.05 New Signatory Airlines**

From time-to-time, new Airlines may begin service at the Airport and desire to become a Signatory Airline, or an existing Nonsignatory Airline may desire to transition to Signatory Airline status. GIAA will use the Application for Lease method. The applicant Airline will be offered the then-existing standard Airline Agreement.

### **Section 3.06 Other**

- (a) **Regular Coordination is Required.** Because of the importance of the Airline Agreements in defining the conditions and requirements for the operations of Airlines at the Airport, GIAA shall maintain a process of regular coordination with Airlines, which will include opportunities to improve processes and approaches for the benefit of both GIAA and the Airlines.
- (b) **Interim Amendments are Permitted.** The Airline Agreements have fixed terms, and new or refreshed Agreements are negotiated as needed for each term cycle. In the interim, before the expiration of term, there may be reasons to mutually agree on certain amendments to the Airline Agreements to reflect changes in current circumstances or reflect an otherwise mutually agreed reason to modify one or more clauses. Such interim amendments are permitted, if mutually agreed between GIAA and Airlines.
- (c) **Customization is Permitted.** Customization of standard Airline Agreements for individual Airlines is permitted to appropriately reflect unique conditions such as space occupancy and utilization, as long as GIAA determines that the Airline Agreements remain substantially similar, without more favorable treatment, particularly in the application of rentals and fees.
- (d) **Extensions are Permitted.** Temporary extensions of Airline Agreements are permitted to provide for time required to conclude negotiations on a new Airline Agreement, to avoid any interruptions to Airline operations and revenue generation.

## ARTICLE 4. OTHER LEASES

### Section 4.01 General

Other Leases are leases of Airport Property to Persons not engaged in Air Transportation or Concession activity. These Other Leases may be for land, buildings, or both.

- (a) **Other Leases are Important.** Other Leases are important in providing sources of non-airline revenue and supporting the financially self-sustaining mandate of GIAA.
- (b) **Other Leases are Distinct.** Other Leases are distinct because, unlike Airline Agreements and Concession Agreements, they are available for a potentially wide variety of uses—not the specialized and restricted categories of providing Air Transportation and selling goods and services to users of the Airport. In addition:
  - (1) Concessionaires must compete during a periodic official solicitation period to be selected for the restricted and commercially valuable privilege to sell goods and services to users of the Airport, and otherwise are not eligible to apply for or conduct Concession activity at the Airport. Other Leases can be awarded at any time that there is available Airport Property for any suitable purpose.

- (2) Concessionaires must offer substantial Concession Fees for the privilege of operating a Concession. For most Other Leases, GIAA will use an approach of fair market rental value, in accordance with FAA policy, and price will not be the determinative factor.
  - (3) Thus, the solicitation and award process for Other Leases is not as competitively significant as it is for Concession Agreements.
- (c) **The Policy for Other Leases is More Flexible.** Because of the distinctions of Other Leases from Concession Agreements, the policy for Other Leases is more flexible, providing GIAA the ability to continuously explore non-airline revenue development while still adhering to overall Airport Lease Policy objectives of fair, transparent, and nondiscriminatory business practices. This includes:
- (1) Any acceptable solicitation and contracting method is available to use for Other Leases. The Executive Manager shall determine the most appropriate method in writing, based on the particular circumstances of the opportunity.
  - (2) Given the potential range of circumstances and opportunities that cannot be fully anticipated in advance, the Executive Manager shall have discretion in evaluating each potential new Other Lease, as it shall arise.

#### **Section 4.02 Solicitation/Contracting Methods & Lease Formation**

GIAA may use either of two methods of soliciting and contracting, depending on a written determination by the Executive Manager of which is more appropriate for the specific Other Lease opportunity.

- (a) Request for Proposals
- (b) Application for Lease
- (c)

#### **Section 4.03 Request for Proposals (RFP)**

The method of Request for Proposals (RFP) is used to solicit competitive proposals that allows GIAA to evaluate proposals based on a variety of factors, including experience, business concept, proposed investments, and other relevant criteria.

- (a) **Determination of Use.** The Executive Manager may determine that the RFP method is in the best interests of GIAA, as compared to the Application for Lease method described in Section 4.04, in any one or more of the following circumstances:
  - (1) Prior to receiving any interest, GIAA decides to initiate an RFP process to obtain proposals for one or more parcels or units of Airport Property
  - (2) There are multiple Persons that have expressed interest in writing in the same parcel or unit of Airport Property;

- (3) It is determined by the Executive Manager in writing, that a competitive RFP process is likely to result in a more favorable business outcome for GIAA, as compared to accepting an Application for Lease, and therefore warrants the additional management and administrative effort associated with the RFP process.
- (b) **Consideration of Alternatives.** For each potential Lease opportunity, the Executive Manager shall consider the advantages and disadvantages of the RFP method and the Application for Lease method, and determine which method is in GIAA's best interest and meets the policy objectives of fair treatment and fostering competition. Factors used in evaluation include:
- (1) Anticipated competitive demand, and the likelihood of achieving a significantly more advantageous business outcome using the RFP process
  - (2) Cost savings and efficiency of direct negotiation in the Application for Lease process, compared to the requirements of the RFP process.
- (c) **Initiation of Process.** Unlike Concessions, Other Leases are not awarded during pre-determined procurement cycles. Instead, Other Leases are procured when interest is developed, in the form of either:
- (1) **GIAA Interest.** GIAA may decide to advertise the availability of one or more properties for lease. At this time the Executive Manager shall determine in writing if GIAA will simply collect Applications for Lease, or instead use a more formal RFP process.
  - (2) **Potential Tenant Interest.** A potential tenant may approach GIAA and express interest in leasing Airport Property. Considering the specific circumstances, which will be unique to each instance, the Executive Manager shall determine if it is more appropriate to use the RFP process or the Application for Lease process.
- (d) **RFP Development.** When the Executive Manager determines that the RFP process is appropriate for a potential Other Lease, the Executive Manager shall direct the development of an RFP document that shall include relevant information, at a minimum:
- (1) **Description of the Process.** The schedule for steps in the process.
  - (2) **Requirements of the Submittal.** Information that must be included in any Proposal that is submitted.
  - (3) **Description of the Property.** A description of the property to be the subject of the proposed Lease, including location, size, and any existing buildings.
  - (4) **Key Business Terms.** May include anticipated term (duration) of lease; permitted uses; required investments or other responsibilities; anticipated basis for rental rate.
  - (5) **Sample Agreement or Agreement Terms.**
  - (6) **Evaluation Criteria.** The factors to be used in evaluating proposals, and some qualitative or quantitative indication of relative importance.
- (e) **Process.** The RFP process shall include these steps:

- (1) **Public Notice and Pre-Proposal Conferences.** Public notice is required, and in GIAA's best interest to generate interest in the proposed Lease opportunity. Pre-proposal conferences may be used if the Executive Manager determines useful and appropriate.
  - (2) **Proposal Evaluation.** The Executive Manager will direct an effort to evaluate and rank any proposals that are received, using the evaluation factors from the RFP.
  - (3) **Selection.** The Executive Manager shall select the highest-ranked Proposer from the evaluation process.
  - (4) **Negotiation and Award.** The Executive Manager and/or a designee shall negotiate an Agreement with the highest-ranked Proposer.
- (f) **Leases.** GIAA shall include a sample lease or sample lease terms in the RFP, which then forms the basis for the lease to be negotiated with the selected Proposer. Key terms include:
- (1) **Premises.** A description of the premises.
  - (2) **Use of Premises.** Permitted uses, and obligations to comply with laws, rules, and regulations.
  - (3) **Term.** Duration of lease term.
  - (4) **Rent.** Monthly rent, and any other considerations specific to the individual lease.
  - (5) **Other.** Other standard terms of GIAA leases.

#### **Section 4.04 Application for Lease**

The method of Application for Lease is used to negotiate a lease with a prospective tenant interested in a specific parcel or unit of Airport Property. This is not a competitive selection process, but the same evaluation factors used in an RFP process—including experience, business concept, proposed investments, and other relevant criteria—may be used by the Executive Manager to determine if it is appropriate to continue through the process, to reject the application without proceeding further, or to transition to the RFP process.

- (a) **Determination of Use.** The Executive Manager may determine that the Application for Lease method is in the best interests of GIAA, as compared to the RFP method described in Section 4.03, in cases where:
  - (1) GIAA has advertised or made public that certain property parcels and/or units are available for interested Applicants.

- i) If a single Application is received, the Executive Manager shall evaluate the Application, and determine the merits of proceeding through the lease negotiation process.
  - ii) If more than one Application is received for the same property parcel or unit, the Executive Manager shall determine if it is possible to clearly identify the preferred Applicant, to offer leases to all Applicants, or if instead it is appropriate to use an RFP process to determine the best qualified Applicant.
- (2) GIAA has received an unsolicited Application for Lease, from a person interested in a specific property parcel or unit. The Executive Manager shall evaluate the Application, and determine if it is in GIAA's best interests to proceed to lease negotiation with the Applicant, or instead transition to the RFP process described in Section 5.04 Request for Proposals.
- (b) **Consideration of Alternatives.** For each potential Lease opportunity, whether initiated by GIAA or initiated by an Applicant, the Executive Manager shall consider the advantages and disadvantages of the RFP method and the Application for Lease method, and determine which method is in GIAA's best interest and meets the policy objectives of fair treatment and fostering competition.
- (c) **Initiation of Process.** Unlike Concessions, Other Leases are not awarded during pre-determined procurement cycles. Instead, Other Leases are procured when interest is developed, in the form of either:
- (1) **GIAA Interest.** GIAA may decide to advertise the availability of one or more properties for lease. At this time the Executive Manager shall determine if GIAA will simply collect Applications for Lease, or instead use a more formal RFP process.
  - (2) **Potential Tenant Interest.** A potential tenant may approach GIAA and express interest in leasing Airport Property. Considering the specific circumstances, which will be unique to each instance, the Executive Manager shall determine if it is more appropriate to use the RFP process or the Application for Lease process.
- (d) **Application for Lease.** When it is determined that the Application for Lease process is most appropriate for a potential Other Lease, the Executive Manager shall proceed through the below process.
- (e) **Process.** The Application for Lease process shall include these steps:
- (1) **Receipt of Application.** In cases either initiated by GIAA or initiated by an Applicant, GIAA receives an Application for Lease for a specific parcel or unit of property.
  - (2) **Evaluation of Application.** The Executive Manager will direct an effort to evaluate the Application:

- i) First, to determine if it is in GIAA's best interests to proceed with lease negotiation, and
  - ii) Second, to determine if it is in GIAA's best interest to proceed with lease negotiation under the Application for Lease process, or instead transition an RFP.
- (3) **Negotiation and Award.** The Executive Manager and/or a designee shall negotiate a lease with the Applicant, using standard lease terms.
- (f) **Leases.** GIAA shall maintain a standard sample lease or sample lease terms, which then forms the basis for the lease to be negotiated with the selected Applicant. Key terms include:
- (1) **Premises.** A description of the premises.
  - (2) **Use of Premises.** Permitted uses, and obligations to comply with laws, rules, and regulations.
  - (3) **Term.** Duration of lease term.
  - (4) **Rent.** Monthly rent, and any other considerations specific to the individual lease.
  - (5) **Other.** Other standard terms of GIAA leases.

#### **Section 4.05 Lease Term**

The duration of lease term may or may be stated in the RFP or notice of availability of property, or this may be reserved for negotiation with the selected Proposer or Applicant. In any event, the duration of term is subject to limits in Guam law.

#### **Section 4.06 Master Developer**

In addition to leasing individual parcels and buildings, GIAA may consider leasing an amount of Airport Property to a master developer, who would improve the property and sublease to others, as is routinely done at U.S. airports.

- (a) **Initiated by GIAA.** GIAA may decide to pursue a master developer arrangement, in which case GIAA would initiate the RFP process described in Section 4.03 Request for Proposals.
- (b) **Initiated by Applicant.** A master developer as Applicant may propose, unsolicited, to lease Airport Property. In this case, the Executive Manager shall direct an evaluation the same as described in Section 4.04 Application for Lease, to determine if it is in GIAA's best interest to proceed with the Application for Lease process, or instead initiate an RFP process.

#### **Section 4.07 Airport Planning**

Ongoing Airport planning exercises, including periodic Master Plan Updates, should be used by GIAA to identify Airport Property that is available for non-airline revenue development using Other Leases.

#### **Section 4.08 GIAA Investment**

In some cases, it may be in GIAA's best interest to invest in improvements to enable a new Other Lease. For general Airport infrastructure, such as roads and utilities, or site preparation, this would likely be considered part of overall Airport development. For any investments more specific to the

proposed tenant, such as assistance with building improvements, the Executive Manager shall determine that this investment is appropriately reflected in the lease rental terms and the financial benefit to GIAA, so as not to produce any actual or apparent unduly favorable treatment and/or terms materially below fair market value.

## **ARTICLE 5. ETHICS**

[same content as Concessions Regulations]

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## APPENDIX/REFERENCE--DEFINITIONS

**§ 1106. Definitions.** Terms used in this Airport Lease Policy ~~these Concession Regulations~~ have the following meaning ascribed to them unless the context in which they are used requires a different meaning, or unless a different definition is prescribed for a particular chapter in these Regulations.

- (a) *Air Transportation* shall mean the carriage for hire of persons, baggage, property, cargo, and mail by aircraft.
- (b) *Airport* shall mean the Antonio B. Won Pat International Airport.
- (c) *Airport Layout Plan* or *ALP* shall mean a plan that shows boundaries and proposed additions to all areas owned or controlled by GIAA for airport purposes, approved by the FAA and made a part hereof, as the same may be amended from time to time.
- (d) *Airport Operations Area* or “*AOA*” shall mean the area of the Airport used for aircraft landing, takeoff, or surface maneuvering including the hangars, navigation, and communication facilities.
- (e) *Airport Property* shall mean all real property of GIAA as shown in the Airport Layout Plan.
- (f) *Airport Purpose* shall mean any action or undertaking by GIAA reasonably relating to the operation, maintenance, expansion and development and preservation of the Airport for air commerce.
- (g) *Blind Trust* shall mean an independently managed trust in which the GIAA Employee beneficiary has no management rights and in which the GIAA Employee beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.
- (h) *Board of Directors* shall mean the duly appointed Board of Directors of GIAA acting collectively in the manner prescribed by law.
- (i) *Confidential Information* shall mean any information which is available to a GIAA Employee only because of the employee's status as an employee of GIAA and is not a matter of public knowledge or available to the public on request.
- (j) *Conspicuously* shall mean written in such special or distinctive format, print or manner that a reasonable person against whom it is to operate ought to have noticed it.
- (k) *Contract Modification* shall mean any written alteration, modification, amendment, or restatement of any provisions of an Agreement accomplished by mutual action of the parties to the contract.
- (l) *Concession(s) and Concession Privileges* shall mean the right given to a Person by GIAA to use a specific portion of Airport Property for the purpose of selling certain goods or providing certain services to users of the Airport to generate revenues, other than operating an Air Transportation business.
- (m) *Concession Agreement* shall mean the written contract between GIAA and a Concessionaire specifying the terms and conditions under which a Concessionaire may use, occupy, and access certain Airport Property and manage and operate a Concession.
- (n) *Data* shall mean recorded information, regardless of form or characteristic.

- (o) *Designee* shall mean a duly authorized representative of a person holding a superior position.
- (p) *Direct or Indirect Participation* shall mean involvement through decision, approval, disapproval, recommendation, preparation of any part of a Solicitation, influencing the content of any terms or conditions of a Solicitation or Agreement, rendering of advice, investigation, auditing or in any other advisory capacity.
- (q) *Discussions*, as used in the Solicitation process, means an exchange of information or other manner of negotiation during which the Proposer and GIAA may alter or otherwise change the conditions and terms of a proposed Agreement. Discussions may be conducted in connection with Request for Proposals. *Executive Manager* shall mean the duly appointed Executive Manager of GIAA, as designated as such by the Board of Directors.
- (r) *FAA* shall mean the Federal Aviation Administration, U.S. Department of Transportation, or any federal agencies succeeding to its jurisdiction.
- (s) *FAR* shall mean the Federal Aviation Regulations as published by the FAA.
- (t) *Financial Interest* shall mean:
- (1) ownership of any interest or involvement in any relationship from which, or as a result of which, a Person within the past year has received, or is presently or in the future entitled to receive, more than Two Thousand Five Hundred Dollars (\$2,500) per year, or its equivalent;
  - (2) ownership or an interest in any property or any business; or
  - (3) a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- (u) *GAR* shall mean the Guam Administrative Rules and Regulations, as may be amended from time to time.
- (v) *GIAA* shall mean the Antonio B. Won Pat International Airport Authority, Guam, a public corporation and autonomous instrumentality of the Government of Guam.
- (w) *GIAA Employee* means:
- (1) an individual elected to territorial office;
  - (2) a member of the GIAA Board of Directors;
  - (3) An individual, whether appointed or selected through a personnel selection procedure, receiving a salary, wages, or other compensation from GIAA; and
  - (4) a non-compensated or minimally compensated individual who is performing personal services for GIAA.<sup>1</sup>
  - (5) The term *GIAA Employee* does not include a Person who, as an independent contractor, performs professional, scientific, technical, or advisory service for GIAA and who receives a fee, honorarium, or similar consideration for the services performed.
- (x) *Governmental Body* shall mean any department, commission, council, board, bureau, committee, institution, agency, government corporation, authority or other establishment or official of the Executive Branch of the Government of Guam, except for Guam Community College, the University of Guam, the Department of Education, and the Guam Memorial Hospital Authority.
- (y) *Gratuity* shall mean a payment, loan, subscription, advance, deposit of money, services, or anything of more than Nominal Value, present or promised, unless consideration of substantially equal or greater value is received. Gratuity may include any tangible and intangible benefit in the nature of gifts, favors, entertainment, discounts, passes,

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<sup>1</sup> I'm not sure what falls within this category. Volunteers?

transportation, accommodation, hospitality, or offers of employment more than Nominal Value.

- (z) *Immediate Family* shall mean a spouse, children, parents, brothers and sisters.
- (aa) *Main Terminal Building* shall mean that portion of Airport Property identified as such in the ALP.
- (bb) *May* denotes the permissive.
- (cc) *Nominal Value* means actual worth or actual cost, whichever is greater, which does not exceed \$25 individually or cumulatively.<sup>2</sup>
- (dd) *Official Responsibility* shall mean direct administrative or operating authority, whether intermediate or final, either exercisable alone or with others, either personally or through subordinates, to approve, disapprove, or otherwise direct territorial action.
- (ee) *Person* shall mean an individual, corporation, limited liability company, partnership sole proprietorship, joint venture, union, committee, club, other organization or group of individuals acting as an entity. Person includes a trustee, receiver, assignee or similar representative.
- (ff) *Proposer* means a Person who has actually submitted a proposal in response to a RFP, unless the context indicates otherwise.
- (gg) *Prospective proposer* shall mean a Person who will actually submit a proposal in response to aRFP.
- (hh) *Request for Proposals* or *RFP* shall mean all documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.
- (ii) *Responsible Proposer* shall mean a Person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
- (jj) *Shall* denotes the imperative.
- (kk) *Signatory Airlines* shall mean a certificated air carrier providing Air Transportation to and from the Airport that have executed substantially similar agreements with GIAA covering the use and occupancy of facilities at the Airport.
- (ll) *Solicitation* means a Request for Proposals issued by GIAA for the purpose of soliciting proposals for a lease opportunity of Airport Property.

#### [Potential Additional Definitions]

*Airline* means a certificated air carrier providing Air Transportation to and from the Airport.

*Airline Agreement* means the Agreement that provides for the use and occupancy of Airport facilities by certificated air carriers operating at the Airport

*Application for Lease* means the process to consider an application to lease Airport Property.

*Nonsignatory Airline* means a certificated air carrier providing Air Transportation to and from the Airport that has not executed the GIAA Airline Agreement.

*Other Lease* means a lease other than an Airline Agreement or a Concession Agreement.

**EXECUTIVE MANAGER'S REPORT  
GIAA BOARD OF DIRECTORS MEETING**

November 13, 2025

**PASSENGER FLIGHT NETWORK: NOVEMBER 2025**

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)	AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
United Airlines	HNL	UA201/200	1805/0740	Daily	Japan Airlines	NRT	JL941/JL942	1440/1640	Daily
	HND	UA849/848	0420/1920	Daily	Phillipine Airlines	MNL	PR110/PR111	0430/0600	Daily
	NRT	UA827/UA873	15451700	Daily	Korean Air	ICN	KE417/KE418	2305/0100	Daily
			2145/1230	Daily			KE8425/8426	0000/0240	Daily
	KIX	UA150/UA151	1540/0705	Daily	ICN	PUS	KE415/KE416	1435/1650	Daily Effective August 1- Dec. 31, 2025
			2240/1330	UA865 - Mon, Wed, Fri, Sat. UA864 - Tue, Thur, Sat, Sun			KE2259/2260	0130/0315	Daily Effective August 1- Dec. 31, 2025
	NGO	UA136/UA137	1615/0730	Sun, Mon, Tue, Thur, Fri	Jin Air	ICN	LJ919/LJ920	2300/0020	Daily
	MNL	UA184/UA183	0645/1955	Daily			ICN	LJ917/LJ918	0120/0230
	ROR	UA158/UA157	0510/2340	UA158 - Tue, Wed, Fri, Sat UA157 - Mon, Tue, Thu & Fri		ICN	LJ913/L914	1500/1610	Daily
			0645/1955	Wed, Sat/Thu, Sun		PUS	LJ921/LJ922	0050/0150	Daily
	SPN	UA076/UA174	1035/0800	Daily	PUS	LJ923/LJ924	1515/1615	Daily effective Nov. 25- Dec. 16, 2025	
	TPE	UA166/UA165	1650/0730	Wednesday and Saturday			T'Way Airlines	KIX	TW509/TW510
	TKK	UA133/UA132	1740/0825	Thu & Sun/Wed & Sat.	Air Seoul	ICN	RS101/RS102	0100/0200	Daily Effective October 27, 2025
			1825/0755	Tue & Fri/Mon & Thu			RS103/RS104	1630/1730	Daily Effective Nov. 15- Dec. 31, 2025
PNI	UA176/UA176	0330/2020	Mon/Sun	ICN	RS105/RS106	1340/1440	Daily Effective Nov. 15- Dec. 31, 2025		
Yap	UA186/UA185	0400/2335	Wed & Sun/Tue & Sat			Air Busan	PUS	BX614/BX613	0230/0330
Jeju Airlines	ICN	7C3101/3102	1605/1710	Suspended through March 2026	PUS	BX618/BX617	0120/0240	Daily effective Nov. 1 - Dec. 31, 2025	
		7C3107/7C3108	0200/0305	October 1-12 only			Star Marianas	ROP	**3401/**4301

**Air Service Changes November 2025 vs. October 2025):**

- Air Seoul adds 2 more daily flights from Incheon effective November 15, 2025
- Air Busan adds 1 more daily flight from Busan effective November 1 through December 31, 2025
- Jin Air adds 1 more daily flight from Busan effective November 25 - December 16 2025
- Jeju suspends all flight operations on October 12, 2025 through March 2026

**AIR SERVICE SNAPSHOT**

For November 2025 there is a 40% increase in the number of flights and a 51% increase in seat capacity, as compared to November 2024. The increases in both flights and seat capacity are attributed to the

- Air Seoul's 3x daily operation from Incheon
- Air Busan's 2x daily operation from Busan
- Korean Air's two daily wide body operations from Incheon, and one daily narrow body from Busan

## EXECUTIVE MANAGER'S REPORT GIAA BOARD OF DIRECTORS MEETING

November 13, 2025

	CY 2024			CY 2025			% Percentage Change		
	# of Flights	Seat Capacity	Enplane-ments	# of Flights	Seat Capacity	Enplane-ments	# of Flights	Seat Capacity	Enplane-ments
January	816	148,616	101,439	638	117,030	93,473	-22%	-21%	-8%
February	712	129,083	94,082	580	109,989	85,652	-19%	-15%	-9%
March	695	112,091	87,147	639	120,937	92,382	-8%	8%	6%
April	622	115,790	79,104	601	113,814	78,651	-3%	-2%	-1%
May	703	128,368	84,152	590	111,676	82,721	-16%	-13%	-2%
June	633	115,976	85,672	581	113,959	88,319	-8%	-2%	3%
July	653	119,700	86,066	655	126,624	94,702	0%	6%	10%
August	649	120,587	83,950	777	148,015	110,837	20%	23%	32%
September	955	179,078	72,993	728	143,933	81,125	-24%	-20%	11%
October	651	119,723	79,127	733	145,462	N/A	13%	21%	N/A
November	564	105,439	78,848	791	159,237	N/A	40%	51%	N/A

### AIRLINE UPDATES

#### **Air Seoul Relaunches Incheon/Guam Route**

Air Seoul relaunched its Guam service from Incheon with a 1x daily flight effective October 27, 2025 and will add on two additional Incheon daily operations effective Nov. 15. – Dec. 31, 2025.

#### **Air Busan Relaunches Busan/Guam Route**

Air Busan relaunched its Guam service from Busan with a 1x daily flight effective October 27, 2025 and will add another 1x daily flight from Busan effective Nov. 1 through Dec. 31, 2025.

#### **Jin Air to operate seasonal flight from Incheon**

Jin Air will operate 21 scheduled, seasonal charter flights from Incheon effective Nov. 25 – Dec 16, 2025.

#### **T'WAY Re-Branding to Trinity Airways**

South Korean low-cost carrier T'way Air is set to be renamed as Trinity Airways. This follows the acquisition of the carrier in June 2025 by the Daemyung Sono Group, a large hotel and resort conglomerate. The name change and brand renewal are part of efforts to ready the carrier for further global expansion, with a redesign of aircraft exteriors anticipated to be rolled out in the first half of 2026.

#### **United Airlines refreshes its Ticket Counters**

United Airlines has refreshed its ticket counters with new kiosks, tiling and lighting in the Ticket Lobby and will be celebrating its refreshed look with a ribbon cutting scheduled for 9am, December 2, 2025.

## **EXECUTIVE MANAGER'S REPORT GIAA BOARD OF DIRECTORS MEETING**

November 13, 2025

### **Upcoming and New Flights**

**Philippine Airlines** will launch 3x weekly from Cebu effective Dec. 17, 2025, adding 2,388 seats monthly.

**Starlux Airlines** will operate 6 charters from Taipei from February 14 -23, 2025, adding 1,128 seats from this seasonal operation.

### **FEDERAL REGULATORY UPDATES**

#### **FAA PART 150 Noise Study Update**

GIAA is at the tail end of the Part 150 Noise Study Update, having launched a 30-day public comment period that began on October 29, 2025, with a Public Information workshop and posting of the draft Study and Final Noise Exposure Map on GIAA's website, and publicly accessible copies of both documents available at the Hagåtña and Barrigada libraries and the GIAA Administration office. The public comment period ends on December 1, 2025. Thereafter, comments received will be reviewed for applicability and/or inclusion in the final draft to be reviewed by the FAA.

### **FACILITIES & INFRASTRUCTURE**

#### **Terminal Flooring Project Progresses with Next Phase(s)**

The terminal flooring project has progressed to Phase 3 in the Guam Customs hall, and Phase 2 in the USCBP Hall effective November 4, 2025. Terminal flooring completion is anticipated at the tail end of December 2025, barring no extension requests.

### **TRAINING**

#### **Fire Extinguisher Training**

GIAA employees have undertaken fire extinguisher training spearheaded by the ARFF division. The skills obtained in this training are vital and equips participants with the knowledge on how to correctly utilize and deploy the fire extinguisher agents on live fires.

\*All required quarterly training/travel reports are posted on the Airport's website, [www.guamairport.com](http://www.guamairport.com).

### **PROCUREMENT UPDATES**

#### **RFP Wildlife Hazard Management Services**

**Announced:** October 26, 2025

**Submission Deadline:** November 20, 2025 @4pm

## EXECUTIVE MANAGER’S REPORT GIAA BOARD OF DIRECTORS MEETING

November 13, 2025

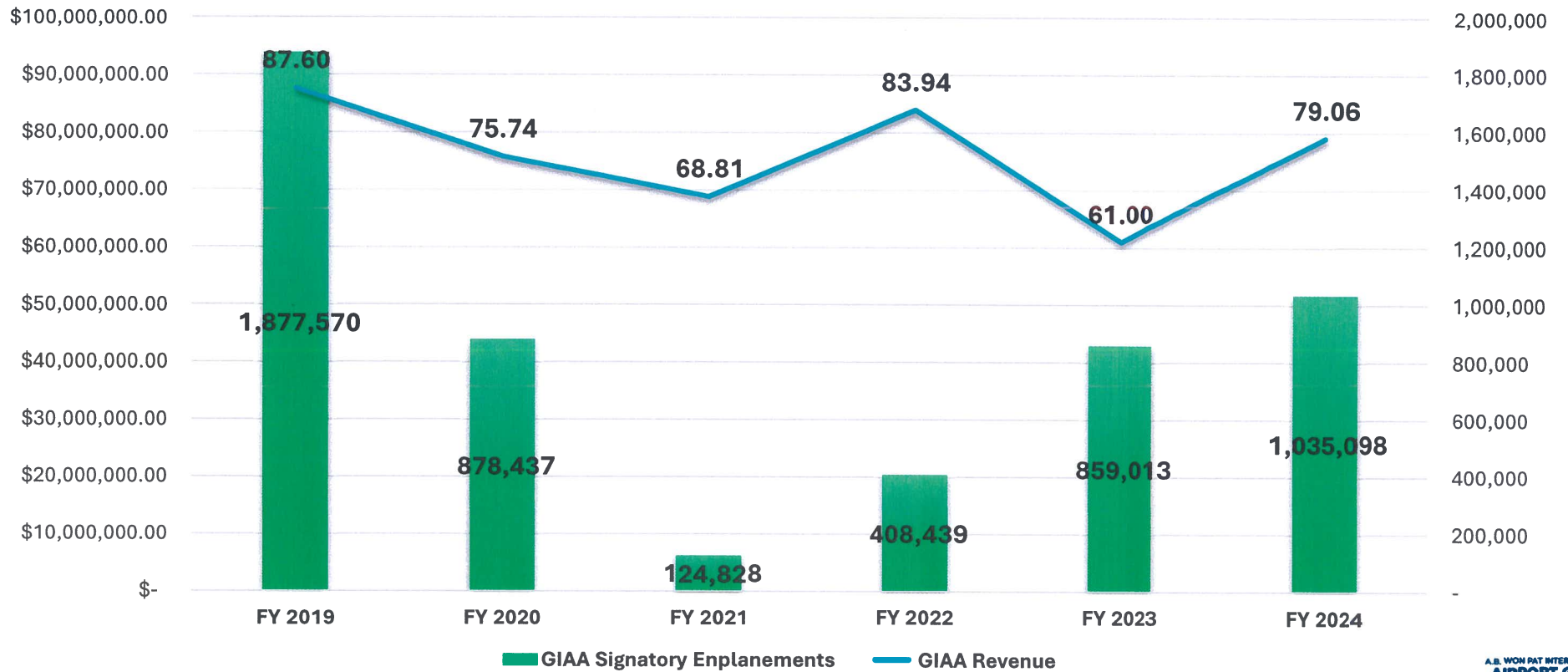
### ANNOUNCEMENTS

- Congratulations to GIAA Executive Manager John M. Quinata** had the distinct honor to be invited to deliver the **keynote speech for Veterans Day** celebrations held at Ypao Beach, Tumon on Tuesday, November 11, 2025. GIAA Board and Management honors and thanks all who served and are serving in the United States armed forces. Over 40 of our GIAA employees have served or are serving in various capacities, and we recognized their individual service:

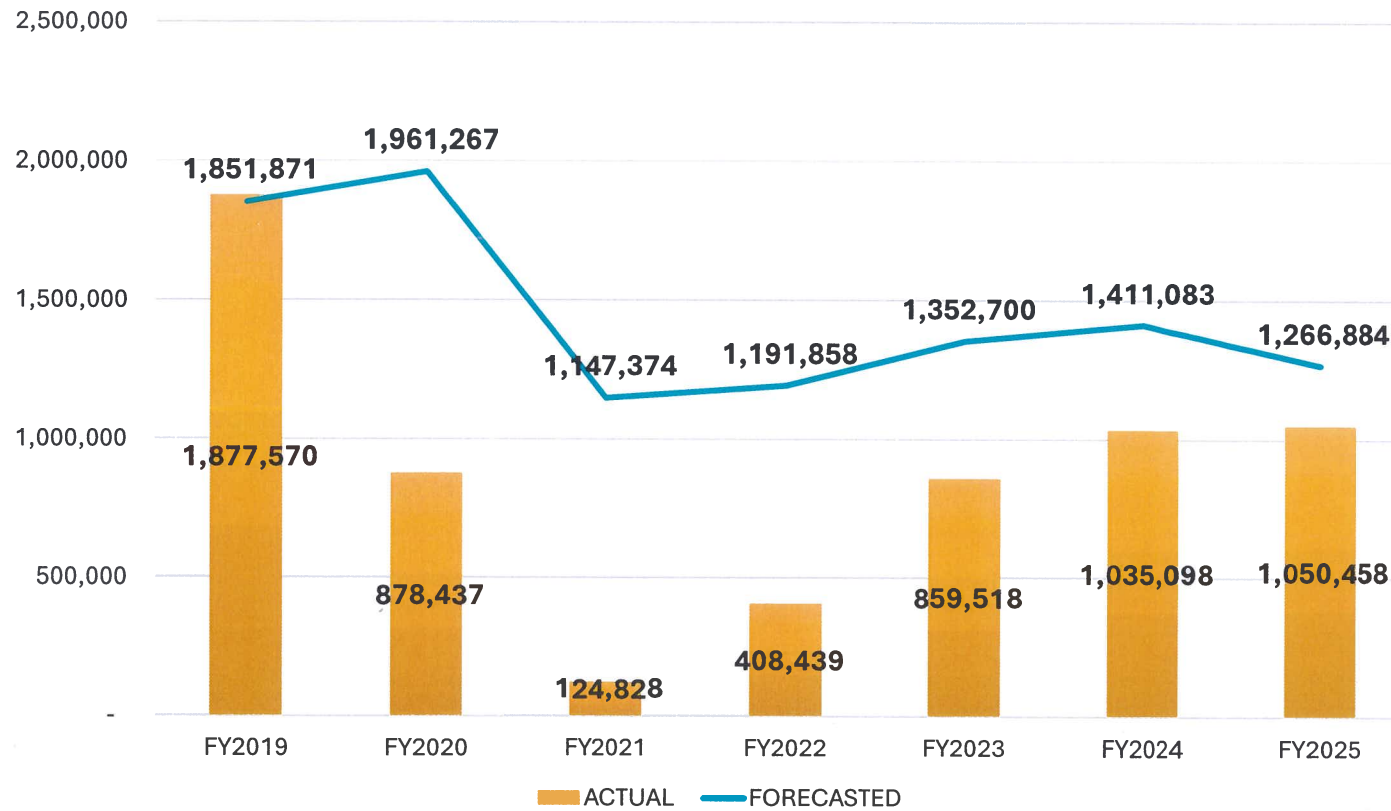
US Air Force	US Navy	US Army	US Marine Corps	US Coast Guard	Guam National Guard
John M. Quinata Ken McDonald Scott Aflague Pete Torres Joey Quitugua Dan Stone Jeff Nededog John Flores Frances Toves Randy Sablan Glenn Terre Franklin Fejeran Therese Santos Anthony Quidachay Kaylie Pinaula	Juan Reyes Jeff Nededog James Lujan Ed Kaulia Keoni Garrido Mike Cuasito Christian Castro	Ray Quintanilla Bill Gutierrez Vince Reyes Eddie Meno Ken Quenga JD Manibusan Robert Umadhay Dean Delgado Mike Winn Randy Chaco Rufo Espinosa Colin Camacho Anthony Blas George Mafnas Alex Tenorio Joseph Mantanona Toby Savares Raymond Quichocho Devin Maluwelmeng JR Mantanona	Rick Garcia Mike Roberto	Trini Cotelesse Matt Robles	Dominic Salenga

- Thanksgiving Luncheon** is scheduled for **11am, on Tuesday, November 25, 2025**, at GIAA conference rooms 1 and 2. Lead coordination has been undertaken by the Accounting and Operations divisions, supported by all eight division representatives. We ask all Board members to participate and celebrate in the Thanksgiving festivities with the Airport family!
- 50<sup>th</sup> Airport Anniversary Proclamation Signing and Aviation leaders and Tenant Appreciation Luncheon** is scheduled for January 16, 2025, at 9:30am at the East Ticket Lobby, and will kick off the 50<sup>th</sup> Anniversary activities scheduled throughout 2026. Please place this date in your schedules. A comprehensive Airport Activities will be provided later.

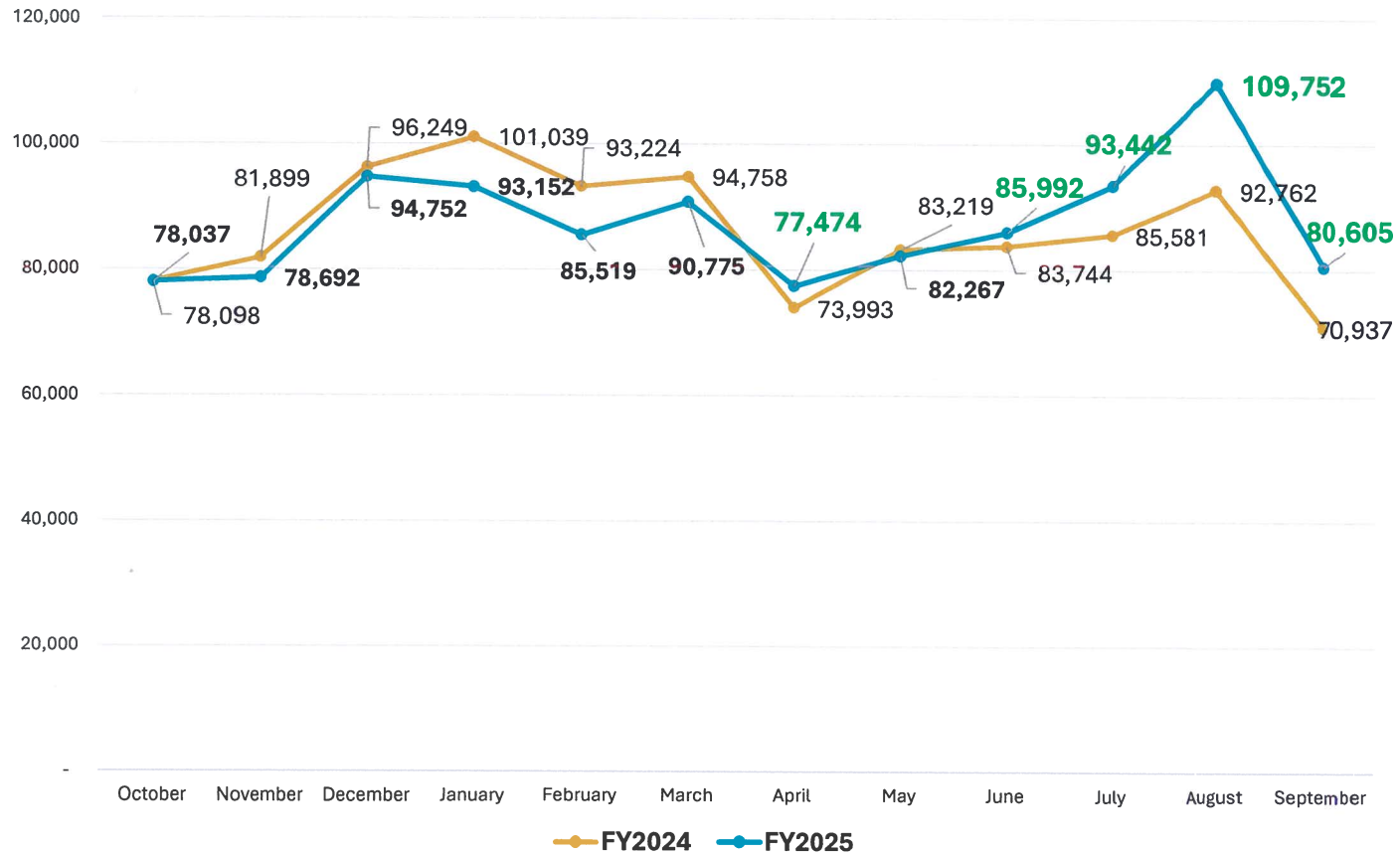
## Signatory Enplanements v. Total Revenues (in millions) FY 2019 - FY 2024



## Signatory Enplanements - Actual vs Forecasted FY 2019 - FY 2025



### Enplaned Signatory Pax FY2024 - FY2025 (as of Sept 2025)



# Loan Application – Short Term Financing Program

- **RFP 25-007 - The Guam International Airport Authority Short-Term Financing Program**
  - **RFP Issued by GEDA Pursuant to 12 G.C.A. § 50103(k)**
    - Issued September 4, 2025/Proposal Due Date September 18, 2025
    - Short-term financing facility in the principal amount of \$15 million
    - Financing open through September 30, 2030
  - **Purpose**
    - To provide funding for capital projects to be drawn down only as needed
  - **Status**
    - Awarded by GEDA Board October 14, 2025
    - Pending negotiations with FHB and subsequent approval by GIAA Board of Directors

