



GUAM COUNCIL ON THE ARTS & HUMANITIES AGENCY
Kahan I Kutturán Guahan
 P.O. Box 2950 Hagatna, Guam 96932
 Ph. (671) 300-1204-08 Fax. (671) 300-1209

Honorable Lou Leon Guerrero
Maga' hâga'
 Governor of Guam

Honorable Joshua Tenorio
Segundo Maga' lahi
 Lieutenant Governor of Guam

Angie Taitague
 Executive Director

April 18, 2025

The Honorable Lourdes A. Leon Guerrero
 Maga'hâga
 Governor's Complex
 Adelup, Guam 96910
 (via email: centralfiles@guam.gov)

RECEIVED
 OFFICE OF PUBLIC ACCOUNTABILITY
 BY: Katelyn Villa
 DATE: 04/18/2025
 TIME: 10:43 ✓

REPORTING REQUIREMENTS

Hafa Adai! Attached is the Guam Council on the Arts & Humanities Agency (GCAHA) Board of Director packet for the regular board of April 8, 2025. This transmittal meets the requirements outlined in Public Law No. 31-233.

Copies of the board packet are also provided to the Speaker of the 38th Guam Legislature, and to the office of the Public Auditor along with CD audio recording of the meeting.

Should you have any questions, or require additional information, I can be contacted at 671-300-1204 -08 or email me at angie.taitague@caha.guam.gov.

Attachments: A) Board Packets for the Governor and Speaker of the 38th Guam Legislature
 B) Board Packets and Audio to the Guam Public Auditor


 Angie R. Taitague,
 Director

Cc: Office of the Public Accountability
 Speaker, 38th Guam Legislature

GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY
will hold its Regular Board Meeting on Tuesday April 08, 2025 at 3:00
pm at 238 Archbishop Flores St. STE 202, 2nd Floor DNA Bldg. Hagatna


AGENDA

- I.** Call to Order
- II.** Roll Call
- III.** Approval of Minutes
 - February 11, 2025
 - March 11, 2025
- IV.** Executive Directors Report
- V.** Board Action
 - Humanities Guahan Partnership
 - Sponsorship for Hagat Mango Festival
 - Travel Authorization NEA Poetry Out Loud Washington DC
- VI.** Old Business
 - Maga'haga Awards (October 4, 2025)
 - Masters Recognition Program
 - Percent for the Arts
 - FESTPAC
- VII.** New Business
 - Election of Officers
- VIII.** Executive Session
 - Performance Evaluation for Executive Director
- IX.** Announcements
 - Next Regular Mtg: Tuesday, May 13, 2025 @ 3pm
- X.** Adjournment

- **Next Regular Meeting Dates for Year 2025:**
 - **June 10**
 - **July 08**
 - **August 12**
 - **September 09**
 - **October 14**
 - **November 18**
 - **December 09**

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The Guam Council on the Arts and Humanities Agency
will hold its Regular Board Meeting on Tuesday April 08, 2025
at 3:00pm at 238 Archbishop Flores St. STE 202, 2nd Floor DNA Bldg. Hagatna

AGENDA

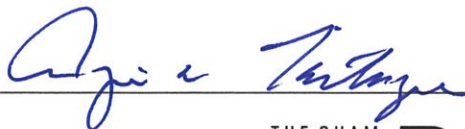
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Any Persons needing Special Accommodation please contact GCAHA Office at
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Approval Signature



Date

3/31/2024THE GUAM
DAILY POST™

Guam Council on the Arts and Humanities Agency
Board Meeting
March 11, 2025 • Tuesday • 3:00 pm
CAHA • Suite 202 DNA Building • 238 Archbishop Flores Street, Hagåtña

MINUTES

I. Called to Order

The meeting was called to order at 3:06 pm. by CAHA Vice Chair Max Ronquillo. He informed the board that Director Taitague will join the meeting shortly. She is enroute back to office, having just attended a meeting at the Governor's Office.

II. Roll Call

Present at the meeting:

CAHA Board

In-Person – Vice Chair Max Ronquillo, Secretary Donna Kloppenburg, and Members Master Frank Rabon, Paul Mendiola and Mayor Kevin Susuico.

Via Zoom – Member Simone Bollinger and *Chair Monica Guzman (at 3:12 pm)

Management and staff

In-Person: Director Angie Taitague and Program Coordinator IV Jackie Balbas

Via Zoom – Program Coordinators Mark Duenas and Noah Sablan.

III. Approval of Minutes - February 11, 2024

Vice Chair Ronquillo indicated that the next item on the agenda was the review and approval of the minutes of the February 11, 2025 meeting, however, he informed that board that the minutes were not available at this time. Based on that information Secretary Kloppenburg moved to table the review and approval of the February 11th minutes until the next meeting. Motion seconded by Member Mendiola.

Motion Carried – Unanimously Tabled

IV. Executive Director's Report

Since the director was not present at this time, Vice Chair Ronquillo asked if there was any opposition to tabling the executive director's report until later in the meeting when she arrives. Being that there were no objections, the Vice Chair move on to item V. Board Action. (*Discussed later in the meeting under Section IV Old Business, Item E.)

V. Board Action

A. Humanities Guahan Partnership

Vice Chair Ronquillo introduced a draft partnership agreement between Humanities Guahan and CAHA for 2025 programming. He added that there is a proposal to utilize \$10,000 from the revolving fund to support a

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project titled "Nothing Micro About Micro Nutrient". Secretary Kloppenburg tabling the discussion until the executive director is present. (*Discussed later in the meeting under Section IV Old Business, Item E.)

B. Ratification on E-Ballot Approval for Gadao Festival

Vice Chair Ronquillo acknowledged the presence of Chair Guzman via Zoom at 3:12 pm and relinquished the floor to her. Chair Guzman apologized for being late. She called for the ratification of the E ballot for the Gadao festival. At this time, a motion was made by Secretary Kloppenburg and seconded by Member Master Rabon to approve the \$2,500 funding for the Gadao festival. The motion was approved with no opposition.

Motion Carried – Unanimously Approved

At 3:14 pm, Chair Guzman acknowledged the presence of Director Taitague who had just returned from a meeting at Adelup.

C. Support for Gupot CHamoru / Crab Festival

Director Taitague indicated that included in today's board packet is a letter from Mayor Franklin Champaco requesting monetary support, \$5,000 from CAHA for the 17th Annual Malesso Gupot CHamoru/Crab Festival scheduled for March 28-30, 2025 in Malesso. The board recognized the need to support local talent, vendors and the importance of supporting local festivals. They anticipate that other village mayors will be coming to CAHA for financial support of their signature events. However, funding is limited and a standardized funding amount for the year should be set. Vice Chair Ronquillo made a motion to approve \$2,500 for the festival, seconded by Member Mendiola.

Motion Carried – Unanimously Approved

VI. Old Business

A. Maga'Haga Art Awards (October 4, 2025)

Secretary Kloppenburg reported that things are moving along. A venue has been selected and the event will be held at the Leo Palace Resort. Different designs for the award and sponsorship levels are being discussed and subcommittees will be formed. Secretary Kloppenburg indicated that suggestions and idea from the board welcomed. She acknowledged the importance of having ample time for community nominations. The awards is a priority and planning meetings will be held frequently.

B. Masters Recognition Report

Member Master Rabon reemphasized the need of having for interviews with nominees. The interview questions will address the nominees, past, how they learned and what they do to perpetuate these heritage arts, and apprenticeship. He stressed the importance of the knowledge transfer from a master to an apprentice. He added that the public hearing regarding the Guam Master Awards, will be held, 2pm at the

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Guam Legislature. Member Bollinger suggested video recording the interviews for documentation purposes, as some of the nominees will become masters. It would be really nice oral history and testimony that CAHA could keep in video form that could be used later. Chair Guzman expressed that this was a wonderful idea and asked the director to reach out to PBS.

C. Percent for the Arts

1. Proposed Rules and Regulations

Director Taitague informed the Board that she and PC IV Balbas are scheduled to meet with the governor's policy advisor regarding any concerns she may have with the proposed rules and regulations for the percent for the arts. If there are any concerns, they will be related to the Board. Chair Guzman stated that individuals from the University of Guam have reached out to her regarding the percent for the arts. Director Taitague responded that she has communicated with UOG and as a courtesy provided them with copies of a percent for the arts documents such as the memorandum of agreement (MOA) and request for proposal that were used in previous percent for the arts projects. She also informed them that CAHA does oversee percent for the arts projects at educational facilities. They have the control of their percent for the arts project per Public Law 33-235. Chair Guzman responded that there is some confusion about this and indicated that a meeting between UOG and CAHA should be scheduled.

2. Department of Public Health and Social Services (DPHSS) Bio Lab

Director Taitague indicated that CAHA is waiting on the draft MOA and RFQ from the DPHSS.

3. Guam International Airport Authority (GIAA)

Director Taitague indicated that she is waiting on the review of the MOA by the GIAA deputy manager.

D. FestPac

Chair Guzman indicated that the resolution regarding the lifetime ban was still pending. Member Master Rabon responded that the resolution was already passed by the board. He stated that the letter to the FestPac delegates regarding the lifetime ban needed to be revised. Director Taitague stated that the Member Bollinger was making the revisions to that letter. Chair Guzman recalled that the tone of Fest Pac the letter needed to be changed and that the revisions were minor. Member Bollinger responded that he would have the revised letter ready later this week. Chair Guzman informed the board that she is a member of the FestPac working group and is in Fiji right now for a meeting. New Caledonia plans to host FestPac 2028, they are facing challenges so this could change. Cook Islands and Fiji are making a bid to host FestPac 2032.

E. Executive Director's Report (continued)

1. Financials – Bank of Guam

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The director indicated that she provided a balance report for all CAHA bank accounts, as well as, the TCD's portfolio which was included in the board packet.

2. Art Bank

Director Taitague stated that PCs Sablan and Duenas have begun visiting the smaller government agencies to take inventory and assess artwork that are on display in the various facilities.

3. Website

Director Taitague stated that the website is status quo.

Director Taitague added that she is still the acting director for the Guam Public Library System (GPLS). Chair Guzman inquired how much longer she will serve as the acting director for GPLS. Director Taitague responded that they will be recruiting for a new director, once a new director is hired then she will no longer be acting. She added that she will be leaving next Monday with the GPLS staff to Saipan for a workshop. She added that she would be away all of next week and PC IV Balbas will be CAHA acting director until she returns.

F. Humanities Guahan Partnership (continued) and Te'Ada

Director Taitague stated that Humanities Guahan did not receive funding support from Creative West this year. She added that if CAHA gave Humanities Guahan, \$10,000 for Te'Ada the monies would be applied to lodging, ground transportation and shipping, set and props. The board expressed concerns that \$10,000 was too much for the Te'Ada project, as there were other major sponsors and resources. Chair Guzman added that the MOA with Humanities Guahan mentions other projects, such as the Marianas History Conference that will be held in Guam this year and the Art + ideas project. Secretary Kloppenburg recalled that it was mentioned at a previous board meeting that the NEA and the NEA encouraged collaborations between state art agencies and their humanities counterpart. The board agreed that Humanities Guahan should assist with CAHA projects, such as the Masters Recognition Program and Maga'Haga Awards. Chair Guzman suggested that Humanities Guahan could assist with the masters' writeup, for instance. After some discussion, Vice Chair Ronquillo moved to approve \$10,000 for the collaboration, with the caveat that Humanities Guahan will assist with CAHA with the Masters recognition program and the Maga Haga Awards. There was no second to that motion. Vice Chair Ronquillo withdrew his motion. After further discussion, the board recommended that the Te'Ada workshop that is to be held at CAHA benefit the underserved community.

Vice Chair Ronquillo moved to approve \$5,000 for Humanities Guahan's Te'Ada project. Motion seconded by Secretary Kloppenburg.

VII. New Business

A. Performance Evaluation for Executive Director

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Chair Guzman stated that the director's evaluation is coming up on March 23, 2025. Director Taitague informed the Board that a copy of government of Guam's work planning and performance evaluation form is included in the board packet. Chair Guzman noted the importance of the performance evaluation of the director.

B. Election of Officers

Chair Guzman announced the board elections will be held in April and she expressed the importance of the elections.

VIII. Announcements

Chair Guzman announced the next board meeting is scheduled for April 8 at 3 PM. She added that the dates for board meetings for the rest of this year were included in today's packet under the agenda. Director Taitague invited the board to the 4th Annual Poetry Out Loud Competition organized by CAHA will take place this Saturday, March 15th at the Guam Museum.

IX. Adjournment

With no further business to discuss, Chair Guzman adjourned the meeting at 4:48 pm.

MINUTES CERTIFIED AND ATTESTED TO BE TRUE AND CORRECT BY:

Donna Kloppenburg

Donna Kloppenburg

Secretary

Guam Council on the Arts and Humanities Agency

April 8, 2025

Date

PREPARED BY:

Jackie Balbas

Jackie Balbas

Program Coordinator IV

Guam Council on the Arts and Humanities Agency

April 8, 2025

Date

**Guam Council on the Arts and Humanities Agency
Board Meeting
February 11, 2025 • Tuesday • 3:00 pm
CAHA • Suite 202 DNA Building • 238 Archbishop Flores Street, Hagåtña**

MINUTES

I. Called to Order

The meeting was called to order at 3:21 pm. by CAHA Vice Chair Max Ronquillo. Notice of this meeting was published in the newspaper, the Guam Daily Post on February 4 and seventh, in compliance with open government law, and it included the agenda for today's meeting.

II. Roll Call

Present at the meeting:

CAHA Board

In-Person – Vice Chair Max Ronquillo, Secretary Donna Kloppenburg, and Members Frank Rabon, Simone Bollinger Paul Mendiola and Mayor Kevin Susuico.

Management and staff

In-Person: Director Angie Taitague

Via Zoom – Program Coordinators Mark Duenas and Noah Sablan, and Administrative Officer Ordella Cruz.

III. Approval of Minutes – January 16, 2025

Vice Chair Ronquillo indicated that the next item on the agenda was the review and approval of the minutes of the January 16, 2025 minutes. He allowed the members sometime to review the minutes. After a brief review, Member Bollinger moved to approve the minutes of the January 16, 2025 board meeting subject to the following correction: the correction of Member Bollinger's last name and *"Member Mendiola seconded the motion, made by Member Bollinger to approved the December 12, 2024 minutes."* Motion seconded by Member Mendiola.

Motion Carried – Unanimously Approved

IV. Executive Director's Report

Director Taitague indicated that copies of her director's report were included in the board packets.

A. Financials – Bank of Guam

The director indicated that she provided a financial update for all CAHA bank accounts, as well as, the TCD's portfolio which was included in the board packet.

B. Percent for the Arts

The director announced that the proposed percent for the arts rules and regulations has been forwarded to the governor's office for review.

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C. Art Bank

Director Taitague informed the board that art bank assessment is ongoing. PC I's Sablan and Duenas have been visiting of senator's offices and some of the government agencies conducting inventory and assessing the art bank in those facilities.

D. Resignation of Andrea Murer and CAHA Gallery

The director announced that Andrea Murer has resigned from CAHA and returned to the governor's office. The gallery duties have been assigned to PC I's Duenas and Sablan. Member Mendiola asked what other duties were performed by Ms. Murer. Director Taitague responded that Ms. Murer also did graphic arts work and handled the social media. CAHA eventually will be recruiting to fill the PCI position and will include a selective factor for graphic design and layout skills. Chair Guzman recommended that this discussion continue at later time.

E. Website

The director indicated that she is working with Rhaj from GuamWEBZ on the agency's website. CAHA website is being updated. She encouraged the board view the website and to provide feedback on its user-friendliness.

F. Creative West Grant Partnership

Director Taitague stated that CAHA had previously received \$75,000 from Creative West, through a Memorandum of Agreement (MOA) \$25,000 per year over a three-year period which already ended. Director Taitague informed the board that Creative West via a letter from them dated February 3, 2025 is now offering a partnership grant to CAHA and the two other pacific jurisdictions. Grant period will be three years at \$20,000 per year effective January 2025. The director added that all she has to do is go in to the system, complete the grant application and sign the agreement. The monies will be transferred into CAHA's no appropriated revolving account. The grant monies can be used to support artisans and sponsors festivals within the community for example. Secretary Kloppenburg made a motion to approve and allow the director, on agency's behalf to enter into this partnership agreement between the Creative West and CAHA to receive 20,000 a year per year, starting in 2025 for a three- year period. Member Mendiola seconded the motion.

Motion Carried – Unanimously Approved

G. 44th Flame Tree Arts Festival

Director Taitague informed the board that she received an invitation via email from Ms. Gloriana Teuira, the director of the Saipan Arts Council inviting to the 44th Flame Tree Arts Festival scheduled from April 25 – 27, 2025 at the Garapan Fishing Base. They are inviting artists in all disciplines to the festival. Off-island delegates will not be charged for their participation. The email invitation is included in the board packet.

Motion Carried – Unanimously Tabled

H. Masters Recognition Program

Member Master Rabon emphasized the importance of maintaining the prestige of the Master title and the need for apprenticeship. Vice Chair Ronquillo moved to table the master's recognition program to allow for legislative updates.

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V. FestPac 2024 Report

Director Taitague stated that she had already sent the FestPac budget to the CAHA Chair/FestPac Chair. The chair is off-island. Member Bollinger moved to table the FestPac report until the next meeting. Secretary Kloppenburg seconded the motion.

Motion Carried – Unanimously Tabled

VI. Board Action

Humanities Guahan Partnership

Director Taitague informed the board that the included in the board packet was the proposal for a collaborative partnership with Humanities Guahan that included three projects: Nothing Micro About Micronesia Tour, Marianas History Conference and Arts + Ideas workshops and a Memorandum of Agreement (MOA). After some discussion, it was the consensus of the board to table the Humanities Guahan partnership as the document presented was not detailed and until the director can get clarification regarding the following:

1. An itemized budget to include how CAHA funds will be utilized; and
2. How the funds will be utilized; and
3. Whether a MOA between CAHA and a nonprofit has to be reviewed by the attorney general.

Member Master Rabon moved to table the Humanities Guahan partnership. Member Bollinger seconded the motion.

Motion Carried – Unanimously Tabled

VII. Old Business

A. Maga'Haga Art Awards (October 4, 2025)

Secretary Kloppenburg reported that things are progressing. Staff has paid site visits to numerous hotels assessing what would be the most appropriate venue that would need our needs. We are looking to have a large event of approximately 300 people. This is not a fundraiser. The board allocated \$25,000 from the revolving account for the event, but CAHA will most likely be seeking community support. Since the awards were last presented over 20 years ago, this event has to be special. We'll be having heritage artists showcase their works and there'll be performances. Secretary Kloppenburg stated that all suggestions and ideas are welcomed.

B. Masters Recognition Program

Director Taitague reported that Senator Barnett's amendment regarding the Masters Recognition Program did not make it to session during the last legislature. She added that she will schedule a meeting with CAHA's oversight chair, Senator Shelly Calvo regarding this matter. Senator Barnett has also reached out to director regarding this matter. Secretary Kloppenburg moved to table the Masters Recognition Program to allow for legislative updates. Moton seconded by Member Master Rabon.

Motion Carried – Unanimously Tabled

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Member Bollinger extended her apologies as she had to leave the meeting.

C. Strategic Plan Update

Vice Chair Ronquillo suggested that the strategic plan be tabled. Secretary moved to table the strategic plan. Guzman requested that the strategic plan be tabled until the next meeting. Secretary Kloppenburg moved to table the strategic plan until the next meeting. Motion seconded by Member Master Rabon.

Motion Carried – Unanimously Tabled

D. Percent for the Arts

i. Revised Guidelines (rules and regulations)

Director Taitague stated that she nothing to report on the revised rules and regulations for the percent for the arts. Secretary Kloppenburg moved to table the percent for the revised guidelines (rules and regulations). Member Mendiola seconded the motion.

Motion Carried – Unanimously Tabled

GIAA

The director stated that the Guam International Airport Authority's (GIAA) has sent the memorandum of agreement (MOA) to their legal counsel for review and are awaiting a response. CAHA is waiting on the GIAA's request for proposal (RFP) and the approved MOA.

DPHSS Bio Lab

The director reported that regarding Department of Public Health and Social Services (DPHSS) bio training laboratory compliance with the percent for the arts, the memorandum of agreement is being prepared and will include the director of public works as a signatory.

VIII. New Business

Vice Chair Ronquillo announced that there was no new business to discuss.

IX. Announcements

Vice Chair Ronquillo announced that the next board meeting is scheduled for March 11, 2025. Director Taitague added that the schedule for the 2025 board meeting was listed under the agenda for today's meeting. She announced that next exhibitors at the CAHA Gallery would St. John's School with their opening night scheduled for this Friday, February 15th.

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X. Adjournment

With no further business to discuss, Vice Chair Ronquillo adjourned the meeting at 4:31 pm.

MINUTES CERTIFIED AND ATTESTED TO BE TRUE AND CORRECT BY:

Donna Kloppenburg
Donna Kloppenburg
Secretary
Guam Council on the Arts and Humanities Agency

April 8, 2025
Date

PREPARED BY:

Jackie Balbas
Jackie Balbas
Program Coordinator IV
Guam Council on the Arts and Humanities Agency

April 8, 2025
Date



HÅGAT MAYOR'S OFFICE

P.O. BOX 786 HAGATÑA, GUAM 96932
TEL: 671-565-2524/4335 FAX: 671-565-4826
EMAIL: hagatmayorsoffice@gmail.com

Kevin J. T. Susuico

MAYOR

Christopher J. Fejeran

VICE MAYOR

March 17, 2025

To: Angie R. Taitague, Director
Council on the Arts and Humanities Agency
Board of Directors

From: Mayor Kevin J. T. Susuico
Municipality of Hågat

Buenas yan Håfa Adai,

The Mayor's Office and the Municipal Planning Council of Hågat are thrilled to announce the 16th Annual Hågat Mango Festival. This three-day event will be held at the Hågat Sagan Bisita. The festival will kick off on Friday, May 23, 2025, 6PM to 10PM, and will continue on Saturday, May 24th, and Sunday, May 25, 2025, 10AM to 10PM.

The Annual Mango Festival 2K/5K Run/Walk Race will kick off the festival on Saturday, May 17, 2025 starting at 6AM. We are bringing back Little Miss Mango Pageant for this year's festival.

The Hågat Mango Festival has been expanding each year, drawing in both locals and tourists to the municipality of Hågat. This vibrant festival features a diverse array of food, vendor booths, entertainment, games, kid-friendly rides, and contests, creating a fun and exciting event for families.

We are reaching out to request your sponsorship for our upcoming Mango Festival. The festival has been highly successful in previous years, and we believe that with your support, we can make this year's event even better. The proceeds from the festival will benefit several important initiatives, including our Youth Educational Scholarship Program, Humanitarian Medical Assistance, Village Beautification Projects, Youth Summer Programs, Youth and Masters Sports Programs, Community Building Repairs, and other programs and events that support our Hågat Community.

Your support will help us cover the event's hosting costs, and we sincerely appreciate your generosity. Attached is the Sponsorship Form for your reference.

Thank you for your time, and we hope to hear from you soon.

Best Regards,

Mayor Kevin J.T. Susuico





Honorable Lou Leon Guerrero
Maga' hága'
Governor of Guam

Honorable Joshua Tenorio
Segundo Maga' lahi
Lieutenant Governor of Guam

Angie R. Taitague
Director

April 4, 2025

Mr. Lester L. Carlson Jr.
Director
The Bureau of Budget and Management Research
Governor's Complex, Adelup
PO Box 2950, Hagåtña, Guam 96932

Subject: Justification for Travel of Guam State Poetry Out Loud Coordinator and the
Guam Champion's Performance Coach to the 2025 Poetry Out Loud
National Finals May 5-7, 2025 in Washington DC.

Hafa Adai! Poetry Out Loud (POL) is a national educational program supported by the National Endowment for the Arts (NEA) and the Poetry Foundation, designed to engage high school students in the exploration and performance of outstanding poetry through memorization. In Guam, the local initiative is managed by CAHA, the state arts agency. On March 15, 2025, Ms. Gracie Manibusan, a 9th grader from Notre Dame High School, emerged victorious in the 4th Annual Guam Poetry Out Loud Competition held at the Guam Museum. She will represent Guam at the POL National Finals in Washington, D.C., from May 5-7, 2025, competing against champions from all 50 states and five additional jurisdictions.

CAHA is preparing to send a staff member and Ms. Manibusan's performance coach to the national finals. Ms. Jacqueline Balbas, the Program Coordinator IV and Guam Poetry Out Loud State Coordinator, will be one of the representatives. Accompanying her will be Ms. Manibusan's Performance Coach, Mr. Ean Taijeron, who has been coaching her since her victory at the Notre Dame High School Poetry Out Loud Contest. His guidance has been instrumental throughout the island-wide competition, the 4th Annual Guam Poetry Out Loud Competition and continues as they prepare for the upcoming national event. Mr. Taijeron's role is crucial and it is important that he travel to the finals, as he has helped Ms. Manibusan overcome stage fright, enhance her confidence, and develop her communication skills, body language, tone of voice, and overall presentation abilities.

For the fiscal year 2025, the NEA has allocated \$25,000 from CAHA's partnership grant funds under NEA Partnership Award 1932238-61-24 specifically for the Poetry Out Loud initiative. These funds will support the travel of both the state coordinator and the Guam champion's coach. Enclosed are communications from Lauren Miller, NEA Literacy Arts Manager responsible for the Poetry Out Loud program, as well as from Lara Garritano, NEA State and Regional Partnership Manager, who oversees CAHA's partnership grant and Rachel McKean, NEA Grants Management

Specialist. These emails confirm that the allocated funds can be utilized for Ms. Balbas and Mr. Taijeron's travel, per diem, meals and incidental expenses.

This event presents a distinctive opportunity for representatives from state arts agencies and program coordinators to convene, share insights, and bolster the effectiveness of Poetry Out Loud programs. The National Finals not only serve as a benchmark for states and jurisdictions to emulate in their own competitions but also provide a platform for the NEA and state arts agencies to underscore the significance of arts programs for youth to congressional members. The NEA places great importance on the contributions of state arts agencies in advancing Poetry Out Loud and actively encourages their involvement in discussions aimed at program enhancement. The participation of state arts agency representatives at the National Finals has been crucial to the success of Poetry Out Loud at both state and jurisdictional levels. This gathering fosters valuable networking and collaboration opportunities among peers and national program managers, further strengthening the program's impact and reach. The NEA recognizes and appreciates the dedication of each state arts agency in promoting and expanding Poetry Out Loud initiatives.

Should you require further information, please do not hesitate to contact me at (671) 300-1207/ (671) 486-2642 or via email at angie.taitague@caha.guam.gov. Si Yu'os Ma'ase and thank you.

Regards,


Angie Taitague
Director



POETRY OUT LOUD

Get involved today! Contact your state arts agency.

Poetry Out Loud® lifts poetry off the page, creating community and connection. Through this program, high school students across the country participate in a dynamic poetry recitation competition that is designed to improve their public speaking skills, help build confidence, and teach them about literary history and contemporary life. A partnership with the National Endowment for the Arts, the Poetry Foundation, and state and jurisdictional arts agencies, Poetry Out Loud® provides free lesson plans and other educational materials to teachers and organizers, including an online anthology of 1,200 classic and contemporary poems. The program starts at the local level with a school or participating organization. Winners then may advance to a regional and/or state competition, and ultimately to the national finals. Awards and placements are determined solely by judges' scores based on the Poetry Out Loud Evaluation Criteria. Poetry Out Loud takes place in all 50 states, American Samoa, District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands. Since the program began in 2005, more than 4.4 million students and 81,000 teachers from 20,000 schools across the U.S. have participated in Poetry Out Loud.

Competition Structures and Awards

Poetry Out Loud can be conducted virtually or in-person. The program starts at the classroom/school or at the local level with an area organization. Winners then may advance to a regional and/or state competition, and ultimately to the national finals. Awards and placements are determined solely by the judges' scores based on the Poetry Out Loud Evaluation Criteria.

Non-school organizations, such as after school clubs, libraries, or non-profit organizations, may also choose to run Poetry Out Loud. Students may only compete in one stream—either with their school or an organization. Students unable to participate at their school or local organization should contact their state Poetry Out Loud coordinator to discuss other opportunities for inclusion in the state's official competition.

Each winner at the state level receives \$200 and an all-expenses-paid trip (with an adult chaperone) to Washington, DC, to compete at the National Finals. The state winner's school/organization receives \$500 for the purchase of poetry materials. The first runner-up in each state receives \$100, with \$200 for their school/organization. At the national finals, a total of \$50,000 in awards and school/organizational stipends are awarded annually including a \$20,000 award for the National Champion, \$10,000 for 2nd place, \$5,000 for 3rd place, and \$1,000 for 4th-12th places. The representing schools/organizations of each of the top 12 finalists receive \$500 for the purchase of poetry materials.

Program Materials and Schedule

Poetry Out Loud provides free curriculum materials—all available online—including a poetry anthology, a comprehensive teacher's guide, videos of student performances, lesson plans, and promotional and media resources. Limited hard copies of materials are available for teachers participating in the official program but anyone can access the online materials.

After schools or organizations register with their state arts agency, materials are sent on a rolling basis beginning in August. Poetry Out Loud does not require full class periods and can be completed in 2-3 weeks. States hold their competitions by mid-March. Following the state finals, the national finals are planned to be held in Washington, DC, from May 5 -7, 2025. This is the 20th anniversary of this initiative.

While teachers, students, and poetry lovers everywhere can use this website and its free materials to organize their own competitions, the official competition is limited to the programs run by each state's art agency.

2025 Poetry Out Loud National Finals

[Event Summary](#)[Post Registration](#) [Agenda](#)

Congratulations, you are now
registered!

Your Confirmation Number is:

7GNT4MFDMSV

You will receive an email with your registration details.

[Add to Calendar](#)

Registration Summary

Review your registration information below

Jacqueline G Balbas

jacqueline.balbas@caha.guam.gov

^

CC Email Address

jacqueline.balbas@caha.guam.gov

Company

Guam Council on the Arts and Humanities
Agency

Title

Program Coordinator IV

Address

PO Box 2950
PMB 626
Hagatna, Guam 96932
Guam

Mobile

+16714565387

Home Phone

16717342456

Work Phone

16713007584

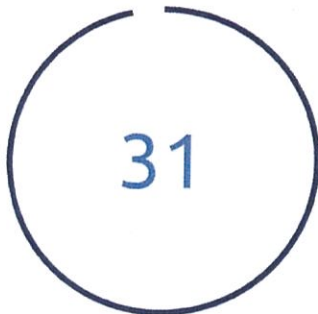
Agenda

Item	Date	Price
Sessions		
POL 2025 On-Site	5/5/25, 12:00 PM -	Free
Registration	5/5/25, 5:30 PM	
Meet and Greet	5/5/25, 4:30 PM - 5/5/25,	Free
Reception	5:45 PM	
Welcome Banquet -	5/5/25, 6:00 PM - 5/5/25,	\$75.00
Event Guests & State	7:30 PM	
Agency/ POL		
Coordinators		
State Agency, POL	5/5/25, 7:30 PM - 5/5/25,	Free
Coordinator, and	9:00 PM	
Teacher Cocktail		
Reception		

Semifinal One	5/6/25, 9:00 AM - 5/6/25, 12:00 PM	Free
Semifinal Two	5/6/25, 1:00 PM - 5/6/25, 4:00 PM	Free
Semifinal Three	5/6/25, 5:00 PM - 5/6/25, 8:00 PM	Free
State Arts Agency Meeting	5/7/25, 10:00 AM - 5/7/25, 11:30 AM	Free
National Finals - Guests and State Agency Staff/POL Coordinators	5/7/25, 7:00 PM - 5/7/25, 9:15 PM	Free
Free Style Slam	5/7/25, 9:30 PM - 5/8/25, 12:00 AM	Free
National Finals After Party	5/7/25, 9:30 PM - 5/8/25, 12:00 AM	Free

Add Group Member

See you in...



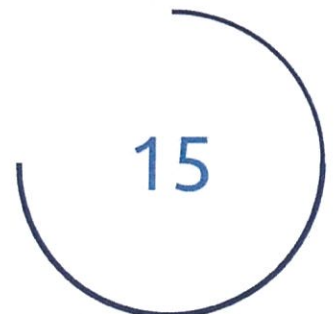
DAYS



HOURS



MINUTES



SECONDS

Modify Registration

Cancel Registration

Email: official@guamairport.net

LETTER OF TRANSMITTAL

VIA EMAIL: angie.taitague@caha.guam.gov
DATE: April 4, 2025
TO: Angie Taitague, Director
Guam Council on the Arts and Humanity Agency
FROM: Executive Manager
SUBJECT: MOA and Art RFP

ITEMS

DESCRIPTION

1 Digital Copy Memorandum of Agreement (MOA) Between the Guam Council on the Arts and Humanity Agency and the A.B. Won Pat International Airport Authority, Guam (GIAA)
1 Digital Copy Art RFP

<input checked="" type="checkbox"/> (X) For your information and use	<input type="checkbox"/> () Per our conversation
<input type="checkbox"/> () For your files	<input type="checkbox"/> () Pls. provide us with copy
<input type="checkbox"/> () Per your request	<input type="checkbox"/> () For necessary action
<input type="checkbox"/> () For signature & return to our office	<input type="checkbox"/> () For Billing Purposes

Remarks:


John M. Quinata

Attachments

MEMORANDUM OF AGREEMENT

Between

GUAM COUNCIL ON THE ARTS AND HUMANITIES

and

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

This **MEMORANDUM OF AGREEMENT** (hereafter referred to as “MOA”) is entered as of January 8, 2025 (“Effective Date”) into by and between the GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY (“CAHA”) and the A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (“GIAA”).

WHEREAS, CAHA administers Guam’s One Percent for the Arts Program (the “Program”) established by the Arts in Public Buildings and Facilities Act (the “Act”) codified at 1 GCA § 850 et seq.; and

WHEREAS, GIAA is engaged and will be engaged in various construction projects that may be subject to the Program and the Act; and

WHEREAS, GIAA has certain obligations under its grant agreements with the Federal Aviation Administration relating to the use of Airport revenues (“GIAA Grant Obligations”); and

WHEREAS, GIAA and CAHA desire to enter into this MOA to set forth procedures, terms, and conditions that permit GIAA to comply with the Program and the Act while upholding its Grant Obligations.

NOW THEREFORE, CAHA and GIAA, for and in consideration of the mutual covenants hereinafter set forth hereby AGREE as follows:

I. APPLICABLE PROJECTS; ONE PERCENT ALLOCATION

A. Construction Projects. The GIAA construction projects subject to this MOA are set forth in **Attachment 1**, attached hereto and incorporated herein.

B. GIAA Art Allocation. The agreed upon allocation for art required by the Act for each construction project shall be set forth in **Attachment 1**. GIAA and CAHA may negotiate the art allocation amount on a project-by-project basis. GIAA’s art allocation is referred to herein as the “GIAA Art Allocation.”

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GUAM COUNCIL ON THE ARTS AND HUMANITIES
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C. Additional Projects. GIAA and CAHA may amend **Attachment 1** to add new

GIAA construction projects by written agreement of the parties. Said amendment shall also state the GIAA Art Allocation for each new project.

D. CAHA Administrative Fee. One percent (1%) of the GIAA Art Allocation shall be payable to CAHA for administrative costs associated with carrying out this MOA as set forth herein (“CAHA Administrative Fee”). The CAHA Administrative Fee for each construction project shall be set forth in **Attachment 1**.

E. Use of Funds. The GIAA Art Allocation may be used for the costs associated with design, composition, construction, mounting, display, exhibition, performance, broadcast, maintenance, replacement, and administration of works of art in any of GIAA’s buildings. “Works of art” “art” or “works” as used in this MOA shall include, but not be limited to, media art, performing arts, native arts, traditional arts, recycled art, literature, filmmaking, and arts education. Administration costs include costs incurred by GIAA to administer this MOA and the CAHA Administrative Fee. At the end of each Fiscal Year, GIAA shall provide CAHA with an accounting of the use of the GIAA Art Allocation.

II. SELECTION OF ARTISTS

A. **Solicitation and Selection of Artists.** GIAA, upon consultation with CAHA, shall solicit artists through the issuance of one or more requests for proposals (“RFP”), substantially in the form of **Attachment 2**. The type/form and theme of the works of art solicited in each RFP and the production schedule and deadlines shall be at the sole discretion of GIAA. GIAA shall administer the RFP process in accordance with the Guam Procurement Law and Regulations.

B. **Selection of Artists.** Selection of artists and works of art shall be by a selection committee comprised of five (5) members, appointed according to the Act. The selection committee shall submit its recommendations to the Director of CAHA and Executive Manager of GIAA. The final decision regarding the selection committee’s recommendations shall be by the Executive Manager of GIAA, in consultation with the Director of CAHA.

C. **Contracts with Artists.** GIAA and CAHA shall enter into agreements (“Commission Agreements”) for the commission of works of art (“Commissioned Art” or “Commissioned Work” or “Commissioned “Works of Art”) with the selected artists (“Commissioned Artists) substantially in the form attached hereto as **Attachment 3**. The amount for each Commissioned Work of Art will be negotiated with the Commissioned Artists by GIAA, upon consultation with CAHA.

III. PAYMENT

A. **Not to Exceed GIAA Allocation.** GIAA’s total art program shall not exceed the GIAA Art Allocation.

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B. Payment to Artists. Commissioned Artists shall remit payment applications to

CAHA for approval. CAHA will review the payment applications and if approved, forward a copy to GIAA for final approval and processing. In no event shall GIAA be liable to pay a Commissioned Artist an amount that exceeds the fee set forth in the Commission Agreement. Payments to Commissioned Artists will be made by GIAA after approval by GIAA. CAHA shall oversee and coordinate all issues and questions relating to the payment applications.

C. CAHA Administrative Fee. GIAA shall pay CAHA the CAHA Administrative Fee. GIAA, in its discretion, may pay the CAHA Administrative fee in increments proportionate to the GIAA Art Allocation for a particular project.

IV. WORK PERFORMANCE AND RESPONSIBILITIES

A. Access. GIAA shall allow the proposing artists, Commissioned Artists, CAHA employees, and members of the selection committee reasonable access to GIAA buildings where the works of art will be located. All such access shall be subject to GIAA rules and regulations, including, but not limited to, satisfaction of requirements relating to security badging. Completion of site specific safety orientation and training may be a pre-requisite for entry.

B. Waiver of Rights. Each party's payment of fees for the services required under this MOA shall not be construed to operate as a waiver of any of its rights hereunder or of any cause of action arising out of the other party's failure to perform this MOA. Each party shall be, and remain, liable to the other party for costs which may be reasonably incurred by the other party as a result of its negligent performance or any responsibilities under this MOA, as specifically limited by the sovereign immunity of the government of Guam, and by the Government Claims Act, 5 GCA §§ 6101, et seq.

C. No Liability. No party assumes any liability for any accident or injury that may occur to any other party, its officers, agents, dependents, staff, contractors, or personal property. No party shall be liable to the other party for any work performed or costs incurred by such other party prior to their execution of this MOA; and each party hereby expressly waives any and all claims for service performed in expectation of this MOA.

D. Compliance with Laws. Each party shall comply with all applicable laws of the United States and of Guam in exercising its rights and performing its obligations under this MOA. In addition, each party shall comply, and cause its agents, employees, and contractors to comply, with all applicable laws of the United States and of Guam in performing work under the contracts and/or accessing the project site.

V. MAINTENANCE AND ACCESS TO RECORDS

For three (3) years from the date of the final payment under a Commission Agreement, CAHA and GIAA shall maintain, and cause their contractors to maintain all books, documents, papers,

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GUAM COUNCIL ON THE ARTS AND HUMANITIES
A.B.WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

accounting records, and other evidence pertaining to costs incurred under the Commission Agreement and this MOA and shall make such materials available for inspection at their respective offices at all reasonable times.

VI. OWNERSHIP OF WORK and MATERIALS

A. Material Produced Prior To Effective Date. Each party hereto shall retain ownership of project-related documents, drawings, and specifications ("Material") it alone produced prior to the Effective Date. Any and all material jointly produced by the parties prior to the Effective Date shall remain jointly owned by the parties. Each party grants the other party full rights of use to its material as well as to the jointly produced material.

B. Material Produced After Effective Date. All Material, audiovisual recordings, and any and all tangible work product produced pursuant to a Commission Agreement, no matter if produced by CAHA, a Commissioned Artist, GIAA or its contractor(s), shall be the property of GIAA, and GIAA hereby grants CAHA full rights of use indefinitely thereto. CAHA shall be entitled, at its cost, to one copy of all such Material, audiovisual recordings, and tangible work product produced under the Commission Agreements.

C. Commissioned Art. GIAA shall have sole ownership of all Commissioned Work. Neither CAHA nor the Commissioned Artists shall have the right to remove the Commissioned Work from GIAA. Commissioned Artists shall retain intellectual property rights to use their commissioned work in their portfolio and on their respective websites. By purchasing the work, GIAA shall have exclusive right to use the art in exhibits, on its websites, and in print and video format for promotional purposes. Any reproductions of the commissioned work made by CAHA or GIAA must be approved in writing by the Commissioned Artist. In the event that GIAA and/or CAHA duplicate the commissioned work for a commercial endeavor, the Commissioned Artist will be credited and compensated via royalties or licensing fees by GIAA or CAHA as appropriate and as specified in the individual Commission Agreements between GIAA/CAHA and each Commissioned Artist.

VII. TERMINATION.

A. Termination By Notice. At any time a party may, by thirty (30) day prior written notice to the other, terminate this MOA in whole or in part either. The parties fully recognize that any Commission Agreements already in effect on the date this MOA is terminated, are separate legal undertakings and can only be terminated in accordance with their own terms.

B. Upon termination of this MOA if no Commission Agreement has been entered into or, if they have, upon termination of such contract by either party thereto, all plans, drawings, briefs, reports, summaries, completed artwork and artwork in progress, and such other information and materials as may have been produced under either contract and utilized by either party hereto in connection with the project shall be placed in the possession of GIAA. Ownership thereof and rights of use thereto shall be determined in accordance with Section VI

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hereof. GIAA may, upon termination, retain as an off-set for such expenses or fees due to CAHA in connection with the Commission Agreement any funds owed to GIAA. Commissioned Artists shall be entitled, however, to be paid or reimbursed fully and promptly by GIAA for all work satisfactorily performed by them.

VIII. NOTICES.

Unless during the term of this MOA a party notifies the other party in writing of a change or other address to be used, any notices or notification required or permitted to be given shall be given promptly in writing and delivered in person or by certified mail return receipt requested to the parties at the following addresses:

CAHA

Delivery Address:
Attn: Director
The DNA Building,
238 Archbishop FC
Flores Street, Suite 202
Hagatna, Guam 96910

Mailing Address:

Attn:
Director
P.O. Box 2950
Hagatna, Guam 96932

GIAA

Attn: Executive Manager
P.O. Box 8770
Tamuning, Guam 96931

IX. MISCELLANEOUS PROVISIONS.

A. Law; Venue. This MOA is made under and shall be governed and construed in accordance with the laws of Guam, and the Superior Court of Guam shall have exclusive jurisdiction over any and all disputes, as specifically limited by the sovereign immunity of the government of Guam, and by the Government Claims Act, 5 GCA §§ 6101, et seq.

B. Severability. If any provision of this MOA shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed stricken and the MOA shall be enforced according to its valid and subsisting terms and provisions.

C. No Waiver. The failure of either party to insist upon strict compliance with any term, provision, or condition of this MOA shall not be construed as a waiver of either party's rights and remedies under this MOA.

D. Approvals. Any approval required herein by GIAA shall mean that the approval of the Executive Manager of GIAA is required, unless another person is designated in writing to

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A.B.WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

issue a particular or limited approval.

E. Removal of Work. Removal of Commissioned Work shall be at the sole discretion of GIAA.

F. Modification. This MOA may only be modified in writing signed by the parties.

G. Effective Date. The terms of this MOA shall become effective on the date stated above and shall be binding upon the parties hereto and their representatives, successors, and assigns.

IN WITNESS HEREOF, the parties have executed this Memorandum of Agreement to be effective as of the Effective Date.

**GUAM COUNCIL ON THE
ARTS AND HUMANITIES AGENCY**

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

By: _____
Angie R. Taitague
Director

By: _____
John M. Quinata
Executive Manager

Date: _____

Date: _____

By: _____
Monica Guzman
Board Chair

By: _____
Brian J. Bamba
Chairman of the Board

Date: _____

Date: _____

ATTACHMENT 1**GIAA ART ALLOCATION**

GIAA ART PROGRAM							
CID PROJECT AMOUNT	ARTS PROGRAM 1%	PROA DESIGN	ART PROGRAM BUDGET	CAHA ADMINISTRATIVE FEE 1 %	Reserved for Art Maintenance	Total Commissioned Art Budget	Total Commissioned Art Budget Per FY
\$ 96,932,000.00	\$ 969,320.00	\$ 506,613.59	\$ 462,706.41	\$ 4,627.06	\$ 30,000.00	\$ 428,079.35	\$ 142,693.12
Program	Fiscal Year(S)	RFP Anticipated Issue Date	Art Work Location	Anticipated Art Work Placement	Budget Allocation Amount	Reserved for Art Maintenance, Administrative and Legal Fee's	Proposed Budget Commissioned Art
3 YEAR PROGRAM	FY25 FY26 FY27	RFP ISSUED BY GIAA	GIAA	TBD By GIAA & Artists' Proposal Submission	\$142,693.12 Per Fiscal Year	\$ 30,000.00	\$ 428,079.35

NOTE: Recalculation at the End of the Fiscal Year:

At the conclusion of each fiscal year—2025, 2026, and 2027—the budgeted amounts will be adjusted to reflect either a surplus or deficit. Any unspent funds will be carried over and allocated to the subsequent fiscal year. Conversely, any expenditures that exceed the budget for a given fiscal year will be deducted from the budget for the following year.

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

REQUEST FOR PROPOSALS
RFP NO. RFP-013-FY25

**COMMISSIONED ART FOR THE ANTONIO B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM**

P.O. Box 8770
TAMUNING GUAM 96931

JOHN M. QUINATA
EXECUTIVE MANAGER

Date of Issue: Thursday, April 17, 2025

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A. REQUEST FOR PROPOSALS (“RFP”) DOCUMENTS

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Basic Information
General Terms and Conditions

Attachment 1 – Artist Application

Attachment 2 -

B. REQUIRED FORMS FOR PROPOSAL SUBMITTAL

1. Special Reminder to Prospective Offerors
2. Affidavit Disclosing Ownership, Influence, Commissions and Conflict of Interest
3. Affidavit Regarding Non-Collusion
4. Affidavit Regarding No Gratuities or Kickbacks
5. Affidavit Regarding Contingent Fees
6. Affidavit Regarding Ethical Standards
7. Declaration RE Compliance with U.S. DOL Wage Determination and the most recent wage determination applicable to Guam issued by the U.S. Department of Labor
8. Title VI Solicitation Notice
9. Title VI Clauses for Compliance with Nondiscrimination Requirements
10. Title VI List of Pertinent Nondiscrimination Authorities
11. Acknowledgement of Receipt Form

C. PRELIMINARY SCOPE OF WORK

D. DRAFT AGREEMENT

A. REQUEST FOR PROPOSALS (RFP) DOCUMENTS

[INSERT ANNOUNCEMENT]

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE (all times are ChST)</u>	<u>LOCATION</u>
RFP Issue Date	Thursday, April 17, 2025	GIAA Administration Office, GIAA Main Terminal, 3rd Floor www.guamairport.com
Deadline for Registration – Pre-Proposal Conference and Tour	Wednesday, April 23, 2025	Single Point of Contact
Pre-Proposal Conference and Tour	Friday, April 25, 2025	GIAA Conference Room, GIAA Main Terminal, Ground Floor
Deadline for Receipt of Written Questions	Tuesday, April 29, 2025, 5:00 p.m.	Single Point of Contact
Proposal Submission Deadline	Tuesday, May 13, 2025, 4:00 p.m.	GIAA Administration Office, GIAA Main Terminal, 3rd Floor

BASIC INFORMATION**1. REGISTRATION**

All prospective Offerors must register by submitting to GIAA the Acknowledgment of Receipt Form included as part of this RFP. GIAA shall not be liable for failure to provide notice(s) or addenda to any prospective Offeror who does not submit an Acknowledgement of Receipt Form.

2. SERVICES REQUIRED

In accordance with the Guam Procurement Laws and Regulations, the Antonio B. Won Pat International Airport Authority, Guam ("GIAA"), a public corporation and autonomous instrumentality of the Government of Guam, as the end user and owner of the art solicited in this RFP, together with the Guam Council on the Arts and Humanities Agency ("CAHA") as the administrator of Guam's One Percent for the Public Arts Program (the "Program"), seek proposals from eligible individual artists or artist collectives to create and provide artworks to be displayed, exhibited, or broadcast by GIAA in its various properties. All proposed art must speak to the themes: Commemorating the history of the 50th anniversary of the A.B. Won Pat International Airport Authority's highlights, its pivotal role, and influence in Guam's development and or the Chamorro culture and traditions. GIAA may select one or more artists to provide Commissioned Art under this RFP.

"Art," "works of art," "works" or "artwork" as used in this RFP shall include, but not be limited to: visual arts, media arts, recycled art, and sustainability art.

3. DESCRIPTION OF THE WORK INVOLVED

The Preliminary Scope of Work, which describes the work to be accomplished, is contained herein as **Section C**. Upon final selection of the best qualified Offeror, the Preliminary Scope of Work may be modified and refined during contract negotiations.

4. TIME AND DURATION OF THE WORK INVOLVED

It is anticipated that the commissioned work will begin as soon as practicable and may continue for a period of up to one (1) year from the effective date of the contract. The agreement may be extended at the sole discretion of GIAA by written notice, for up to one (1) additional one (1) year term, not to exceed a total of two (2) years, subject to availability of funding. GIAA is not obligated to extend the agreement and does not have to give reasons if GIAA elects not to extend.

5. TYPE OF CONTRACT

A fixed-fee professional services agreement will be consummated between the awardee and GIAA in the form of **Section D**. The attached sample is subject to revisions to address issues specific to the type of art being commissioned. Offerors must show evidence of their license authorizing the Offeror to provide the solicited services in Guam at the time of contract signing. Time is of the essence in performing these services. Inordinate delays, as determined by GIAA, in obtaining any required Guam license or permit by the time of contract signing may result in the selected Offeror being determined non-responsible. The Executive Manager or designee may then enter into negotiations with the next most qualified Offeror in accordance with the Guam Procurement Law.

The agreement will provide that the contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefor. The agreement further provides that, in the event that funds are not available for any succeeding fiscal period, the remainder of the agreement shall be cancelled; however, this does not affect GIAA's

or Contractor's rights under any termination clause in the agreement. In the event of cancellation, Contractor shall be reimbursed the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services performed under the agreement. GIAA must notify Contractor on a timely basis that the funds are, or are not, available for the continuation of the agreement for each succeeding fiscal period.

6. PRE-PROPOSAL CONFERENCE

6.1. **Conference.** A conference to discuss the objectives and requirements of this RFP will be held on the date set forth in the Schedule of Events. GIAA representatives will be available to answer questions and conduct a site tour. All questions concerning this RFP are to be submitted in writing prior to the deadline for receipt of written questions set forth in the Schedule of Events. The written questions will be considered, but no assurance is made that they will be addressed during the conference. Questions may be deferred for subsequent written follow-up. All written questions timely submitted as well as GIAA's response will be made available to all offerors who register by submitting the Acknowledgment of Receipt form included with this RFP.

6.2. **Site Tour.** GIAA will provide an optional site tour following the pre-proposal conference. In order to facilitate security clearances for participants of the site visit, participants must register by the deadline stated in the Schedule of Events. To register for the tour, prospective offerors must complete and email the attached Tour Registration Form no later than the deadline set forth in the Schedule of Events to the Single Point of Contact. If a prospective offeror does not desire to participate in the tour, then registration is not required. Please note the following procedures and guidelines:

6.2.1 For security purposes, attendees must bring a current picture identification, such as a driver's license or passport and submit to security screening.

6.2.2. Attendees will not be allowed to leave the group.

6.2.3. No other tours will be offered at this time.

6.3. Attendance for Pre-Proposal Conference is NOT MANDATORY for proposal submission.

7. SUBMITTAL DATE

All proposals must be received at the GIAA Administration Office, A.B. Won Pat International Airport Authority, Guam, 3rd Floor, 355 Chalan Pasaheru, Tamuning, Guam, no later than the Proposal Submission Deadline set forth in the SCHEDULE of EVENTS.

8. RECEIPT AND OPENING OF PROPOSALS

Envelopes containing proposals shall be sealed and marked on the face with the name and address of the Offeror, the description of the services being solicited and the time and date of submission. Proposals shall be hand delivered, received and time-stamped at the place indicated in the RFP documents on or before the indicated submission deadline. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.

9. FORM OF SUBMITTAL

All proposals must be submitted in writing. Offerors must provide one (1) original (stamped original), five (5) copies and one (1) electronic file (.pdf format) of the proposal on a USB flash drive or compact disc by the submission deadline. Proposals should be submitted in a sealed

package to the address below no later than the submission deadline. The outside of the sealed package must clearly state the name and address of the Offeror and the RFP No. and name.

Deliver proposals to:

By Hand Delivery:

A.B. Won Pat International
Airport Authority, Guam Administration
Office, 3rd Floor 355 Chalan Pasaheru
Tamuning, Guam 96931
Attention: Executive Manager

By Mail:

A.B. Won Pat International
Airport Authority, Guam
P.O. Box 8770 Tamuning, Guam 96931
Attention: Executive Manager

10. ELIGIBILITY

To be considered as eligible, proposing artists must meet all the following criteria:

- A. Resided in Guam for at least 6 months;
- B. Pay taxes in Guam; and
- C. Registered with CAHA. Interested applicants may register with CAHA by visiting http://www.guamcaha.org/#artists_directory.

11. CONTENTS OF THE PROPOSAL

Proposals submitted by eligible artist ("Applicants" or "Offerors") in response to this RFP must include:

- A. Completed Artist Application (**Attachment 1**), which is divided into two (2) areas:
 - i. Artist background and history. Include a narrative on the Applicant's experience in creating art.
 - ii. Information on the proposed art ("Proposed Art").
 - a. Written narrative explaining and describing the Proposed Art and how it relates to the theme, type(s) of medium to be used, proposed timeline for completion, with delineated milestones, and location of where the Proposed Art will be produced. If the Proposed Art is to be produced in a location other than Guam, the Applicant should include an explanation on how the work-in-progress can be effectively monitored and inspected.
 - b. Narrative explaining the Applicant's ability to produce art of the size and scope required for the commission. Applicants shall provide a detailed narrative of his/her ability and/or approach to produce the art. This should include studio space (existing or proposed), specific experience in creating commissioned works of art, and overall capability.
- B. Professional resume(s) of all artists contributing to the Proposed Art.
- C. Portfolio of relevant past work. The portfolio shall include at least three (3) but not more than ten (10) samples of relevant work that expresses the Applicant's abilities and capabilities to produce the commissioned work. The portfolio should include representations or

photographs of past work (commissioned or not), information on the locations(s) of such work, and patrons.

- D. Four (4) letters of recommendation from patrons or professional references who are familiar with the Applicant's art produced in the past five (5) years.
- E. Sample representation of the Proposed Art.
- F. Copy of business license.
- G. Formation documents (if applicable).
- H. A statement of agreement with all the terms of the RFP and any addenda.

All timely proposals submitted in response to the RFP, including any samples submitted as part of the proposal, become the property of GIAA and will not be returned.

12. SELECTION OF BEST QUALIFIED OFFEROR AND PROPOSAL

- A. Evaluation and Ranking.** After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all timely proposals received under this solicitation. Discussion may be held with Offeror(s), via interviews or other means, to assist the Evaluation Committee with their evaluation of the proposals, if deemed necessary. CAHA and GIAA reserve the right to request additional information from Applicants. Each proposal shall be evaluated according to the criteria as reflected herein and shall be ranked accordingly.

The ranking of the proposals will be based on the averaging of the rankings awarded to the proposals by each committee member.

The evaluation scores will be tallied and a "Short Listing" may be established based on the ranking results of the evaluation scores. GIAA reserves the right to short-list a maximum of five (5) qualified Offerors.

- B. Selection and Award.** The Executive Manager will review the ranking results of the Evaluation Committee. The selection of the best qualified responsive Offeror(s) will be based on the ranking of the Offerors, which will be presented to the GIAA Board of Directors for approval. The highest ranked Offeror(s) will enter into negotiations with GIAA and CAHA. If contract terms can be successfully negotiated and an agreement can be reached as to a reasonable fee, the agreement will be finalized for execution by the selected Offeror(s) and GIAA and CAHA.

GIAA reserves the right to select one (1) or more artists to provide the services solicited in this RFP based on the Offerors' qualification ranking, subject to negotiations of fair and reasonable fees.

If negotiations are unsuccessful, GIAA and CAHA may enter into negotiations with the next most qualified Offeror(s), cancel or terminate the RFP in its entirety, or re-solicit for offers at a later date in accordance with applicable law.

13. EVALUATION CRITERIA

The following factors and their relative importance that will be used in the evaluation of proposals are:

	<u>Evaluation Criteria</u>	<u>Points</u>
1.	The Applicant's plan for performing the required services.	25 points
2.	The Applicant's professional experience, to include evaluation of references from patrons and other professional references.	20 points
3.	The Applicant's demonstrated ability to produce commissioned art as reflected by specific past experience in providing commissioned art similar to the Proposed Art, the general professional experience of the Applicant (and the Applicant's team), and the Applicant's demonstrated ability to meet schedules or deadlines.	20 points
4.	The quality and creativity of the Proposed Art relative to the theme.	25 points
5.	The personnel, equipment and facilities currently available or demonstrated to be available at the time of contracting.	10 points
Total		100 points

14. FEE PROPOSALS

Offerors shall not submit any cost or pricing data with their proposal. Fee proposals shall be submitted at a time and in a format as determined by GIAA.

15. COMPLETING THE WORK

From the outset, the work of all artists will be closely coordinated by CAHA and GIAA. Following contracting and the issuance of a Notice to Proceed, a kick-off meeting will be held between each contracted artist and CAHA and GIAA to discuss project schedules and deliverables. After this meeting, formal schedules projecting critical interim and completion dates for each of the participating disciplines will be generated. There may be different schedules for progress submittals and approvals, related progress payments, and final completion dates for the various artists selected.

Before the work of each artist is complete, meetings to discuss concept reviews, rough draft reviews, and a final draft review will be held. All artists are required to submit weekly progress reports with photos (if applicable) (transmitted via email) that document their progress. CAHA and GIAA will approve sketches to ensure that the design intent is being met and that the final deliverable is in keeping with the vision of GIAA.

It will be the responsibility of the artist to provide the art in the approved format within the timeline specified. Final design and installation of all pieces must comply with all building and safety codes and other criteria determined by CAHA and GIAA necessary for the safety of GIAA employees, tenants, and the traveling public. This is particularly important for three-dimensional designs that utilize heavy materials, moving parts, or glass. Therefore, any design deemed to be of too great a safety risk will not be considered.

All submissions and art delivered under the contract must be certified by the artist as original artwork.

16. LOCATION OF THE ART

All art will be displayed, performed, broadcasted, or exhibited in various locations throughout property owned by GIAA, at the sole discretion of GIAA. Specific locations are identified in **Attachment 2**. No provisions will be made to prevent unauthorized handling of the art.

***** END OF BASIC INFORMATION *****

GENERAL TERMS AND CONDITIONS

1. AUTHORITY

This Request for Proposals ("RFP") is issued subject to all the provisions of the Guam Procurement Law (5 GCA Chapter 5) and the Guam Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

2. SINGLE POINT OF CONTACT

From the date this RFP is issued until final award, **Offerors shall not communicate with any GIAA or CAHA employees or Board Members regarding this procurement**, except for Ms. Kathrina Bayson, the Single Point of Contact for this procurement. Any unauthorized contact may disqualify the Offeror from further consideration. All inquiries shall be submitted in writing to:

Ms. Kathrina Bayson
A.B. Won Pat International Airport Authority, Guam
P.O. Box 8770
Tamuning, Guam 96931
Email: giaarfp1325@guamairport.net

3. PROPOSALS

Offerors are required to read each and every page of the RFP and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out and signed in ink or typewritten. Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by GIAA.

4. GIAA'S RIGHTS RESERVED

While GIAA has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GIAA to award and execute a contract. Upon a determination such actions would be in its best interest, GIAA, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the Offeror in accordance with applicable regulations;
- Not award if it is in the best interest of GIAA not to proceed with contract execution; or
- If awarded, terminate any contract if GIAA determines adequate funds are not available.

5. LATE PROPOSALS

Late proposals will not be accepted.

6. LIABILITY FOR COST TO THE PROPOSAL

GIAA shall not be liable for any costs incurred by the Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives any claims against GIAA for any expenses incurred in proposal preparation. Submitted proposals become the property of GIAA.

7. RIGHT TO AMEND OR CANCEL

GIAA reserves the right, to amend, supplement or cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response, when this action serves the best interest of GIAA as provided in the Guam Procurement Regulations.

8. EXPLANATION TO OFFERORS

No oral explanation regarding this RFP will be made and no oral instructions will be given before award. Discrepancies, omissions, or doubts as to the meaning of any part of this RFP should be communicated in writing to the Single Point of Contact within the time frame allocated for the submission of questions. Offerors should act promptly and allow sufficient time for a reply to reach them in the form of an amendment to the RFP, which will be forwarded to all prospective Offerors and its receipt by the Offeror should be acknowledged in the proposal.

9. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request received from Offeror(s) prior to the submission deadline. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been submitted.

10. METHOD OF AWARD

GIAA reserves the right to waive any informalities or irregularities in proposals received when such waiver is in the best interest of GIAA. GIAA shall have the right to award, amend, or reject proposals in whole or in part. It is the policy of GIAA to award proposals to Offerors duly authorized and licensed to conduct business in Guam.

11. PAYMENT

Payment shall be made using a method mutually agreed upon by GIAA and the successful Offeror.

12. TAXES

Specific information on taxes may be obtained from the Director of the Department of Revenue and Taxation. The awardee will be responsible for payment of all applicable taxes.

13. LICENSING

Offerors are cautioned that GIAA will not consider for award any proposal submitted by an Offeror who has not complied with applicable Guam Licensing Law(s). Offerors shall, at their own expense, procure all required permits, certificates and licenses and shall give all notices and necessary reports required by law for the execution of the work. Specific information on licenses may be obtained from the Director of the Department of Revenue and Taxation. Additionally, Offerors' proposals in response to this RFP should demonstrate the Offeror's, and/or its subcontractor's if any, plan and/or ability to secure all required permits, certificates and licenses necessary for the execution of the work described in the scope of services and in proposals submitted in response to this RFP.

14. AFFIDAVITS AND ASSURANCES

Each Offeror is required to submit the affidavits and assurances attached relating to the following matters. Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Disclosure of Major Shareholders per 5 GCA § 5233. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the government of Guam, shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amount of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.
- Certification of Independent Price Determination per 2 GAR § 3126. By submitting a proposal, the Offeror certifies that the proposal submitted was independently arrived at without collusion.
- Representation Regarding Gratuities and Kickbacks per 5 GCA § 5630 and 2 GAR § 11107(4)(e). The Offeror 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 § 11107 of the Guam Procurement Regulations.
- Prohibition against Contingent Fees per 2 GAR § 11108. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract 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 business.
- Representation regarding Ethical Standards per 2 GAR § 11103. The Offeror 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 5 GCA Chapter 5 Article 11, (Ethics in Public Contracting) of the Guam Procurement Law and in Chapter 11 of the Guam Procurement Regulations.
- Wage Determination per 5 GCA § 5801. In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the Government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.
- Benefits Determination per 5 GCA § 5802. In addition to the Wage Determination detailed in 5 GCA Chapter 5, Article 13, any contract to which 5 GCA Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5

GCA Chapter 5, Article 13, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

15. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Compliance with 5 GCA § 5253: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

The final contract between GIAA and the awardee shall include the following provisions:

- warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and
- that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

16. PROHIBITION ON MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals from a single Offeror will not be accepted.

17. ASSIGNMENT

Assignment of the contract is subject to prior approval by GIAA.

18. DETERMINATION OF RESPONSIBILITY OF OFFEROR

GIAA reserves the right to request from Offerors information necessary to determine whether or not they are responsible and to determine the responsibility in accordance with Section 3116(2) of the Guam Procurement Regulations.

19. LAW TO BE OBSERVED

Offerors are to be familiar with federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work. No misunderstanding or ignorance on the part of the Offeror will in any way serve to modify any provisions of the resulting contract.

20. STATUS OF CONTRACTOR

The awardee (and its officers, agents, servants and employees) shall be an independent Contractor performing professional services for GIAA.

21. INSURANCE

The awardee shall procure and maintain at its own expense such insurance necessary to comply with the insurance requirements set forth in the draft contract included as part of this RFP.

22. CONFIDENTIAL OR PROPRIETARY INFORMATION

Offeror(s) may identify trade secrets and other proprietary data contained in their proposals. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, GIAA shall examine the request to determine its validity prior

to entering into negotiations. If the parties do not agree as to the disclosure of data, GIAA shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

23. SECURITY COMPLIANCE

Proposed awardee shall comply with and conform its performance of the work to GIAA's Airport Security Program, Security Directives and Emergency Amendments and FAA regulations and all other applicable rules, regulations or laws relating to airport security (collectively, "Security Requirements"). Proposed awardee shall require all persons, including without limitation its subcontractors, agents, employees, or invitees, entering the Antonio B. Won Pat International Airport, including without limitation, surrounding facilities, parking lots, and runways, (collectively the "Airport Premises") to comply with the Security Requirements and the Airport Rules and Regulations. Proposed awardee agrees to pay, indemnify and save GIAA harmless from and against any and all fines and penalties imposed or assessed on GIAA and/or proposed awardee for any breach of the Security Requirements by proposed awardee, its subcontractors, agents, employees, or invitees, whether intentional, non-intentional, or through negligence occurring on the Airport Premises during the term, or any extended term, of the contract. Proposed awardee further agrees to rectify any security deficiency or other deficiency as may be determined as such by GIAA or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event proposed awardee fails to remedy any such deficiency, GIAA may do so at the cost and expense of proposed awardee. GIAA reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

24. BADGES AND PASSES

All awardee employees shall obtain the required secure identification display area ("SIDA") badges and vehicle passes. All applicants for a SIDA badge must complete security training and must pass criminal and other background investigations. Offerors are advised that GIAA may, at its discretion, change security regulations and requirements from time to time and the awardee shall comply with all such regulations and requirements. The awardee shall, prior to the start of the contract, submit to GIAA an estimate of the number of personnel expected to have badges and passes. Each employee shall wear the government issued badge over the front of the outer clothing. When an employee leaves the awardee's employment, it is the responsibility of the awardee to surrender the badge and pass. All issued badges must be surrendered at the termination of the contract.

25. OPERATION OF VEHICLES ON THE AIRPORT OPERATIONS AREA ("AOA")

All operations on the AOA shall be in accordance with GIAA's AOA Driving Directives and all applicable laws, rules and regulations. Before the awardee shall permit any employee of the awardee or any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by a GIAA approved escort), the awardee shall ensure that all such vehicle operators possess current, valid, and appropriate Guam driver's licenses. In addition, any motor vehicles and equipment of the awardee or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by GIAA, which identification must be displayed as required by GIAA.

The awardee agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The

awardee further agrees on behalf of itself, its agents, employees and its subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to GIAA. The awardee acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, the awardee agrees that persons not executing such consent-to-search/inspection form shall not be employed by the awardee or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the awardee or by any subcontractors.

26. TITLE VI SOLICITATION NOTICE

GIAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

27. CIVIL RIGHTS – GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

*****END OF GENERAL TERMS AND CONDITIONS*****

Attachment 1 Artist Application

Carefully review the RFP before filling out the application form. Incomplete and illegible forms may invalidate your application. All applications must be typed, or computer generated. Supplemental information is limited to one (1) page only. Please double-check all information to ensure that it is correct.

A.	APPLICANT INFORMATION	
	Applicant Name (Individual or Entity): (If more than 1 artist will be producing the Art, please submit an application for each artist.)	
	Mailing Address:	
	Phone:	Email:
	Are you a permanent resident of Guam or place of formation if entity?	
	How long have you resided in Guam or date of formation if entity?	
	Are you registered with CAHA?	
	Point of Contact: (If different from Applicant.)	
	Phone:	Email:
B.	ART BACKGROUND AND HISTORY	
	Provide a synopsis of your history as an artist to include familiarity with the types of mediums you work with. Feel free to attach a separate sheet if more space is needed.	
C.	INFORMATION ON PROPOSED ART	
	Project Title:	

	<p>Art Type/Discipline:</p> <p><input type="checkbox"/> Visual Arts <input type="checkbox"/> Media Arts <input type="checkbox"/> Sustainability Art</p> <p><input type="checkbox"/> Recycled Art</p>
	<p>Describe the proposed artistic project and its purpose. Include a narrative explaining and describing the Proposed Art and how it relates to the theme. Specifically, what medium will be used and what type of art do you plan to produce? Where will the work occur? How is project to be accomplished? If the Proposed Art is to be produced in a location other than Guam, the Applicant should include an explanation on how the work-in-progress can be effectively monitored and inspected by GIAA and CAHA. Who will participate in producing the art? Include your proposed timeline for completion, with delineated milestones.</p>
	<p>Please provide a detailed narrative on your ability and capability to fulfill the requirements of commission art, including your ability to meet the project schedule. Your narrative should include, but not be limited to, your experience in fulfilling commissioned works of art in the past, current commissions, and available studio space. Provide any other pertinent information that would demonstrate your ability to fulfill a commission of this magnitude. Feel free to attach a separate sheet if more space is needed.</p>
D.	<p>AUTHORIZING SIGNATURE</p> <p>I, the undersigned, do certify that the information contained within this application including all attachments and supporting materials is correct and true to the best of my knowledge.</p>

	Applicant Signature:
	Date:
E.	ENCLOSURES Include the following with your completed application.
<input type="checkbox"/>	Professional Resume
<input type="checkbox"/>	Professional Portfolio containing at least three (3) but not more than ten (10) samples of relevant work.
<input type="checkbox"/>	At least four (4) letters of recommendation from patrons or professional references from individuals who are familiar with your artwork produced in the past five (5) years.
<input type="checkbox"/>	Sample representation of Proposed Art.
<input type="checkbox"/>	Copy of business license.
<input type="checkbox"/>	Copy of Applicant's formation documents (if applicable).

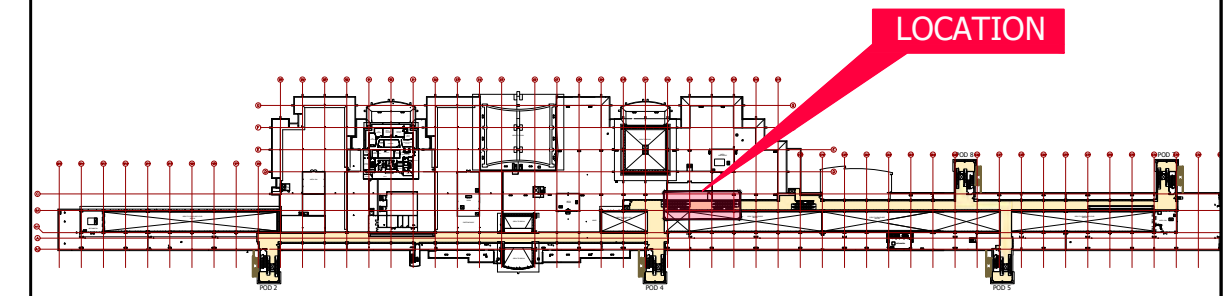
LEGEND:



ART WORK AREA



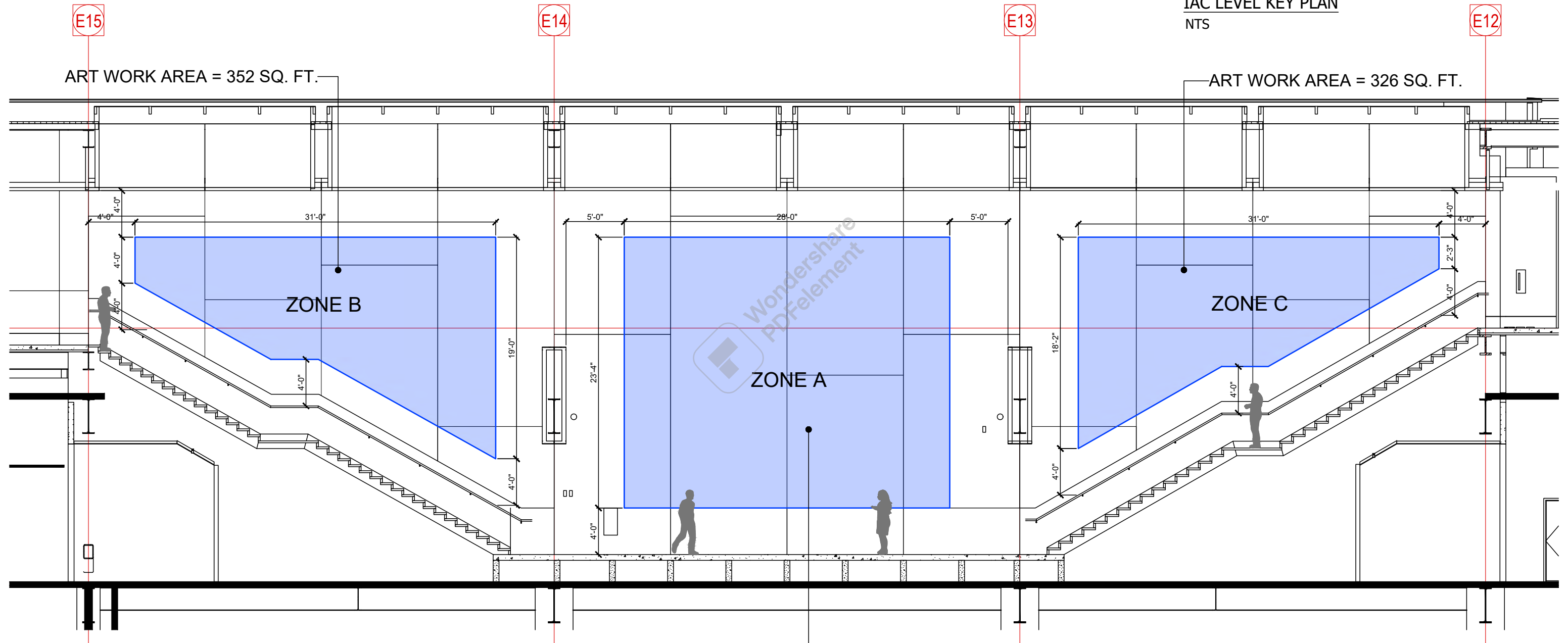
HUMAN FIGURE (FOR REFERENCE ONLY)
APPROXIMATE HEIGHT = 5'-6"



IAC LEVEL KEY PLAN
NTS

ART WORK AREA = 352 SQ. FT.

ART WORK AREA = 326 SQ. FT.



ART WORK AREA = 650 SQ. FT.

ART WORK EXHIBIT AREA - CBP IMMIGRATION LANDING
NTS



A. B. Won Pat
International Airport Authority, Guam
ENGINEERING DIVISION

PRJ. NO.:
ENG-FY19-03-28
DRN. BY:
ERIC.L
CHK. BY:
AUDIE.A

ATTACHMENT 3 GIAA ART WORK
CBP IMMIGRATION LANDING

GROUP NO.
A-2
SHEET 1 OF 1

B. REQUIRED FORMS FOR PROPOSAL SUBMITTAL

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Offerors are reminded to read the entire RFP to ascertain that all of the requirements of the RFP are submitted in a sealed envelope on or before the RFP Submission Deadline set forth in the Schedule of Events.

Offeror's proposal submission **must** include all of the following items/documents organized and tabulated in the following order:

	Included in Proposal [✓]	Form/Document
1.		<u>Special Reminder to Prospective Offerors.</u> This Special Reminder to Prospective Offerors must be signed and returned in the envelope containing the proposal. Failure to comply with the above requirements may result in disqualification and rejection of the proposal.
2.		<u>Proposal.</u> All information requested in Section 10 of Basic Information and elsewhere in this RFP.
3.		<u>Acknowledgement of Receipt Form for receipt of RFP.</u> This form must be completed, signed and submitted in the proposal envelope together with the proposal.
4.		<u>Acknowledgement of Receipt Form for all issued Addenda for this RFP.</u> This form(s) must be completed, signed and submitted in the proposal envelope together with the proposal.
5.		<u>Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest.</u> a. As a condition of the RFP, any partnership, sole proprietorship or corporation doing business with the Government of Guam, shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or share in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation held by each person at any time during the twelve (12) month period of such ownership. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for the procuring or assisting in obtaining business related to the proposal for the Offeror and shall contain the amount of any such commission, gratuity or other compensation. This affidavit shall be open and available to the public for inspection and copying. b. Failure by any Offeror to submit the Affidavit Disclosing Ownership and Commissions on the form furnished by GIAA shall result in the disqualification of its proposal.

	Included in Proposal [✓]	Form/Document
6.		<u>Affidavit Regarding Non-Collusion.</u> The Affidavit Regarding Non-Collusion form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the RFP envelope together with the proposal.
7.		<u>Affidavit Regarding No Gratuities or Kickbacks.</u> The Affidavit Regarding No Gratuities or Kickbacks form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
8.		<u>Affidavit Regarding Contingent Fees.</u> The Affidavit Regarding Contingent Fees form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
9.		<u>Affidavit Regarding Ethical Standards.</u> The Affidavit Regarding Ethical Standards form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
10.		<u>Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination and the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.</u> The Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination Form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal. The most recent wage determination applicable to Guam issued by the U.S. Department of Labor must be attached to the Declaration.
11.		<u>Title VI Solicitation Notice.</u> This form must be completed, signed and submitted in the proposal envelope together with the proposal.
12.		<u>Title VI Clauses for Compliance with Nondiscrimination Requirements</u> This form must be completed, signed, and submitted in the proposal envelope together with the proposal.
13.		<u>Title VI List of Pertinent Non-Discrimination Authorities.</u> This form must be completed, signed, and submitted in the proposal envelope together with the proposal.

I, _____ (name), authorized representative of _____
_____ (Offeror) acknowledge receipt of this Special Reminder to
Prospective Offerors and the RFP, and hereby attest that I have read and understand its intent and
implications.

OFFEROR REPRESENTATIVE'S SIGNATURE

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

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

Name of >10% Owner Business or Artificial Person:

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

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

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

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

Second Tier Owner Name

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

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

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

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

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

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

Executed on: _____
(date)

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

Subscribed and sworn to before me

This _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

AFFIDAVIT REGARDING NON-COLLUSION

CITY OF _____)
) ss.
_____)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] _____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the Government of Guam or any other offeror, or to secure any advantage against the Government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual
Partner, if the offeror is a partnership:
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this
_____ day of _____, _____.

NOTARY PUBLIC
My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

AFFIDAVIT REGARDING NO GRATUITIES OR KICKBACKS

CITY OF _____)
)ss.
_____)

1. The name of the offering firm or individual is [state name of offeror] _____. Affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any Government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this
_____ day of _____, _____.

NOTARY PUBLIC

My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

AFFIDAVIT REGARDING CONTINGENT FEES

CITY OF _____)
) ss.
_____)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] _____.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam 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 business. This statement is made pursuant to 2 GAR Division 4 § 11108(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this
_____ day of _____, _____.

NOTARY PUBLIC
My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

AFFIDAVIT REGARDING ETHICAL STANDARDS

CITY OF _____)
)ss.
_____)

Name of offeror: _____

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5GCA Chapter 5, Article II. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapters, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:

Offeror, if the offeror is an individual
Partner, if the offeror is a partnership
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this
_____ day of _____, _____.

NOTARY PUBLIC
My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ *[please select one: the offeror, a partner of the offeror, an officer of the offeror]* making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 G.C.A. § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 G.C.A. § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. ***[INSTRUCTIONS - Please attach!]***

Date: _____

Signature**THIS DECLARATION MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE**

COMMISSIONED ART FOR THE ANTONIO B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM

RFP No. RFP-013-FY25

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5693 Revision No.: 23 Date Of Last Revision: 12/23/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.97
01035 - Court Reporter		17.40***
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39***
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		22.97
01290 - Rental Clerk		11.10***
01300 - Scheduler, Maintenance		15.55***
01311 - Secretary I		15.55***
01312 - Secretary II		17.40***
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		15.40***

COMMISSIONED ART FOR THE ANTONIO B. WON PAT
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01410 - Supply Technician	21.97
01420 - Survey Worker	16.99***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.65***
01532 - Travel Clerk II	15.32***
01533 - Travel Clerk III	16.60***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.40***
05010 - Automotive Electrician	16.34***
05040 - Automotive Glass Installer	15.28***
05070 - Automotive Worker	15.28***
05110 - Mobile Equipment Servicer	13.11***
05130 - Motor Equipment Metal Mechanic	17.40***
05160 - Motor Equipment Metal Worker	15.28***
05190 - Motor Vehicle Mechanic	17.40***
05220 - Motor Vehicle Mechanic Helper	12.00***
05250 - Motor Vehicle Upholstery Worker	14.22***
05280 - Motor Vehicle Wrecker	15.28***
05310 - Painter, Automotive	16.34***
05340 - Radiator Repair Specialist	15.28***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.40***
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.21***
07041 - Cook I	15.29***
07042 - Cook II	17.82
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.18***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.12***
11060 - Elevator Operator	10.38***
11090 - Gardener	15.28***
11122 - Housekeeping Aide	10.38***
11150 - Janitor	10.38***
11210 - Laborer, Grounds Maintenance	11.55***
11240 - Maid or Houseman	10.24***
11260 - Pruner	10.34***
11270 - Tractor Operator	13.99***
11330 - Trail Maintenance Worker	11.55***
11360 - Window Cleaner	11.60***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.43***

COMMISSIONED ART FOR THE ANTONIO B. WON PAT
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12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22***
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I (see 1)	15.73***
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	15.71***
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67***
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.38***
16030 - Counter Attendant	11.38***

COMMISSIONED ART FOR THE ANTONIO B. WON PAT
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16040 - Dry Cleaner	12.98***
16070 - Finisher, Flatwork, Machine	11.38***
16090 - Presser, Hand	11.38***
16110 - Presser, Machine, Drycleaning	11.38***
16130 - Presser, Machine, Shirts	11.38***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.38***
16190 - Sewing Machine Operator	13.53***
16220 - Tailor	14.07***
16250 - Washer, Machine	11.91***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.36***
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	13.83***
21071 - Order Filler	10.62***
21080 - Production Line Worker (Food Processing)	15.36***
21110 - Shipping Packer	17.12***
21130 - Shipping/Receiving Clerk	17.12***
21140 - Store Worker I	16.59***
21150 - Stock Clerk	23.33
21210 - Tools And Parts Attendant	15.36***
21410 - Warehouse Specialist	15.36***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58***
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81***
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	13.77***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08

COMMISSIONED ART FOR THE ANTONIO B. WON PAT
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23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.22***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	16.09***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.21***
27007 - Baggage Inspector	10.02***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.21***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.02***
27102 - Guard II	11.21***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.93***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51

COMMISSIONED ART FOR THE ANTONIO B. WON PAT
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30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21
30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	22.96
30621 - Weather Observer, Senior (see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	17.57***
31364 - Truckdriver, Tractor-Trailer	17.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	10.26***
99050 - Desk Clerk	10.01***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.32***
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02

99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ******Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

TITLE VI SOLICITATION NOTICE

GIAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Offeror Name: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS NOTICE MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to

protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Offeror Name: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Offeror Name: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

ACKNOWLEDGEMENT OF RECEIPT FORM

Please acknowledge receipt of

COMMISSIONED ART FOR THE ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**RFP NO. RFP-013-FY25**

Upon obtaining this RFP, prospective offerors must complete this Acknowledgement of Receipt Form and return the completed form to GIAA in order to receive any addenda or other notices related to this RFP and return to Ms. Kathrina Bayson, the Single Point of Contact for this RFP, via email at giaarfp1325@guamairport.net. Failure of prospective offerors to submit the Acknowledgement of Receipt Form to GIAA and to acknowledge receipt of all amendments/addenda in their proposal may result in the prospective offeror not receiving notices from GIAA regarding this RFP, including addenda, or proposals may be deemed non-responsive.

Company / Firm:

Contact Person regarding RFP:*(First and Last Name)*

Title:

Email Address:

Contact Number(s):

Physical Address:

Packet Received By:*(First and Last Name)*

Signature:

Date:

Time:

Site Tour Registration Form

(must be submitted for each attendee)

(Maximum of two (2) representatives per prospective offeror)

Attendee Name	_____
Company Name	_____
Phone Number	_____
E-mail Address	_____

The site visit includes the secured side of the Airport; therefore, it will be necessary to escort attendees through the security checkpoint. Attendees must bring current picture identification, such as a driver's license or passport. To facilitate security clearance, attendees must register for the pre-bid site visit before the deadline stated in the Schedule of Events. Please complete and email this form to the Single Point of Contact.

C. PRELIMINARY SCOPE OF WORK

PRELIMINARY SCOPE OF WORK

I. ARTIST'S OBLIGATIONS

- A. Artist shall perform all services necessary for the design, fabrication and installation of the Artwork under this Agreement.
- B. Artist shall perform all services in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- C. Artist shall perform all services in accordance with the schedule agreed upon during negotiations.
- D. Artist shall prepare and submit a Preliminary Design (the "Design") and the corresponding budget as described in Sections III and IV of this Scope of Work.
- E. Artist shall coordinate all work with the GIAA and CAHA consisting of GIAA staff and CAHA staff and will ensure minimal impact to Airport operations. Artist shall attend design and construction meetings with the GIAA and CAHA, as appropriate, to communicate about the Artwork, to ensure appropriate integration and installation of the Artwork, to coordinate design and project implementation, installation and dedication ceremonies, and the like.
- F. Artist shall provide plans and specifications for the Artwork, as described in Section III of this Scope of Work, and shall comply with GIAA standards for design and construction practices applicable to elements of the Artwork.
- G. Artist shall provide photographic and other digital documentation of the Artwork in a format and frequency acceptable to Artist and GIAA.
- H. Artist shall be responsible for obtaining all necessary licenses, permits, and other approvals for installation of the Artwork.
- I. Artist shall provide a list of any subcontractors engaged by Artist, along with a copy of the agreement between Artist and each subcontractor.

II. GIAA OBLIGATIONS

- A. GIAA shall perform all obligations in strict compliance with all terms and conditions in the Agreement.
- B. GIAA shall be responsible for providing to Artist, at no expense to Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, needed by Artist in order to perform Artist's obligations under this Agreement.
- C. GIAA shall be responsible for compliance with all applicable laws and regulations relating to the Site and shall explain any limitations imposed by such laws and/or regulations to Artist.

- D. GIAA shall prepare the Site in accordance with the approved plans and specifications in Section III of this Scope of Work. The location of the Site shall be determined by GIAA.
- E. GIAA shall be responsible for providing Artist with reasonable access to the Site, as well as with all utilities necessary for the installation and operation of Artwork.
- F. GIAA shall provide and install a plaque on or near the Artwork containing a credit to Artist and a copyright notice in substantially the following form: Copyright © Artist [date of publication]. GIAA will provide Artist with a rendering of the plaque and will consider any feedback provided by Artist to GIAA prior to its installation.

III. DESIGN

A. Artwork Parameters

- 1. The Artwork will be designed to be complementary to the assigned space at the Airport. The GIAA will provide the specific Site measurements. The Artwork should provide an attractive, inspiring design that engages travelers to think about movement and environment, using natural elements, and should improve the physical and psychological qualities of the space.
- 2. Artist shall determine the artistic expression, design, and materials of the Artwork, subject to the approvals required by this Agreement, and any limitations or requirements imposed by the structural limitations of the Site as identified by GIAA and supplied to Artist. Artist will do so in a manner, acceptable to GIAA, that ensures that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian or other traffic flow, safety devices and procedures, and other needs and functions of the Site, as identified by GIAA, the Transportation Security Administration ("TSA"), the airlines, and terminal concessionaires during the design process.
- 3. Material standards: Acceptable materials will be durable, easy to clean, and code compliant.
- 4. Artist will give due consideration in designing the Artwork to (1) the goal to complement and promote the identity of the Airport through a project that connects the Airport to the region; (2) create a welcoming atmosphere, and to enhance the Airport's image, enrich the public's experience, and promote a sense of place through arts and culture; and (3) promoting the family-friendly environment and to the Airport audience.

B. Preliminary Design

- 1. Artist shall develop a preliminary Design ("Preliminary Design"), which shall include the following:
 - a. A brief written description of the Preliminary Design, 350-word maximum, that includes the intended impact of the Preliminary Design, and how the concept meets the goals of the Project.
 - b. Renderings from multiple vantage points in order to convey the Preliminary Design and how it is situated within the Site.

- c. A description of materials and products utilized in the Artwork, a description of the method by which the Artwork is to be fabricated, and detailed plans and specifications for installation provided in a format acceptable to GIAA.
 - d. A description of the maintenance and conservation requirements for the Artwork.
 - e. A preliminary itemized budget (the "Purchase Price"). The budget amount must include all costs necessary for completion of Artist's obligations under this Agreement, including all costs for design ("Design Fee"), fabrication and materials, fees, travel, overhead, shipping, permitting, labor, and installation (the "Budget").
2. The Preliminary Design must present a substantially complete representation of the Artwork and be sufficient for evaluation and analysis by GIAA's engineers, architects, contractors, and by CAHA.
3. Artist shall submit the Preliminary Design to the GIAA and CAHA.

C. Approval of Preliminary Design

The Preliminary Design is subject to approval by the Steering Committee and GIAA. GIAA shall notify Artist of approval or disapproval of the Preliminary Design. GIAA and the Steering Committee may approve the Preliminary Design outright, or with conditions, or may reject the Preliminary Design for any reason. GIAA may require revisions to the Preliminary Design in order to comply with any applicable laws, ordinances or regulations, or for other reasons including budgetary and ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, Artist will modify the Preliminary Design to incorporate GIAA's or the Steering Committee's required revisions and make any required adjustments to the budget or schedule.

D. Approved Design

After approval of the Preliminary Design, Artist shall prepare a final design ("Final Design"). Upon approval by GIAA, the Final Design as approved (the "Approved Design") shall be attached as Exhibit 1 to this Agreement.

- E. If Artist declines to revise the Preliminary Design as provided in this Section, or, in GIAA's judgment, fails to adequately revise the Preliminary or Final Design, or provide adequate information, GIAA may terminate this Agreement upon written notice to Artist and the parties shall be under no further obligation to each other as of the date of such termination, which may be the date of refusal by GIAA of the Final Design. Upon termination, Artist shall retain any compensation paid prior to the termination date. Artist shall retain ownership of and all rights in the Preliminary and Final Designs and all drawings and other renderings of the Preliminary and Final Designs prepared by Artist pursuant to this Agreement.

IV. Budget and Compensation

- A. Based upon the Approved Design, Artist shall make any changes to the Budget prepared pursuant to Section III., and submit the revised Budget to GIAA for approval. Upon approval by GIAA, the Budget as revised shall be attached to this Agreement as Exhibit 2.

- B. GIAA shall pay Artist as set forth in the Budget, and according to a payment schedule submitted by Artist and approved by GIAA. GIAA shall make payment to Artist within 30 days of receiving both an itemized invoice, acceptable to GIAA, from Artist for each payment, and any other supporting documentation requested by GIAA. However, the last invoice for the remainder of the total Purchase Price shall be paid by GIAA within 30 days of final acceptance as defined in Section VIII of the Scope of Work. The last invoice must be accompanied, at the request of GIAA, by a statement from each of the Artist's subcontractors that the financial obligation between Artist and subcontractor has either been met in full or settled to the subcontractor's satisfaction.
- C. Artist shall keep the Artwork, Airport and every Airport improvement free and clear from all liens for labor performed and materials furnished; and defend, at Artist's cost, each and every lien asserted or filed against the land, or any part thereof, or against this Agreement or any Improvement and pay each and every judgment resulting from such lien.
- D. The total of all payments to Artist under the Agreement shall not exceed the total Purchase Price.
- E. Artist shall keep a log of Artist's project hours and shall retain all original receipts pertaining directly to the project.
- F. If Artist incurs costs in excess of the amount allocated in the Budget, Artist shall pay such excess from Artist's own funds unless Artist previously obtained approval for such costs from GIAA, or if such costs were the result of actions or inaction by GIAA. Artist may reallocate costs within the Budget, if approved by GIAA.
- G. In the event GIAA determines at any time, prior to final acceptance as defined in Section VIII of this Scope of Work, that the Artwork or any portion of thereof does not substantially conform with the Approved Design or is not installed in substantial conformity with the Approved Design, GIAA may upon written notice to Artist withhold any payments due Artist under this Section. GIAA shall submit the reasons for its withholding in writing. Artist shall then have 30 days from the date of GIAA's notice to make the necessary adjustments to the Artwork in accordance with such notice before any further payments are made.

V. SCHEDULE

Artist shall perform all services in accordance with the schedule agreed upon during negotiations. The Schedule may be amended by written agreement of GIAA and Artist.

VI. FABRICATION STAGE

- A. Artist shall fabricate the Artwork in substantial conformity with the Approved Design. The Artist may not deviate from the Approved Design without written approval of GIAA.
- B. Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless GIAA disapproves. If the Artwork is being constructed at the Site or the Airport, Artist shall avoid creating nuisance conditions arising out of Artist's operations, as determined by GIAA. Prior to requesting authorization to transport and install the Artwork, Artist shall provide GIAA with a

- list of all workers or subcontractors and equipment to be used along with the hours of work and the scope of work to be performed at the Site. All additional workers or subcontractors must provide proof of insurance prior to entering the Site.
- C. GIAA shall have the right to review the Artwork at reasonable times during its fabrication upon reasonable notice, whether on-Site or off-Site.
 - D. Artist will promptly cure any deficiencies identified by GIAA and will notify GIAA in writing of completion of the cure. GIAA shall promptly review the Artwork, and upon approval shall release the next payment installment. If Artist disputes GIAA's determination that the Artwork does not conform to the Approved Design, Artist shall promptly submit reasons in writing to GIAA within 10 days of receipt of GIAA's notification of deficiencies. GIAA shall make reasonable efforts to resolve the dispute with Artist in good faith. However, final determination as to whether the Artwork complies with the Approved Design shall remain with GIAA.
 - E. Artist shall notify GIAA in writing when fabrication of the Artwork has been completed, and the Artwork is ready for delivery and installation at the Site.
 - F. GIAA shall inspect the Artwork within 30 days after receiving notification from Artist that the Artwork is ready for delivery and installation, to determine that the Artwork conforms with the Approved Design, and to give final approval of the Artwork. GIAA may request photographs for the inspection process in lieu of an in-person inspection. GIAA shall not unreasonably withhold final approval of the Artwork. In the event GIAA does withhold final approval, it shall submit the reasons for its disapproval in writing within three (3) days of examining the Artwork. Artist shall then have 30 days from the date of GIAA's notice of disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such notice. Artist shall not be penalized for any delay in delivery and installation of the Artwork to the Site unless Artist has willfully and substantially deviated from modifications required after GIAA's review of the Artwork without GIAA's prior approval, in which case, Artist shall be responsible for any expenses incurred in correcting such deviation.
 - G. GIAA shall promptly notify Artist of any delays affecting installation of the Artwork.
 - H. Artist shall provide the substance for creation of the Artwork didactics (i.e., Artist's name, year, description and title of Artwork) 90 days before installation begins and subject to GIAA guidelines.

VII. DELIVERY AND INSTALLATION

- A. Upon GIAA's final approval of the completed Artwork as being in conformity with the Approved Design, Artist shall deliver the completed Artwork, or the components thereof, to the Site in accordance with the Schedule. Transportation fees and any off-load costs onto the Site shall be included in the Budget.
- B. Artist will coordinate closely with GIAA to ascertain that the Site is prepared to receive the Artwork. Artist will confer and coordinate with GIAA and those involved in installation on all aspects of delivery and installation. Artist may not deliver the Artwork, and/or the components thereof, until authorized to do so by GIAA.

- C. GIAA agrees to reasonably cooperate in the scheduling of the installation of the Artwork at the Site so that the work may be completed promptly. Artist shall not be held responsible for delays in installation if such delays are directly attributable to GIAA or its contractors, architects or consultants other than Artist. GIAA agrees to pay any additional storage, transportation, and installation costs for the Artwork should delays directly attributable to GIAA necessitate the postponement of installation past the scheduled completion date.
- D. Artist shall obtain and pay for all necessary licenses, permits, and other approvals required for installation of the Artwork.
- E. Artist shall install the Artwork in substantial conformity with the Approved Design. Artist shall install the Artwork in a timely manner, and in accordance with the Schedule.
- F. Artist shall be present during installation of the Artwork at the Site, as coordinated with GIAA.
- G. Artist shall maintain, to the extent possible and within Artist's control, a neat appearance at the Site during installation.
- H. Artist shall be responsible for any clean-up of the Site made necessary by Artist's installation of the Artwork, including without limitation, removal of Artist's equipment, materials and the repair of any portion of the Site or surrounding area damaged by Artist's installation of the Artwork.
- I. Artist shall continue to fulfill the insurance obligations in Article 6 of this Agreement for three years following final acceptance (as defined in Section 1.8 of this Agreement) and commissioning. This obligation shall survive the termination or expiration of this Agreement.

VIII. APPROVAL AND ACCEPTANCE

- A. Upon completion of the installation of the Artwork, Artist shall notify GIAA within 2 business days. GIAA shall then have 30 days to inspect the Artwork to determine whether the Artwork has been completed and installed in substantial conformity with the Approved Design and whether the Artwork is in excellent condition.
- B. GIAA shall notify Artist of final acceptance of the Artwork ("Final Acceptance Letter"). The effective date of Final Acceptance Letter shall be the date GIAA delivers the Final Acceptance Letter to Artist in person or dispatches the letter by overnight courier. The final acceptance shall be understood to mean that GIAA acknowledges completion and installation of the Artwork in substantial conformity with the Approved Design and delivery of the Artwork in excellent condition with any required modifications, and that GIAA confirms that all services required of both parties by this Agreement have been completed. Title to the Artwork passes upon final acceptance and final payment. Such Final Acceptance Letter does not affect any warranty, hold harmless, or indemnification provided in this Agreement, which shall continue to be in full force and effect as provided herein.

*****END OF PRELIMINARY SCOPE OF WORK*****

D. DRAFT AGREEMENT

ATTACHMENT 1



A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

COMMISSION AND PURCHASE AGREEMENT FOR PUBLIC ARTWORK

2025

**ARTWORK COMMISSION AND PURCHASE
AGREEMENT FOR PUBLIC
ARTWORK**

This Artwork Commission and Purchase Agreement for Public Artwork ("Agreement"), is entered into as of _____, 2025, by and between the **A.B. Won Pat International Airport Authority, Guam**, a Guam public corporation and autonomous instrumentality of the Government of Guam, whose mailing address is Post Office Box 8770, Tamuning, Guam 96931 ("Landlord" or "GIAA"), and _____ whose mailing address is _____ ("Artist") and _____ ("Artist").

WHEREAS, GIAA owns and operates the A.B. Won Pat International Airport Authority, Guam ("GIAA" or "Airport"); and

WHEREAS, GIAA has implemented a construction project at the Airport and desires to incorporate artwork into the design and construction of the project (the "Project"); and

WHEREAS, GIAA has developed a GIAA Arts and Culture Program in partnership with the Guam Council on the Arts & Humanities Agency (CAHA), as set forth in the _____, one component of which involves selecting and acquiring commissioned artwork for the Airport; and

WHEREAS, Artist was selected by the Request for Proposals, through the competitive Procurement process for selection of artists and artwork; and

WHEREAS, Artist wishes to design, fabricate and install public artwork for the Project, as more fully described below (the "Artwork") and to sell the Artwork to GIAA for display at a location at the Airport selected by GIAA (the "Site"); and

WHEREAS, Artist and GIAA each wish to undertake the obligations expressed herein.

NOW, THEREFORE, in consideration of the above stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1 - Scope of Services

1.1 Artist's Obligations

- a. Artist shall perform all services necessary for the design, fabrication and installation of the Artwork under this Agreement.
- b. Artist shall perform all services in a professional manner and in strict compliance with all terms and conditions in this Agreement.

- c. Artist shall perform all services in accordance with the specified schedule, as described in Section 1.5 of this Agreement.
- d. Artist shall prepare and submit a Preliminary Design (the "Design") and the corresponding budget as described in Sections 1.3 and 1.4 of this Agreement.
- e. Artist shall coordinate all work with the GIAA and CAHA consisting of GIAA staff and CHAHA staff and will ensure minimal impact to Airport operations. Artist shall attend design and construction meetings with the GIAA and CAHA, as appropriate, to communicate about the Artwork, to ensure appropriate integration and installation of the Artwork, to coordinate design and project implementation, installation and dedication ceremonies, and the like. **Artist's primary contact for this project is _____, _____.**
- f. Artist shall provide plans and specifications for the Artwork, as described in Section 1.3 of this Agreement, and shall comply with GIAA standards for design and construction practices applicable to elements of the Artwork.
- g. Artist shall provide photographic and other digital documentation of the Artwork in a format and frequency acceptable to Artist and GIAA.
- h. Artist shall be responsible for obtaining all necessary licenses, permits, and other approvals for installation of the Artwork.
- i. Artist shall provide a list of any subcontractors engaged by Artist, along with a copy of the agreement between Artist and each subcontractor.

1.2 GIAA Obligations

- a. GIAA shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- b. GIAA shall be responsible for providing to Artist, at no expense to Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, needed by Artist in order to perform Artist's obligations under this Agreement.
- c. GIAA shall be responsible for compliance with all applicable laws and regulations relating to the Site and shall explain any limitations imposed

by such laws and/or regulations to Artist.

- d. GIAA shall prepare the Site in accordance with the approved plans and specifications in Section 1.3 of this Agreement. The location of the Site shall be determined by GIAA.
- e. GIAA shall be responsible for providing Artist with reasonable access to the Site, as well as with all utilities necessary for the installation and operation of Artwork.
- f. GIAA shall provide and install a plaque on or near the Artwork containing a credit to Artist and a copyright notice in substantially the following form: Copyright © Artist [date of publication]. GIAA will provide Artist with a rendering of the plaque and will consider any feedback provided by Artist to GIAA prior to its installation.

1.3 Design

- a. Artwork Parameters
 - i. The Artwork will be designed to be complementary to the assigned space at the Airport. The GIAA will provide the specific Site measurements. The Artwork should provide an attractive, inspiring design that engages travelers to think about movement and environment, using natural elements, and should improve the physical and psychological qualities of the space.
 - ii. Artist shall determine the artistic expression, design, and materials of the Artwork, subject to the approvals required by this Agreement, and any limitations or requirements imposed by the structural limitations of the Site as identified by GIAA and supplied to Artist. Artist will do so in a manner, acceptable to GIAA, that ensures that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian or other traffic flow, safety devices and procedures, and other needs and functions of the Site, as identified by GIAA, the Transportation Security Administration ("TSA"), the airlines, and terminal concessionaires during the design process.
 - iii. Material standards: Acceptable materials will be durable, easy to clean, and code compliant.
 - iv. Artist will give due consideration in designing the Artwork to (1) the goal to complement and promote the identity of the Airport through

a project that connects the Airport to the region; (2) create a welcoming atmosphere, and to enhance the Airport's image, enrich the public's experience, and promote a sense of place through arts and culture; and (3) promoting the family-friendly environment and to the Airport audience.

b. Preliminary Design

i. Artist shall develop a preliminary Design ("Preliminary Design"), which shall include the following:

a. A brief written description of the Preliminary Design, 350-word maximum, that includes the intended impact of the Preliminary Design, and how the concept meets the goals of the Project.

b. Renderings from multiple vantage points in order to convey the Preliminary Design and how it is situated within the Site.

c. A description of materials and products utilized in the Artwork, a description of the method by which the Artwork is to be fabricated, and detailed plans and specifications for installation provided in a format acceptable to GIAA.

d. A description of the maintenance and conservation requirements for the Artwork.

e. A preliminary itemized budget that does not exceed \$_____ (the "Purchase Price"). The budget amount must include all costs necessary for completion of Artist's obligations under this Agreement, including all costs for design ("Design Fee"), fabrication and materials, fees, travel, overhead, shipping, permitting, labor, and installation (the "Budget").

ii. The Preliminary Design must present a substantially complete representation of the Artwork and be sufficient for evaluation and analysis by GIAA's engineers, architects, contractors, and by CAHA.

iii. Artist shall submit the Preliminary Design to the GIAA and CAHA.

c. Approval of Preliminary Design

The Preliminary Design is subject to approval by the Steering Committee and GIAA. GIAA shall notify Artist of approval or disapproval of the Preliminary Design. GIAA and the Steering Committee may approve the Preliminary Design outright, or with conditions, or may reject the Preliminary Design for any reason. GIAA may require revisions to the Preliminary Design in order to comply with any applicable laws, ordinances or regulations, or for other reasons including budgetary and ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, Artist will modify the Preliminary Design to incorporate GIAA's or the Steering Committee's required revisions and make any required adjustments to the budget or schedule.

d. **Approved Design**

After approval of the Preliminary Design, Artist shall prepare a final design ("Final Design"). Upon approval by GIAA, the Final Design as approved (the "Approved Design") shall be attached as **Exhibit 1** to this Agreement.

- e. If Artist declines to revise the Preliminary Design as provided in this Section, or, in GIAA's judgment, fails to adequately revise the Preliminary or Final Design, or provide adequate information, GIAA may terminate this Agreement upon written notice to Artist and the parties shall be under no further obligation to each other as of the date of such termination, which may be the date of refusal by GIAA of the Final Design. Upon termination, Artist shall retain any compensation paid prior to the termination date. Artist shall retain ownership of and all rights in the Preliminary and Final Designs and all drawings and other renderings of the Preliminary and Final Designs prepared by Artist pursuant to this Agreement.

1.4 Budget and Compensation

- a. Based upon the Approved Design, Artist shall make any changes to the Budget prepared pursuant to Section 1.3.b., and submit the revised Budget to GIAA for approval. Upon approval by GIAA, the Budget as revised shall be attached to this Agreement as **Exhibit 2**.
- b. GIAA shall pay Artist as set forth in the Budget, and according to a payment schedule submitted by Artist and approved by GIAA. GIAA shall make payment to Artist within 30 days of receiving both an itemized invoice, acceptable to GIAA, from Artist for each payment, and any other supporting documentation requested by GIAA. However, the last invoice for the remainder of the total Purchase Price shall be paid by GIAA within

30 days of final acceptance as defined in Section 1.8 of this Agreement. The last invoice must be accompanied, at the request of GIAA, by a statement from each of the Artist's subcontractors that the financial obligation between Artist and subcontractor has either been met in full or settled to the subcontractor's satisfaction.

- c. Artist shall keep the Artwork, Airport and every Airport improvement free and clear from all liens for labor performed and materials furnished; and defend, at Artist's cost, each and every lien asserted or filed against the land, or any part thereof, or against this Agreement or any Improvement and pay each and every judgment resulting from such lien.
- d. The total of all payments to Artist under this Agreement shall not exceed the total Purchase Price.
- e. Artist shall keep a log of Artist's project hours and shall retain all original receipts pertaining directly to the project.
- f. If Artist incurs costs in excess of the amount allocated in the Budget, Artist shall pay such excess from Artist's own funds unless Artist previously obtained approval for such costs from GIAA, or if such costs were the result of actions or inaction by GIAA. Artist may reallocate costs within the Budget, if approved by GIAA.
- g. In the event GIAA determines at any time, prior to final acceptance as defined in Section 1.8 of this Agreement, that the Artwork or any portion of thereof does not substantially conform with the Approved Design or is not installed in substantial conformity with the Approved Design, GIAA may upon written notice to Artist withhold any payments due Artist under this Section. GIAA shall submit the reasons for its withholding in writing. Artist shall then have 30 days from the date of GIAA's notice to make the necessary adjustments to the Artwork in accordance with such notice before any further payments are made.

1.5 Schedule

- a. Artist shall perform all services in accordance with the schedule attached as **Exhibit 3** (the "Schedule"). The Schedule may be amended by written agreement of GIAA and Artist.

1.6 Fabrication Stage

- a. Artist shall fabricate the Artwork in substantial conformity with the

Approved Design. The Artist may not deviate from the Approved Design without written approval of GIAA.

- b. Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless GIAA disapproves. If the Artwork is being constructed at the Site or the Airport, Artist shall avoid creating nuisance conditions arising out of Artist's operations, as determined by GIAA. Prior to requesting authorization to transport and install the Artwork, Artist shall provide GIAA with a list of all workers or subcontractors and equipment to be used along with the hours of work and the scope of work to be performed at the Site. All additional workers or subcontractors must provide proof of insurance prior to entering the Site.
- c. GIAA shall have the right to review the Artwork at reasonable times during its fabrication upon reasonable notice, whether on-Site or off-Site.
- d. Artist will promptly cure any deficiencies identified by GIAA and will notify GIAA in writing of completion of the cure. GIAA shall promptly review the Artwork, and upon approval shall release the next payment installment. If Artist disputes GIAA's determination that the Artwork does not conform to the Approved Design, Artist shall promptly submit reasons in writing to GIAA within 10 days of receipt of GIAA's notification of deficiencies. GIAA shall make reasonable efforts to resolve the dispute with Artist in good faith. However, final determination as to whether the Artwork complies with the Approved Design shall remain with GIAA.
- e. Artist shall notify GIAA in writing when fabrication of the Artwork has been completed, and the Artwork is ready for delivery and installation at the Site.
- f. GIAA shall inspect the Artwork within 30 days after receiving notification from Artist that the Artwork is ready for delivery and installation, to determine that the Artwork conforms with the Approved Design, and to give final approval of the Artwork. GIAA may request photographs for the inspection process in lieu of an in-person inspection. GIAA shall not unreasonably withhold final approval of the Artwork. In the event GIAA does withhold final approval, it shall submit the reasons for its disapproval in writing within three (3) days of examining the Artwork. Artist shall then have 30 days from the date of GIAA's notice of disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such notice. Artist shall not be penalized for any delay in delivery and installation of the Artwork to the Site unless Artist has willfully and

substantially deviated from modifications required after GIAA's review of the Artwork without GIAA's prior approval, in which case, Artist shall be responsible for any expenses incurred in correcting such deviation.

- g. GIAA shall promptly notify Artist of any delays affecting installation of the Artwork.
- h. Artist shall provide the substance for creation of the Artwork didactics (i.e., Artist's name, year, description and title of Artwork) 90 days before installation begins and subject to GIAA guidelines.

1.7 Delivery and Installation

- a. Upon GIAA's final approval of the completed Artwork as being in conformity with the Approved Design, Artist shall deliver the completed Artwork, or the components thereof, to the Site in accordance with the Schedule. Transportation fees and any off-load costs onto the Site shall be included in the Budget.
- b. Artist will coordinate closely with GIAA to ascertain that the Site is prepared to receive the Artwork. Artist will confer and coordinate with GIAA and those involved in installation on all aspects of delivery and installation. Artist may not deliver the Artwork, and/or the components thereof, until authorized to do so by GIAA.
- c. GIAA agrees to reasonably cooperate in the scheduling of the installation of the Artwork at the Site so that the work may be completed promptly. Artist shall not be held responsible for delays in installation if such delays are directly attributable to GIAA or its contractors, architects or consultants other than Artist. GIAA agrees to pay any additional storage, transportation, and installation costs for the Artwork should delays directly attributable to GIAA necessitate the postponement of installation past the scheduled completion date.
- d. Artist shall obtain and pay for all necessary licenses, permits, and other approvals required for installation of the Artwork.
- e. Artist shall install the Artwork in substantial conformity with the Approved Design. Artist shall install the Artwork in a timely manner, and in accordance with the Schedule.
- f. Artist shall be present during installation of the Artwork at the Site, as coordinated with GIAA.

- g. Artist shall maintain, to the extent possible and within Artist's control, a neat appearance at the Site during installation.
- h. Artist shall be responsible for any clean-up of the Site made necessary by Artist's installation of the Artwork, including without limitation, removal of Artist's equipment, materials and the repair of any portion of the Site or surrounding area damaged by Artist's installation of the Artwork.
- i. Artist shall continue to fulfill the insurance obligations in Article 6 of this Agreement for three years following final acceptance (as defined in Section 1.8 of this Agreement) and commissioning. This obligation shall survive the termination or expiration of this Agreement.

1.8 Approval and Acceptance

- a. Upon completion of the installation of the Artwork, Artist shall notify GIAA within 2 business days. GIAA shall then have 30 days to inspect the Artwork to determine whether the Artwork has been completed and installed in substantial conformity with the Approved Design and whether the Artwork is in excellent condition.
- b. GIAA shall notify Artist of final acceptance of the Artwork ("Final Acceptance Letter"). The effective date of Final Acceptance Letter shall be the date GIAA delivers the Final Acceptance Letter to Artist in person or dispatches the letter by overnight courier. The final acceptance shall be understood to mean that GIAA acknowledges completion and installation of the Artwork in substantial conformity with the Approved Design and delivery of the Artwork in excellent condition with any required modifications, and that GIAA confirms that all services required of both parties by this Agreement have been completed. Title to the Artwork passes upon final acceptance and final payment. Such Final Acceptance Letter does not affect any warranty, hold harmless, or indemnification provided in this Agreement, which shall continue to be in full force and effect as provided herein.

Article 2 - Taxes

- 2.1 Any local, state or federal sales, use or excise taxes, or similar charges relating to payments to Artist for services and materials under this Agreement shall be paid by Artist in a timely fashion.

Article 3 - Term of Agreement

3.1 Duration

This Agreement shall be effective on the date the Agreement has been signed by both parties (the "Effective Date"), and, unless terminated earlier as provided herein, shall remain in force until final acceptance by GIAA under Section 1.8, or until final payment to Artist, whichever is later.

3.2 Survival

Any provision of this Agreement that is, by its nature, continuing shall survive termination or expiration of this Agreement. Specifically, and without limitation, the following sections shall survive termination or expiration of this Agreement: Article 5 [Artist's Representations and Warranties]; Article 7 [Indemnification]; Article 8 [Ownership and Intellectual Property Rights]; Article 9 [Moral Rights]; Article 11 [Assignment of Artwork]; and Article 17 [General Provisions].

3.3 Force Majeure

Each party shall grant the other a reasonable extension of time in the event that conditions beyond the other party's control render timely performance of the obligations under this Agreement impossible or unduly burdensome. The affected party's performance obligations shall be suspended and extended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended and extended only for the duration of such conditions.

Article 4 - Risk of Loss

- 4.1 Artist shall bear the risk of loss or damage to the Artwork until the Artwork is open to the public. Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage prior to GIAA's final written acceptance of the Artwork.

Article 5 - Artist's Representations and Warranties

5.1 Warranties of Title

Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of Artist;
- b. The Artwork, whether created by Artist alone or in collaboration with others, shall be wholly original to Artist and shall not infringe upon or violate the copyrights or any other rights of any third party;
- c. Artist owns all contributions to the Artwork made by Artist's assistants or anyone else who has made any copyrightable contribution to the Artwork, either by way of assignment or as work made for hire;
- d. The Artwork (or any copy or reproduction thereof) has not been offered or accepted for sale elsewhere;
- e. Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto in any way that may affect or impair the rights granted to GIAA pursuant to this Agreement;
- f. The Artwork is free and clear of any liens from any source whatsoever;
- g. Artist has the full power to enter into and perform this Agreement and to grant the rights granted in this Agreement;
- h. These representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition

- a. Artist represents and warrants that all work, including installation, will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one (1) year after the effective date of the Final Acceptance Letter.
- b. Artist represents and warrants that the Artwork and the materials used in the Artwork are not currently known to be harmful to public health and

safety.

- c. Artist represents and warrants that all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, GIAA standards for design and construction practices, etc. and with all necessary care, skill, and diligence.
- d. If within one (1) year after the effective date of the Final Letter of Acceptance GIAA observes any breach of warranty described in this Section that is curable by Artist, Artist shall, at GIAA's request, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to GIAA. GIAA shall give notice to Artist of such breach with reasonable promptness.
- e. If within one (1) year after the effective date of the Final Acceptance Letter GIAA observes a breach of warranty described in this Section that is not curable by Artist, and such breach is not due to the negligence or intentional act of GIAA, Artist is responsible for reimbursing GIAA for damages, expenses and loss incurred by GIAA as a result of the breach. However, if Artist disclosed the risk of this breach in the proposal, Preliminary, Final or Approved Design, drawings or in any other disclosure to GIAA, and GIAA accepted that it may occur, it shall not be deemed a breach for purposes of this Section.
- f. If after one (1) year after the effective date of the Final Letter of Acceptance, GIAA observes any breach of warranty described in this Section that is curable by Artist, GIAA shall contact Artist to make or supervise repairs or restorations at no cost to GIAA for so long as GIAA continues to display the Artwork publicly. Artist shall have the right of first refusal to make or supervise repairs or restorations. Should Artist be unable or unwilling to make or supervise repairs or restorations, GIAA may thereafter, at any time, engage a qualified restorative conservator and maintenance expert or other professional to make or supervise repairs or restorations at GIAA's expense, and Artist shall have no right of first refusal for future repairs or restoration.
- g. Excellent Standard of Display. Artist represents and warrants that:
 - i. General routine cleaning and repair of the Artwork will maintain the Artwork within an excellent standard of public display.
 - ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an excellent

standard of public display.

- iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an excellent standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
- iv. Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to GIAA. The foregoing warranties are conditional and shall be voided by the failure of GIAA to maintain the Artwork in accordance with Artist's specifications and the applicable conservation standards.
- h. These representations and warranties shall survive the termination or other extinction of this Agreement.

Article 6 - Insurance

6.1 Artist shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- a. Workers' Compensation Insurance per Guam Statutes and Employer's Liability insurance with limits of at least \$1,000,000 bodily injury per disease per employee, \$1,000,000 bodily injury per disease aggregate and \$1,000,000 bodily injury per accident. Artist agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. The policy or policies shall contain a waiver of subrogation in favor of GIAA by endorsement or terms and conditions. If Artist subcontracts any work under this agreement, Artist shall ensure all subcontractors maintain the same insurance coverage.
- b. Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Artist in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage.

- c. Commercial General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 per occurrence, Bodily Injury & Property Damage, \$2,000,000 aggregate. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- i. Premises and Operations.
- ii. Independent Contractors.
- iii. Product and Completed Operations Liability.
- iv. Broad Form Property Damage.
- v. Broad Form Contractual Coverage applicable to the Agreement and specifically ensuring the indemnification and hold harmless obligations contained in Article 7.
- vi. Owner's or Contractor's Protective Liability.

- d. The Auto Liability and General Liability policies will include an endorsement adding the GIAA as an additional insured. Those policies will also contain language making them primary and non-contributory.

6.2 Upon execution of this Agreement, Artist shall submit to GIAA copies of Artist's certificate(s) of insurance that clearly identifies Artist, evidences the required coverages, and specifically provides that GIAA is an additional named insured or additional insured with respect to the required coverages and the operations of Artist under this Agreement. Insurance companies selected must be acceptable to GIAA. All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days' written notice has been given to GIAA by certified mail.

6.3 These insurance requirements shall not relieve or limit the liability of Artist. GIAA does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Artist's interests or liabilities but are merely minimum requirements established by GIAA. GIAA reserves the right to require any other insurance coverages that GIAA deems necessary depending upon the risk of loss and exposure to liability.

- 6.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the Island of Guam, with the minimum rating of A-VII, in accordance with the latest edition of A.M. Best's Insurance Guide.
- 6.5 Artist shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and Artist shall provide verification thereof to GIAA upon GIAA's request.
- 6.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against GIAA with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.
- 6.7 Artist shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against GIAA for payment or assessments in any form on any policy of insurance.
- 6.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which GIAA is named as an additional named insured shall not apply to GIAA. GIAA shall provide written notice of occurrence within fifteen (15) working days of GIAA's actual notice of such an event.
- 6.9 Artist shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.
- 6.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and GIAA, at its sole discretion, may cancel the Agreement and all rights, title and interest of Artist shall thereupon cease and terminate.
- 6.11 Artist acknowledges that until the Artwork is open to the public, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artwork, regardless of where such loss occurs.

Article 7 - Indemnification

- 7.1 Artist agrees to indemnify, defend, save and hold completely harmless GIAA, its Commissioners, officers, employees, agents, and any successors ("Indemnitees") from and against any and all liabilities, obligations, losses, damages, actions, claims, judgments, settlements, costs (including legal fees and costs of investigation and defense), and demands arising by reason of personal injury, property damage, or infringement of third party rights (collectively "Losses") arising from, in connection with, caused by, or alleged, directly or indirectly by: (i) the performance of services under this Agreement; (ii) any act or omission of Artist and Artist's agents, employees, contractors, subcontractors or invitees, or by their operations at and use of the Airport; or by (iii) any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist. Notwithstanding the foregoing, Artist is not obligated to indemnify an Indemnatee against any Losses (i) to the extent a court of competent jurisdiction decides such Losses result solely from the Indemnatee's negligence or willful misconduct and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) of Artist.
- 7.2 Artist acknowledges and agrees that its obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist.
- 7.3 As a distinct and separate indemnification obligation, Artist shall defend, indemnify and hold completely harmless Indemnitees from any claims or liabilities arising out of Artist's failure or alleged failure to procure and to keep in force the insurance required by this Agreement.
- 7.4 This indemnification is intended for the indemnified parties and their legal representatives. The provided indemnification is not intended to relieve a primary insurer of its coverage obligations. The furnishing of the insurance required under this Agreement shall not be deemed to limit Artist's obligations under this Section.
- 7.5 Each party shall immediately notify the other of any written claim regarding any matter resulting from or relating to the other party's obligations under this Agreement. Each party shall cooperate, assist, and consult with the other in the defense or investigation of any such claim arising out of or relating to the performance of this Agreement.

7.6 This indemnification shall survive the termination or expiration of this Agreement.

Article 8 - Ownership and Intellectual Property Rights

8.1 Title

Title to all copies of the Artwork delivered to GIAA shall pass to GIAA upon its written final acceptance and payment for the Artwork pursuant to Section 1.8. Artist shall provide GIAA with a Bill of Sale in substantially the form attached hereto as **Exhibit 4**.

8.2 Ownership of Documents

GIAA shall retain all physical and electronic copies of drawings, photographs, schematics, models, renderings, and the like, including the Approved Design, delivered to GIAA by Artist. GIAA, at its option, may make electronic copies of any such materials and deliver the originals to Artist. GIAA's ownership extends to the particular copies delivered by Artist, and any electronic copies made pursuant to this Section, but does not convey any copyright interest in such materials, all of which remain with Artist.

8.3 Copyright Ownership

Artist retains all copyrights in the Artwork and any other intellectual property rights therein and thereto, subject only to any rights expressly granted to GIAA in this Agreement.

8.4 Reproduction Rights

- a. The parties intend that the Artwork be and remain unique. Accordingly, Artist shall not make any additional exact duplicate reproductions of the Artwork, nor shall Artist grant permission to others to do so except with the written permission of GIAA. However, nothing shall prevent Artist from creating future works of art in Artist's manner and style of artistic expression. Artist will not reproduce or incorporate the Artwork in items for sale without GIAA's prior written consent.
- b. Artist grants to GIAA and its assigns a perpetual license to reproduce, fabricate and install copies of the Artwork as embodied in the Approved Design at the Site. GIAA may modify the Final Design, in consultation with the Artist, if necessary for fabrication and installation.

- c. Artist grants to GIAA and its assigns an irrevocable license to make two dimensional and electronic reproductions of the Artwork for GIAA's business and promotional purposes, including, but not limited to, reproductions used in brochures, media publicity, exhibition catalogues, digital maps or guides, or other similar publications provided that these rights are exercised in a tasteful and professional manner, and reproductions of the Artwork are not incorporated in items for sale.
- d. All reproductions by GIAA of the Artwork shall contain a copyright notice in substantially the following form: © [Artist] [year].
- e. Artist shall use best efforts in any public showing or resume use of reproductions to acknowledge GIAA in substantially the following form: "an original Artwork commissioned by and in the public art collection of the A.B. Won Pat International Airport, Guam."
- f. If GIAA or CAHA wishes to make reproductions of the Artwork for commercial purposes in items for sale, including but not limited to tee shirts, post cards or posters, the parties shall execute a separate agreement specifying the terms of the license granted by Artist and the royalty to be paid to Artist or any successor to Artist.
- g. GIAA is not responsible for any third-party infringement of Artist's copyright and is not responsible for protecting the intellectual property rights of Artist. If GIAA obtains actual knowledge of infringement, GIAA shall notify Artist in a reasonable time of an actual infringement of Artist's copyright in the Artwork.
- h. Artist acknowledges that the Site is a public space that may be depicted by GIAA and others in photographs, audiovisual works or the like produced at the Site and that the Artwork may appear in such works. Any reproduction of the Artwork in such works will not violate any copyright or any other right of Artist and will not require any credit to the Artwork or Artist. By way of clarification, and not as a limitation, such works may include films, photographs, television stories or interviews, and other types of activities that may take place at the Site or at the Airport or in its vicinity that may result in the Artwork appearing in such works because of its location and its significance as a public work of art.
- i. GIAA, or its designee, may undertake to film the creation and installation of the Artwork as a way to document the process. Artist consents to the display and reproduction of the Artwork and any related works, including drawings, plans, designs, and the like, in the resulting audiovisual work,

and no performance, display, or transmission of this audiovisual work will infringe any copyright, or any right of publicity held by Artist.

Article 9 - Moral Rights

- 9.1 GIAA will not intentionally alter, modify, change, destroy or damage the Artwork without first providing notice to Artist.
- 9.2 If any distortion, mutilation, or other modification of the Artwork occurs during Artist's lifetime which would be prejudicial to Artist's honor or reputation, Artist shall have the right to disclaim authorship of the Artwork. In such event, upon written notice from Artist, GIAA shall remove the identification plaque and all attributive references to Artist at GIAA's expense within 90 days of receipt of the notice. No provision of this Agreement shall obligate GIAA to alter or remove any such attributive reference printed or published prior to GIAA's receipt of such notice. Artist may take such other action as Artist may choose in order to disavow the Artwork.
- 9.3 GIAA may remodel, reconstruct, update, or alter the Site as it may determine, and may remove, temporarily or permanently, relocate or otherwise modify the Artwork as GIAA deems necessary in the course of such changes to the Site. GIAA shall notify Artist if any proposed significant alteration to the Site will affect the character or appearance of the Artwork. GIAA shall make a good faith effort to consult with Artist in the planning and execution of any such alteration to the extent it affects the Artwork. GIAA shall use its best efforts to maintain the integrity of the Artwork. GIAA will make a good faith effort to contact and consult with Artist regarding removal or relocation of the Artwork. Artist acknowledges that the final decision regarding any such alterations, removal or relocation shall be determined solely by GIAA. In the event GIAA proceeds with such removal or relocation, Artist shall provide GIAA with written handling and, if applicable, storage instructions.
- 9.4 GIAA shall notify Artist in writing upon adoption of a plan of construction or alteration of the Site which might result in the Artwork being destroyed, distorted, mutilated, or modified. GIAA shall make a good faith effort to consult with Artist regarding such a plan. Artist acknowledges that the final decision regarding any such plan shall be determined solely by GIAA. If the Artwork is destroyed, distorted, mutilated, or modified, GIAA shall have the right to rebuild or repair the Artwork, and Artist may require that Artist is no longer identified as the author of the Artwork. Any notice required by this Article shall be provided in accordance with Article 16.
- 9.5 This Section is intended to replace and substitute for the rights of the Artist

under the Visual Artists' Rights Act, 17 U.S.C. §106A ("VARA"), and to the extent there is any conflict or difference between this Agreement and VARA, the terms of this Agreement apply. Artist permanently waives Artist's rights pursuant to VARA to prevent any distortion, mutilation, modification or destruction of the Artwork for any reason and regardless of the reason for which such distortion, mutilation, modification or destruction of the Artwork is undertaken or occurs. The rights contained in this Article 9 are personal to Artist, and GIAA's obligations under this Article 9 are effective only during Artist's lifetime and shall terminate upon Artist's death.

Article 10 - Artist as an Independent Contractor

- 10.1 Artist agrees to perform all services under this Agreement as an independent contractor and not as an agent or employee of GIAA. Artist shall not hold itself out as an authorized agent of GIAA with the power to bind in any manner.
- 10.2 Artist shall provide GIAA with Artist's Tax Identification Number and any proof of such number as requested by GIAA.

Article 11 - Assignment of Obligations

- 11.1 Artist's rights and obligations under this Agreement are personal and shall not be assigned, licensed, sublet or transferred. Except as specifically provided herein, any attempt by Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by GIAA.

Article 12 - Federal Provisions

12.1 Civil Rights

Artist agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Artist and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

12.2 Compliance with Title VI Nondiscrimination Requirements:

During the performance of this contract, Artist, for itself, its assignees, and

successors in interest (hereinafter referred to as the “Contractor” in this Section 12.2), agrees as follows:

- a. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the non- discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.

- f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Artist, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" in this Section 12.3) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); .
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 etseq).

Article 13 - Termination

- 13.1 Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party’s reasonable control such as, but not limited to, acts of nature; war or

warlike operations; terrorism; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than 90 days prior to the effective date of termination.

- 13.2 GIAA may terminate this Agreement without cause upon 60 days prior written notice to Artist. GIAA shall pay Artist for services performed and commitments made prior to the date of termination notice. Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which Artist has been compensated to date with allowance for lost opportunities, unless the parties come to a settlement otherwise.
- 13.3 If either party to this Agreement willfully or negligently fails to fulfill in a timely and proper manner, or otherwise violates any of the covenants, agreements or stipulations material to this Agreement, the other party shall have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate and specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default unless provided additional time in writing. If the breach or violation is not cured by that time, this Agreement shall terminate.
- 13.4 If Artist defaults for cause other than death or incapacitation (see Article 14), Artist shall return to GIAA all funds provided by GIAA in excess of expenses already incurred. Artist shall provide an accounting of such expenses. GIAA shall retain the right to have the Artwork completed, fabricated, executed, delivered and installed by third parties of GIAA's choosing, and to use and reproduce the Design, Artist's drawings, renderings, schematics, photographs and the like in doing so. However, Artist shall retain the copyright in the Artwork and all rights under Articles 8 and 9. GIAA may retain possession of all finished and unfinished drawings, sketches, photographs and other Artwork-related materials prepared and submitted or prepared for submission by Artist under this Agreement for purposes of completing the Artwork. Artist shall retain ownership of the copyright and any other rights in all such materials except those specifically granted to GIAA.
- 13.5 If GIAA defaults, GIAA shall compensate Artist for all services performed by Artist prior to termination. GIAA shall pay Artist for services performed and commitments made prior to the date of termination. Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which Artist has been compensated to date with reasonable allowance for lost opportunities. Artist shall retain possession and title to the studies, drawings, designs, maquettes and models already prepared and submitted or prepared for submission to GIAA by Artist under this Agreement prior to the date of termination. GIAA shall have no right to complete the Artwork.

- 13.6 Upon notice of termination, Artist and its subcontractors shall cease all services affected.

Article 14 - Death or Incapacity

- 14.1 If Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of Artist for the purpose of Article 13. However, nothing in this Article shall obligate GIAA to accept the Artwork.
- 14.2 In the event of Artist's death or incapacity, GIAA may elect to terminate this Agreement and select an artist or fabricator of its choosing to complete the Artwork. Artist shall retain all rights under Article 8; provided, however, that if GIAA terminates the Agreement after Artist's submission of the Preliminary Design, Artist will retain ownership of the copyright in the Preliminary Design, but to the extent the finished Artwork qualifies as a derivative work of the Preliminary Design, GIAA or the artist or subcontracting fabricator who completes the Artwork will own the copyright in the derivative work and their copyrightable contributions to the finished Artwork. In the event GIAA elects to complete the Artwork, the Artwork and any reproductions thereof, if the finished Artwork qualifies as a derivative work of Artist, shall contain a copyright notice in substantially the following form: Based on a design by [Artist], © [GIAA or completing artist] [year].
- 14.3 Any provisions of this Agreement that survive its termination shall apply only to the extent of services performed by Artist prior to termination.

Article 15 - Security

- 15.1 Artist, its employees, agents, contractors and/or subcontractors must meet the requirements of the GIAA Airport Police with regard to security badging access. All security badging questions must be referred to the GIAA Airport Police Badging Office at 671-642-4415.
- 15.2 Artist, its employees, agents, and contractors shall, at their own expense, abide by all Transportation Security Administration ("TSA") or GIAA security requirements, ordinances or security directives, including but not limited to, security badge qualifications, access, display, and use, restrictions on sale of dangerous items and limited security area access abilities.
- 15.3 The security of the Airport environment, especially in the sterile area, requires constant vigilance and control by GIAA. Pursuant to TSA requirements, GIAA is

only allowed to permit access to the sterile area to individuals who have a business purpose inside the area.

- 15.4 Artist understands and agrees that in the event the TSA assesses a civil penalty or fine against GIAA for any violation of Transportation Security Regulations or other federal statute as a result of any act or failure to act on the part of Artist or Artist's employees, agents, contractors and/or subcontractors, Artist will reimburse GIAA in the amount of the civil penalty finally assessed plus any documented costs for defending the civil penalty, including reasonable internal or external attorneys' fees. GIAA will provide Artist notice of the allegation, investigation or proposed or actual civil penalty. Failure of Artist to reimburse GIAA within one hundred twenty (120) days of receipt of written notice of the assessed civil penalty shall result in default of this Agreement.

Article 16 - Notices and Documents

- 16.1 Notices required under this Agreement shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

For GIAA:	Delivery Address: Attn: Executive Manager 355 Chalan Pasaheru, Route 10A Tamuning, Guam 96911	Mailing Address: Attn: Executive Manager P.O. Box 8770 Tamuning, Guam 96931
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For CAHA:	Delivery Address: Attn: Director The DNA Building, 238 Archbishop FC Flores Street, Suite 202 Hagatna, Guam 96910	Mailing Address: Attn: Director P.O. Box 2950 Hagatna, Guam 96932
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For Artist:	Delivery Address: _____ _____ _____	Mailing Address: _____ _____ _____
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- 16.2 Notice is deemed given (i) two business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered

by any other means, the date such notice is actually received or rejected by the named recipient. Either party may change the party's address for notice by providing written notice to the other party.

Article 17 - General Provisions

17.1 Waiver

The parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

17.2 Audit

Artist shall keep at its principal office, in a system acceptable to GIAA, accurate books, accounts, records and documents relevant to the work conducted under this Agreement and shall keep such information for a period of six calendar years. GIAA and the Legislative Auditor shall have the right, at all reasonable times during normal business hours, to inspect the books, accounts, records, and documents, accounting procedures and practices, and to interview current and former employees, all relative to the work conducted under this Agreement. Contracts entered into with subconsultants shall contain the same contract audit clause. Artist shall pay all audit costs when an audit discloses overcharges exceeding one (1) percent of the total approved Budget.

17.3 Severability

Invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision.

17.4 Compliance with All Laws

Artist shall comply with all laws, regulations, ordinances, and rules of the Federal, State, and local government including those of GIAA, which may be applicable to performance under this Agreement.

17.5 Choice of Law and Venue

Any case, controversy or dispute arising out of this Agreement and any action involving the enforcement or interpretation of any rights herein shall be governed by Minnesota Law. Venue shall be in Hennepin County District Court.

17.6 Public Data

This Agreement, and the information related to it, are subject to the Minnesota Government Data Practices Act ("Act"), which presumes that data collected by GIAA is public data unless classified otherwise by law. GIAA reserves the right to disclose information as required by the Act. GIAA will have no liability for disclosure of information that is required by the Act or other applicable law.

Article 18 - Entire Agreement

- 18.1 This Agreement, including exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties with respect to the subject matter herein. No verbal agreements or conversations between the parties prior to the execution of this Agreement, or otherwise, shall affect or modify any of the terms or obligations.
- 18.2 No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

(EXECUTIONS ON THE FOLLOWING PAGES)

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

**COUNCIL OF THE ARTS &
HUMANITIES AGENCY**

By: _____
JOHN M. QUINATA
Executive Manager

By: _____
ANGIE R. TAITAGUE
Director

Date: _____

Date: _____

**CONCURRED:
A. B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM
BOARD OF DIRECTORS**

**COUNCIL OF THE ARTS &
HUMANITIES AGENCY**

By: _____
BRIAN J BAMBA
Chairman

By: _____
MONICA GUZMAN
Board Chair

Date: _____

Date: _____

APPROVED AS TO FORM:

COMMISSIONED ARTIST

By: _____
GIAA Legal Counsel

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved Design

DRAFT

Wondershare
PDFelement

Exhibit 2

Budget

DRAFT

Wondershare
PDFelement

Exhibit 3

Schedule

DRAFT

Wondershare
PDFelement

Exhibit 4**Bill of Sale**

TERRITORY OF GUAM

BILL OF SALE

"Pursuant to the Artwork Commission and Purchase Agreement for Public Artwork (the Agreement) between the undersigned Artist and the A.B. Won Pat International Airport Authority, Guam (GIAA) dated _____, _____. GIAA commissioned the creation by the undersigned Artist of a work of art, to exist in a single copy, titled _____ (the "Artwork").

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Artist does hereby sell, transfer and convey to GIAA, its assigns and successors, all right, title and interest in and ownership of the Artwork, together with any designs, drawings, plans, maquettes or other materials identified in the Agreement as being owned by GIAA. This conveyance does not include the copyright in the Artwork, which is owned by and remains with Artist."

IN WITNESS WHEREOF, Artist has executed this written Bill of Sale on this the ____ day of _____, 202_.

ARTIST (signature)

Name: _____

Territory of Guam

This instrument was acknowledged before me on the ____ day of _____, 202_ by

_____.

(Notary
Seal)_____
Signature of Notarial Officer_____
Title (and Rank)

My commission expires: _____



Honorable Lourdes Leon Guerrero
Maga'håga'
Governor of Guam

Honorable Joshua Tenorio
Sigundo Maga'lahi
Lieutenant Governor of Guam

Angie Taitague
Direktot
Director

January 13, 2025

Delegate's Name
Genre/Discipline
Address
City, Guam Zip Code

Subject: Lifetime Ban from Future Festival of Pacific Arts and Culture Festival as a Guam Delegate

Dear [Delegate's Name]:

On behalf of the Guam Council on the Arts and Humanities Agency (CAHA) and the 13th Festival of Pacific Arts Guam Organizing Committee, we are writing to formally inform you of the decision made by CAHA and the 13th FestPac Guam Organizing Committee regarding your participation as a delegate in future FestPacs.

Pursuant to the Guam 13th Festival of Pacific Arts Code of Conduct and Liability Waiver Agreement, Section I., Subsections B (Interpersonal Relations), D (Care and Concern) #2, G (Opening and Closing Ceremony, Traditional Canoe Welcoming Ceremony) #3, and K (Violation) #1 and #2. It is with regret that we must inform you that you have been banned for life from participating as a Guam delegate in future Festival of Pacific Arts and Culture due to your violation and noncompliance with the terms outlined in Guam delegate's code of conduct, which you signed prior to the festival. Your behavior and actions during the closing ceremony, were not only disruptive but also disrespectful to the festival host and organizers.

As you are aware, the closing ceremony was a significant event, live-streamed for a global audience, and your actions brought negative attention to Guam. This behavior has caused embarrassment not only to the Guam government officials and other delegates in attendance but also to the people of Guam as a whole. What should have been a beautiful gathering of cultural practitioners unfortunately turned into a spectacle, detracting from the spirit and purpose of the festival. We believe that such actions undermine the collaborative and celebratory essence of FestPac, which brings together diverse cultures and communities. As a delegate, it is essential to uphold the values of respect, understanding, and unity that these festivals strive to achieve.

For your reference, attached is a copy of the signed code of conduct. Please understand that this decision is final and reflects our commitment to maintaining the integrity and respect that FestPac represents. We hope that you will take this opportunity to reflect on the impact of your actions. We appreciate your understanding in this matter. Si Yu'os Ma'ase.

Sincerely,

Monica Guzman

Guam Head of Delegation

13th FestPac Guam Organizing Committee
CAHA Board of Directors

Angie Taitague

Director

Guam Council on the Arts and Humanities Agency (CAHA)Chair,

GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY*Kahan Kutturán Guahan*

PO Box 2950

Hagåtña, Guam 96932

RESOLUTION NO: 2024-007

RELATIVE TO THE GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY (CAHA PROCESS BANNING DELEGATES FOR THE FESTIVAL OF PACIFIC ARTS AND CULTURE.

Whereas, the Festival of Pacific Arts and Culture (FestPac) is the largest cultural gathering in the Pacific, held every four years to showcase traditional and new forms of artistic expression unique to the Pacific regions of Micronesia, Melanesia, and Polynesia. This festival is a time to celebrate the people of Oceania, share history and knowledge, raise cultural awareness, and create lasting memories.

Whereas, FestPac celebrates the diversity and artistic expression found among Pacific Islanders while highlighting the similarities that connect us as People of the Pacific. Guam, along with 26 other Pacific island nations, emphasizes the importance of traditional art forms, encourages the creation of new forms of artistic expression, promotes the use of indigenous languages, and celebrates the rich cultural heritage of Pacific Islanders.

Whereas, the Guam Council on the Arts and Humanities Agency (CAHA) serves as the lead government agency responsible for planning and organizing Guam's presentation at the festival.

Whereas, the last FestPac was held in Honolulu, Hawaii, from June 6 - 16, 2024, where Guam CAHA, along with the 13th Guam FestPac Organizing Committee, spearheaded the participation of a 110-member delegation comprised of Guam's best traditional and cultural practitioners representing all genres.

Whereas, delegates underwent a competitive vetting process involving an application packet screened by CAHA staff for eligibility, and evaluated by the FestPac Committee, CAHA Masters, and cultural/art experts. The packet included an application, photo release, authorization for police and court clearance, agreement of participation, and a code of conduct, which all delegates signed, acknowledging their understanding of the terms and expected exemplary conduct. Being a delegate is not a right, it's a privilege.

Whereas, during the 13th Festival of Pacific Arts and Culture in Hawaii, certain Guam delegates violated the code of conduct. Performing Arts Delegate Jesse McCarrel Valadez refused to stay at the assigned accommodations and did not participate in any scheduled events, leading to his return to Guam. Additionally, on June 16, 2024, during the festival's closing ceremony, Shannon McManus, Jonathan Glaser, Dakota Camacho, and Kaitlin McManus disrupted the event by chanting political slogans, despite requests to cease, causing embarrassment to Guam officials and delegates, and tarnishing Guam's representation.

CAHA RESOLUTION NO. 2024-007*Page 2 of 2*

Now, Therefore, Be It Resolved, the Board of Directors of the Guam Council on the Arts and Humanities Agency hereby imposes a lifetime ban on Shannon McManus, Jonathan Glaser, Dakota Camacho, Kaitlin McManus, and Jesse McCarrel Valadez from participating as Guam delegates in future Festivals of Pacific Arts and Culture.

DULY ADOPTED AND RECORDED AT THE REGULAR BOARD MEETING ON THE

_____ DAY OF _____.

Donna W. Kloppenburg
Secretary of the Board
Guam Council on the Arts and Humanities
Agency

Angie R. Taitague
Director
Guam Council on the Arts and Humanities Agency





13th FESTIVAL OF PACIFIC ARTS CODE OF CONDUCT & LIABILITY WAIVER AGREEMENT

I. GUAM DELEGATION – CODE OF CONDUCT

The following code of conduct was developed by the Guam Council on the Arts and Humanities, lead agency for the Guam Delegation to ensure the joyful celebration of the arts and maintain a safe environment for all participants to the festival. This code of conduct is written in the context of the values and principles shared in our Guam culture and apply to all participants, committee chairs and staff. As role models and ambassadors to the 13th Festival of the Pacific Arts 2024, it is incumbent upon us to conduct ourselves in an exemplary manner.

Please place your initials by each term as follows: (Your initials serve as an acknowledgment that you have read and understand the terms set forth below.)

A. Dress Code

1. The Guam delegation attire must be worn when designated throughout the entire duration of the Festival (i.e. official delegate dress uniform and official delegate t-shirt, etc.)
_____ (initials)
2. The Guam identification badge (Festival credential) must be worn at all times.
_____ (initials)
3. In your dress code, take into account respect for different cultures. _____
(initials)

B. Interpersonal Relations

1. In all situations all delegates are expected to demonstrate tolerance and mutual respect for each other and other cultures. _____ (initials)
2. Guam delegates shall not stare, harass, or make lewd remarks of other participating countries displaying their traditional forms of dress. _____ (initials)
3. To maintain proper and good decorum at all times. _____ (initials)

C. Alcohol, Tobacco and Illegal Substances

1. All members of the Guam delegation must comply with any and all smoking regulations established by the 13TH Festival of Pacific Arts 2024 Guam Committee and/or the laws of Hawaii. _____ (initials)
2. Alcohol consumption is strictly prohibited during any cultural presentation, event and activity relative to the 13th Festival of Pacific Arts 2024 and within the living accommodations provided by the host country. _____ (initials)
3. All members of the Guam delegation shall abide by all regulations concerning the consumption of alcoholic beverages as promulgated by the 13TH Festival of Pacific Arts 2024 Committee and/or the laws of Hawaii. _____ (initials)
4. The possession and use of illegal drugs and substances is strictly forbidden and violators are subject to possible criminal action by the government of Hawaii and Guam. _____ (initials)

D. Care and Concern

All Guam delegates have a duty to care for themselves, others and the environment in which we live in. With this in mind,

1. Participants should act with care during all activities. Intentional damage and theft of property will result in the participant(s) being held personally responsible and subject to the laws of Hawaii. _____ (initials)
2. Participants shall refrain from using abusive or foul language. _____ (initials)
3. Participants shall refrain from causing bodily harm to self and others. _____ (initials)
4. Drunkenness, fighting, and illegal drug use is not permitted. _____ (initials)
5. All lost property recovered by participant must be taken to the nearest security station. _____ (initials)

E. Medical Conditions

Persons with special medical needs are encouraged to inform the delegation health professional of such conditions in order to expedite any necessary treatment. _____ (initials)

F. 13th Festival of Pacific Arts Delegate 2024 Housing

All Guam delegates must live in the housing accommodations provided by the host country. _____ (initials)

G. Opening and Closing Ceremonies, Traditional Canoe Welcome Ceremony, and Ecumenical Service

The festival includes various prestigious events like the Opening and Closing Ceremonies, Traditional Canoe Welcome Ceremony, and Ecumenical Services. These events aim to celebrate the festival's spirit and provide delegates with the chance to engage in joyful and meaningful activities.

1. All Guam delegates must attend and participate in the Opening and Closing Ceremonies, Ecumenical Service and when deemed necessary. _____ (initials)
2. All Guam delegates must dress in the official Guam attire for the aforementioned events. _____ (initials)
3. All Guam delegates must behave in an orderly, joyful and respectful manner throughout the aforementioned events. _____ (initials)
4. All Guam delegates must remain in their designated seats until the conclusion of the aforementioned events and are dismissed by the master of ceremonies or as designated by the Head of the Guam delegation. _____ (initials)

H. Punctuality

1. All performers and artists must be punctual and participate in all scheduled presentations, events and activities. _____ (initials)
2. All performers and artists must remain within the grounds during the festival hours. _____ (initials)

I. Laws of Hawaii

All delegates will conduct themselves in a well-behaved and lawful manner with respect to the laws and customs of the people of Hawaii. _____ (initials)

J. Liability and Indemnification

1. All Guam delegates are required to complete and sign the Liability Waiver Form to participate in the 13th Festival of Pacific Arts 2024. _____ (initials)
2. The Guam FestPac Committee of the 13th Festival of Pacific Arts 2024, the Guam Council on the Arts and Humanities and the Government of Guam shall not be responsible or held liable for damages and costs/expenses incurred arising from any and all incidents by Guam delegates related directly or indirectly to the 13th Festival of Pacific Arts 2024. _____ (initials)

K. Violation

1. As official members of the Guam delegation, all delegates must agree to abide by the terms and conditions set forth in this code of conduct. Delegates are hereby advised that refusal to keep to this code of conduct will lead to appropriate sanctions and immediate dismissal from the Guam delegation. _____ (initials)
2. Upon dismissal, the violator will no longer be recognized as a member of the Guam delegation. All benefits will be revoked. He/she will be banned for his/her lifetime from participating as an official Guam delegate to the Festival of Pacific Arts. _____ (initials)

3. Should any Guam delegate be arrested or detained by Hawaii law enforcement officials, the delegate will bear all costs related to the violation. The Guam FestPac Committee of the 13th Festival of Pacific Arts 2024, the Guam Council on the Arts and Humanities Agency and the Government of Guam will not be responsible for any fees associated with the violation. _____ (initials)

4. Upon dismissal, the violator will no longer be recognized as a member of the Guam delegation. All benefits will be revoked. He/she will be banned for lifetime from participating as an official Guam delegate for the Festival of Pacific Arts. _____ initial(s)

L. I attest that I have received, read, and fully understand the contents set forth in this Standards of Conduct as established by the Guam Council on the Arts and Humanities Agency for the 13th Festival of Pacific Arts 2024. I accept and agree to abide with the terms and conditions of the code as related to my participation as an official Guam delegate to the festival.

II. GUAM DELEGATION – LIABILITY WAIVER AGREEMENT

The undersigned does hereby release and forever discharge the 13th Festival of Pacific Arts 2024 Committee, the Guam Council on the Arts and Humanities Agency and sponsors, Government of Guam, its lawyers, agents, servants, and employees and each of them, release all claims and demands for damages of every kind and nature whatsoever, and whether now known, or unknown by reason of or arising from any and all incidents related directly or indirectly to the festival.

I hereby release, discharge, and agree to save harmless the 13th Festival of Pacific Arts 2024 Committee, the Guam Council on the Arts and Humanities Agency and sponsors, the Government of Guam, their legal representatives or assigns, and all persons acting under their permission or authority or those for whom they are acting, from any liability by virtue of any accidents, injuries or death, that may occur during the said incident.

Furthermore, I do hereby agree that I will not hold the 13th Festival of Pacific Arts 2024 Committee, the Guam Council on the Arts and Humanities Agency and sponsors or the Government of Guam or any of its agents or employees liable for injuries to my personal property suffered as a result of my participation in the 13th Festival of Pacific Arts 2024. I shall not hold the 13th Festival of Pacific Arts 2024 Committee, the Guam Council on the Arts and Humanities Agency and sponsors liable for losses suffered as a result of loss, theft or damage to my personal property as a result of my participation in the 13th Festival of Pacific Arts 2024 nor for any arrest, detainment or other legal action taken against me by Hawaii authorities as a result of my personal conduct.

I attest that I have read the above authorization, release and agreement, prior to its execution, and that I am fully familiar with the contents thereof.

A. DELEGATE INFORMATION

Delegate's Name (Print):			
	Last	First	Middle Initial
Date of Birth:		Age:	
Cell Number:	Home Number:	Other Contact Number:	
Email Address:			
Mailing Address:			
Home Address:			

B. EMPLOYMENT INFORMATION

Place of Employment:
Employer's Name and Title:
Mailing Address:
Employer's Contact Number (s):
Employer's Email Address:

C. EMERGENCY CONTACT INFORMATION

In case of an emergency, please contact the following:

(1) Name:		Relationship:
Cell Number:	Home Number:	Other Contact Number:
(2) Name:		Relationship:
Cell Number:	Home Number:	Other Contact Number:

Medical Insurance Provider:

Delegate's Signature:

Date Attested To:

III. DEADLINE: All Delegate Code of Conduct and Liability Waiver Agreement Forms must be submitted via email to festpacguam@caha.guam.gov by **Friday, March 29, 2024**. For further information contact Jackie Balbas, CAHA Program Coordinator IV at (671) 300-7584 / (671) 456-5387 or via the email previously indicated.

FOR CAHA STAFF ONLY

Acknowledgment Receipt of Form:

CAHA Staff:

Signature:

Date:

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