

**GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY**  
**Regular Board Meeting, Via ZOOM**  
**9 February 2021 – 3:00 pm**  
**A G E N D A**

**1. CALL TO ORDER**

**2. REVIEW AND APPROVAL OF MINUTES DATED 12 January 2021.**

**3. EXECUTIVE DIRECTOR’S REPORT – Jillette Leon-Guerrero**

**4. FINANCIAL REPORTS – Genevey Kloulubak, Administrative Officer**

**5. COMMITTEE REPORTS**

- a. Art Bank – Donna Kloppenburg, Chairperson

**6. OLD BUSINESS**

- a. Extension Request to November 2021 [Mark Duenas, PC 1]
  - i. Antonio Azios [2021-026] *"Memoirs Pasifika"* podcast
  - ii. Amount Awarded: \$10,000
  - iii. Requests extension to November 2021.

**7. NEW BUSINESS**

- a. Extension Request [Mark Duenas, PC1]
  - i. Rozellea J. Judicpa [2021-015] "Good" [Film]
  - ii. Amount Awarded: \$3,000
  - iii. Requests extension to 28 February [original deadline 6 February 2021]
- b. Grant program
  - i. Update on grants awarded
    - Angie Taitague – Special Projects, Underserved and Folkarts
    - Mark Duenas – Performing Arts, Visual Arts, Media Arts and Arts in Education
  - ii. Grant program committee – Patricia Krise, Secretary

**8. OTHER ANNOUNCEMENT & DISCUSSIONS**

A. Next Board Meeting scheduled for 9 March 2021 at 3:00 p.m.

**IX. ADJOURNMENT**

# MINUTES

## GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY

Board of Directors Meeting

January 19, 2021 ▪ 3:00 pm

Via Zoom

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### I. Call to Order

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The Guam Council on the Arts and Humanities Agency's Board meeting was called to order at 3:04 p.m. by Mr. Francis Guerrero, Chairman of the Board.

In Attendance

CAHA Board Members

Joseph Certeza (Vice Chairman)

Dr. Judy Flores

Mayor Jesse Gogue

Vince Reyes

Max Ronquillo

Simone Bollinger

Patricia Krise (Secretary)

Donna Kloppenburg

Frank Rabon

Rolando Zepeda

William Pesch

CAHA Management and Staff

Jillette Leon-Guerrero (Executive Director)

Angie Taitague (Program Coordinator III)

Mark Duenas (Program Coordinator I)

Jackie Balbas (Program Coordinator IV)

Genevey Kloulubak (Administrative Officer)

Joey Manibusan (Program Coordinator I)

Absent: Francisco Lizama (Board Member)

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### II. Review and Approval of Minutes – December 15, 2020 [Attachment 1]

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Chairman Guerrero gave the Board some time to look over the minutes of the December board meeting.

After a brief review, ***Ms. Kloppenburg moved to approve the minutes of the December 15, 2020 as presented. Motion seconded by Mr. Pesch. Unanimously Approved***

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### III. Executive Director's Report [Attachment 2]

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Executive Director Leon-Guerrero reported on the following:

A. Organization/ Operations

1. Office Space and Gallery

Executive Director Leon-Guerrero stated that although the procurement for CAHA's new office and gallery was a lengthy process, we are in the final stage with GSA. The document has cleared the Office of the Attorney General and is back in GSA's hands. She added that GSA was informed that the furniture donated by the Census Office to CAHA is temporarily being stored at the Hagåtña

library and that GPLS will be needing their space soon in anticipation of opening to the public. Executive Director Leon-Guerrero informed the Board that upon DNA's acceptance, it will take them 30 days to renovate the space identified on 2<sup>nd</sup> Floor of the building based on CAHA's specifications for the office space and gallery. Renovations are part of the contract.

## B. Operational Upgrades

The Executive Director shared the work being done to CAHA's website with the Board. The website will have a new look that will include artwork by local artists who have agreed to have them posted on the website. The plan is for the website to have a new look, be user friendly, functional, as well as aesthetically pleasing. The home page would feature artwork by local artists, such as board members, Dr. Flores and Mr. Zepeda, who have agreed to have their artwork showcased on the website. Visitors would simply have to click on an artwork placeholder on the home page that would take them to different portals. For example, one portal will take you directly to CAHA's Crowdfunding webpage. CAHA would offer the platform and service to the artists/ creatives as a means of support and enable them to raise funds for a project. CAHA would post the creative's project on the site for a certain amount of time. During that period, benefactors would make pledges via the platform. Executive Director Leon-Guerrero stressed that the benefactors are not buying anything, but sometimes they may receive incentives from the creative based the amount donated. At the end of the period, CAHA would receive a small percentage from the monies raised as a service fee. All transactions will be done via a PayPal account established by CAHA. CAHA is allowed to fundraise. Monies generated through this campaign would go into CAHA's revolving fund not the government's general fund coffers. For the crowdfunding campaign to be successful, the artist would have to market their project daily on social media. It has to be constantly promoted. Crowdfunding would be beneficial to CAHA and the artist as there would be a clientele established that supports the artists and worthy projects. Executive Director Leon-Guerrero stated that CAHA's website address would remain the same and the content would have to be updated. She reminded everyone that the website is still in the developmental stage.

Vice Chairman Certeza inquired whether a board member who is also an artist could be part of this program. The Executive Director responded that it may be construed as a conflict of interest. Mr. Ronquillo asked the Executive Director whether CAHA has 501c3 nonprofit status. She responded that at one time CAHA did, but that is no longer the case. Mr. Ronquillo emphasized the importance of CAHA having this status reinstated. The Executive Director stated that she didn't think that CAHA would have to be a 501c3 to do the crowdfunding, but she did agree that CAHA should have 501c3 status. She added that she would look into Vice Chairman Certeza's request about whether a Board member can participate in the crowdfunding initiative and whether CAHA needs to be a 501c3 to run the crowdfunding. Mr. Ronquillo asked for Mr. Pesch's assistance about nonprofit legal questions. Mr. Pesch responded that all he needs are the specific questions on what needs to be researched.

Mr. Ronquillo suggested that CAHA partner with Humanities Guåhan until CAHA reestablishes its nonprofit status. Mr. Ronquillo stated that the crowdfunding platform is a great initiative that artists would want to be involved in, especially because there is no platform like this on island. Vice Chairman Certeza stated that he would like to have the first set of projects documented and suggested that CAHA partner, not only with Humanities Guåhan but also with the Guam Visitors Bureau. The documentary could be used as a marketing tool to build a larger audience and a larger pool of artisans who want to part of this program. This should be addressed to GVB because this would fit in with their

idea of what the Hafa Adai Pledge Program, even though the pledge has no giveback. This would be a win-win for all three organizations. Chairman Guerrero agreed with Vice Chairman Certeza's suggestion regarding collaborating with GVB and stated that there may be positive ways of marketing with other organizations that could be considered profitable.

#### C. Administration / Programming

##### 1. FY 2022 Budget

Executive Director Leon-Guerrero indicated that the preliminary documents for CAHA's budget have been submitted to the Bureau of Budget and Management Resources (BBMR) for the Fiscal Year 2022.

##### 2. INTEREST BEARING ACCOUNT

Executive Director Leon-Guerrero stated that she sent requests regarding interest bearing accounts to five banks and one investment company. Only two banks sent quotes. That information was sent to all the board members.

##### 3. CREATIVE AGING

Executive Director Leon-Guerrero informed the Board that the application for a creative aging project has been submitted to the National Assembly of State Arts Agencies (NAASA). We have not heard whether our application has been approved, however, she informed the Board that she had received an email over the weekend and an additional \$3,000 is being offered, which is good news. The additional monies are dependent upon the approval of CAHA's application.

##### 4. NEA GRANT & CARES ACT

Executive Director Leon-Guerrero informed the Board most FY 2021 grants and CARES Act grants have been routed to BBMR for review. Some are already at the Attorney General's Office. As of last week, only one grant is pending awaiting signature from the organization's authorizing official.

##### 5. POETRY OUT LOUD

The Executive Director stated that the deadline for schools to register for the Poetry Out Loud Program was yesterday, Monday, Jan. 18, 2021. Vice Chairman Certeza inquired how many schools registered to participate in the program and whether the call out was sent to both public and private schools. Ms. Balbas responded that the program is open to high school students only. The information was disseminated to all public and private schools and five schools have registered for the program.

##### 6. ARTS IN PUBLIC PLACES A.K.A PERCENT FOR THE ARTS

Executive Director Leon-Guerrero indicated that the Percent for the Arts Selection Committee is reviewing the final draft of the Request for Proposal (RFP) for the Guam Cultural Repository.

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#### IV. Financial Report [Attachment 3]

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Chairman Guerrero asked who would be presenting the financial report to the Board. Executive Director Leon-Guerrero responded that it would be the administrative officer. Ms. Kloulubak gave a brief summary of the balance as of December 31, 2020 of CAHA's FY 2021 budget as follows:

Category	Expenditures/ Encumbrances	Remaining Balance
Personnel	\$25,550.51	\$412,580.49
Contractual Services		\$19,207
Bldg. Rent (local)	\$38,610	\$3,042
Supplies	\$256.50	\$2,143.50
Telephone	\$265.37	\$4,634.63
Equipment		\$11,400
<b>Programming</b>		
Grant Program	\$96,985	\$23,015
Poetry Out Loud		\$10,000
CARES Act Grants	\$114,600	
CAHA's use (currently earmarked for rent)		\$50,000
GCAHA Revolving Account		\$4,243.74
Percent for the Arts Account		\$712,886.25
FestPac Account		\$2,225

Chairman Guerrero questioned about the figures reported by Ms. Kloulubak relative to the rent. He stated that amount reflected may not be enough to cover the rent when CAHA moves and if there is reason for concern since there will be a shortfall. Executive Director Leon-Guerrero responded that there is an error in what the administrative officer had presented to the Board. She clarified that there are sufficient monies to cover our rent when we move to our next location for the remainder of the year. Ms. Kloulubak added that more detailed spreadsheet on CAHA's account is part of the packet that was given to the Board prior to the meeting.

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## **V. Old Business**

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### **A. BANK ACCOUNTS – INVESTMENT [Attachment 4]**

Executive Director Leon-Guerrero indicated that she received two quotes from Bank of Guam and Bank Pacific. She added that a representative from Bank of Hawaii had informed her that their interest rate is very low and advised that six months is not even recommended due to the downfall of the economy. To date, she has not received a quote from Bank of Hawaii.

Chairman Guerrero commented that based on the quotes, Bank of Guam is the best institution to invest monies in an interest-bearing saving account and agreed with Mayor Gogue that a little interest is better than no interest at all. Secretary Krise commented that Bank of Guam doesn't penalize for withdrawals but they haven't provided us a quote for their TCDs. Chairman Guerrero stated that the Balance of \$700,000.00 in the Percent for the Arts account will be in good standing with a BOG interest bearing savings account even with a little interest being accumulated until CAHA can find other banking institution to invest into their TCDs.

*Based on the rates received from two different banks, Mayor Gogue moved to approve that Executive Director Leon-Guerrero transfer funds from the Percent for the Arts account into an interest-bearing savings account with Bank of Guam. Motion seconded by Mrs. Kloppenburg.*  
***Unanimously Approved***

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## **VI. New Business**

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A. Program Grants (Action Required) - Extensions FY2020

Chairman Guerrero asked which staff would be leading the Board through the grantees' request for extensions. Executive Director Leon-Guerrero responded that the program coordinator assigned to that grant would speak to the matter.

1. Eric Borja - Grantee (Application No. 2020-21)

Mr. Duenas informed the Board that in FY 2020, Mr. Borja was awarded \$3,500. His project "Maseha Hafa Experience" was to produce an album that would contribute to the CHamoru, and to encourage and inspire those who have substance abuse disorders to make a positive lifestyle change. Due to the pandemic, his project was delayed and he requested an extension which the Board had approved until January 31, 2021. Mr. Borja is requesting a second extension to February 28, 2021 due to the pandemic and unforeseen circumstances.

*After a brief discussion, Dr. Flores moved to approve Mr. Eric Borja's request for extension to February 28, 2021 with the stipulation that his is final extension. Motion seconded by Mr. Pesch.*  
***Unanimously Approved***

2. Antonio Azios - Grantee (Application No. 2020-026)

Mr. Duenas stated that in FY 2020, Mr. Azios was awarded \$10,000 for his project "Silent by Design: Voices at the Edge of Empire" to produce a feature length documentary film on the history of the U.S. territories, commonwealths and Washington D.C. to the present focusing on the ongoing incongruences between the voting rights and full democratic representation provided to US citizens living in the states and insular areas. Due to the pandemic, the project was delayed, as a result, Mr. Azios requested to change the scope of his project and asked for an extension which the Board granted to January 15, 2021.

Mr. Duenas indicated that Mr. Azios had submitted a midprogress report in January for his project now titled Memoirs Pasifika and that the grantee was requesting a second extension until November 1, 2021. Chairman Guerrero stated that there was not enough information provided for the Board to act on Mr. Azios request. Chairman Guerrero instructed Mr. Duenas to ask the grantee to submit a timeline. Upon receipt of that timeline, Mr. Duenas was to email it to the Board along with Mr. Azios' midprogress report for review. After the review, the Executive Director would send an E- ballot to the Board regarding Mr. Azios' request. The outcome would be ratified at the next board meeting.

Executive Director Leon-Guerrero commented that a mid-progress report should detail not only a narrative but how the monies were expended. She suggested that a grant committee be created. Board members agreed with the Executive Director.

**No Action Taken**

3. Humanities Guåhan - Grantee (Application No. 2020-024)

Ms. Taitague stated that in FY 2020, Guåhan Humanities was awarded \$8,360. Due to delays in the project caused by the pandemic, the grantee requested an extension which the Board approved to November 30, 2020. Ms. Taitague indicated that the Guåhan Humanities had submitted a second request for extension in October 2020 to CAHA. However, the Board and CAHA Staff were focused on the regular grants and CARES Act grants in November and December 2020, so the request for extension was not entertained. The grantee is requesting a second extension until March 31, 2021, due to the island being put back into PCOR1. As a result, they were unable to conduct interviews or to interact with other artisans which further delayed the project.

Vice Chairman Certeza inquired whether Humanities Guåhan will be bringing in a guest speaker from Fiji for the last phase of their project. Ms. Taitague responded that the grantee is working with a local artist.

***Vice Chairman Certeza moved to approve Humanities Guåhan request for extension to March 31, 2021 with the stipulation that this would be their final extension. Motion seconded by Mrs. Kloppenburg. Unanimously Approved***

4. Robert Taitano Sr. – Grantee (Application No. 2020-022)

Ms. Taitague stated in FY 2020 Robert Taitano was approved \$10,000 to conduct a wood carving apprenticeship at the Department of Corrections (DOC) compound with five inmates. In turn those apprentices would teach other inmates the artform within the facility. Ms. Taitague indicated that due to the restrictions put in place at DOC which prevents him from entering the compound and conducting the program because of the pandemic Sinot Taitano is requesting an extension until September 2020 to complete his project at DOC. This is his first request for an extension.

Chairman Guerrero stated that due to the pandemic, it cannot be determined as to when Sinot Taitano will be allowed to conduct the apprenticeship program at DOC. Chairman Guerrero indicated that if it is not possible for the grantee to execute project, could one of his apprentice do it or could Sinot Taitano do a different project. If he is unable to complete the project, can he return the money that has already been given to him.

Chairman Guerrero recommended that Grantee's request be tabled and directed to Ms. Taitague, to reach out to the grantee regarding the Board's concerns. Upon receipt of the information, Ms. Taitague is to send the updated status of Sinot Taitano's project to the members before the next Board meeting.

Chairman Guerrero stated that most of the grantees are submitting requests for extension in untimely manner or after the project end. Executive Director Leon-Guerrero reiterated that all that is required for the midprogress report from a grantee is a narrative. She suggested again that the Board may want to consider establishing a grant committee that might help the staff with the mid-progress reporting.

5. Miracle Mugol – Grantee (Application No. 2020-020)

Ms. Taitague stated that in FY 2020, the Board awarded Ms. Mugol \$5,000 for her project “Kantan Hereru” to create a book or a series of mini-books focusing on Guam’s blacksmithing history, present and hopefully future, as well as sharing the knowledge and stories of blacksmithing on Guam. Ms. Taitague added that Ms. Mugol is at the last phase of her project, which is an interview with Pale Eric and prefers that it be done face to face and filmed. Due to the pandemic the grantee has not been able to schedule it, therefore, she is requesting for an extension to April 1, 2021. Chairman stated that if the interview is for information purposes only, it can be conducted via zoom and the project can be completed well before April 1, 2021. Ms. Taitague reiterated that the grantee would prefer to conduct the interview in person. Vice Chairman confirmed that the project is at the final layout stage and pending text editing.

*After some discussion has to what would be a reasonable date for the project’s completion, Mrs. Kloppenburg moved to approve Miracle Mugol’s request for extension to March 15, 2021. Motion seconded by Mayor Gogue. Unanimously Approved*

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**VI. Next Meeting and Other Announcements**

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Chairman announced that the next meeting is scheduled for Tuesday, February 9, 2021 at 3:00 p.m. via Zoom.

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**VII. Adjournment**

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Meeting adjourned at 4:54 p.m.

CERTIFIED TO BE TRUE AND CORRECT BY:

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Patricia Krise  
*Secretary of the Board*

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Date

PREPARED BY:

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Jackie Balbas  
*Program Coordinator IV*

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Date



**Executive Director's Report  
Meeting of the Board of Directors  
9 February 2021  
Via Zoom**

**ORGANIZATION/OPERATIONS:**

1. **Office space** – I received the signed contract for our lease space Friday. We were able to visit the space on Thursday. It looks like a construction site. It will take some time for them to renovate the space as they need to order materials they cannot get on island. I'm hoping that this does not delay our moving in. Normally they have 30 days to renovate it. If the work can be done in the next 30 days that will mean we will be able to move to the space in March. [Attachment 1]
2. **Moving the office** – We received 3 quotes for moving services – the lowest being \$2919.00 Guam Pak Express. DeWitt Guam \$3250.00 and Pacific Island Movers \$30,000.00 [Attachment 2]

**ADMINISTRATION:**

1. **Banking** – Saving account and online banking are awaiting approved January BOD meeting minutes .
2. **2022 Budget** – Received budget ceiling - \$388,859 – entirely from TAF. [Attachment 3]
3. **2019 Audit** – Draft Management letter received – no findings for CAHA. [Attachment 4]

**PROGRAMMING:**

4. **CARES Act Emergency Relief Grant Program** – As of Tuesday 9 February the contracts are with the AG's office.
5. **Regular Grant Program** – Grant program will be discussed later in this meeting
6. **Arts in public places** – The RFP for artists for the Guam Cultural Repository will go out on Wednesday, Thursday and Friday. [Attachment 5] We are also working on revising policies and guidelines.
7. **Poetry Out Loud** – Weekly communications with schools. 26 February will be school competition. 5 schools are participating.
8. **Art bank** – Conducting Inventory and working on creating policies and guidelines.
9. **Crowdfunding** – Working on creating policies and guidelines.
10. **Website** – Working on updating information. We are working on getting an intern from GCC to assist us with social media.

# INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY  
GOVERNMENT OF GUAM  
590 SOUTH MARINE DRIVE, STE. 219 ITC BLDG.  
TAMUNING, GUAM 96913

*[Signature]*  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

DATE ISSUED: August 14, 2020

BID INVITATION NO: GSA-036-20

BID FOR: GALLERY AND OFFICE SPACE LEASE

SPECIFICATION: SEE ATTACHED

DESTINATION: GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY (CAHA)

REQUIRED DELIVERY DATE: 30 Days Upon Receipt of Purchase Order. For a period of two (2) years with an option to renew on a year to year basis for three (3) additional years no change in monthly rate throughout the duration of the lease term upon availability of funds.

## INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP X CORPORATION

INCORPORATED IN: GUAM on Sep 1, 20000

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am, Date: 8/31/20 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID:

DNA, INC.  
P.O. Box 2830  
Hagatna, GU 96932

*[Signature]*  
By: LETITIA S. LUJAN,  
Treasurer & General Manager

AWARD: CONTRACT NO.: GSA-036-20 AMOUNT: \$201,240.00 DATE: \_\_\_\_\_

ITEM NO(S) AWARDED: 1.1 Office Space Lease  
Location: DNA Bldg. Hagatna (POB 114)

CONTRACTING OFFICER:

*[Signature]*  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS CONTRACT:

DNA, INC  
P.O. Box 2830  
Hagatna, GU 96932

*[Signature]*  
MELISSA T. RASMUSSEN  
Property Manager, DNA, INC.

**SIGN  
HERE**

ITEM NO.	DESCRIPTION	QTY UNIT	MONTHLY COST	ANNUAL COST
1.0	Gallery & Office Space Lease	12 MOS.	\$8,385.00	\$100,620.00

Guam CAHA is interested in leasing approximately 3,900 rentable square feet. Gallery & Office space (7), Reception Area, Conference room (1), a file & storage room, copier & supplies room, and an employee lounge area that includes a mini kitchen facility with adequate electrical, internet, telephone & intake/outtake air circulation available for use. Available for use by employees, furnishings, and equipment. Building shall meet the requirements of A.D.A., OSHA, safety and fire codes. Must have full adequate means of ingress and egress, must be of concrete structure, and must be contiguous on one floor. Space shall be in a new or modern office building located in the vicinity of Hagatna.

#### **SPECIFICATIONS:**

#### **BIDDING ON/REMARKS:**

##### **OFFICE BUILDING:**

The entire office space shall be contiguous on one floor.  
The building shall meet the current and approved Guam International Building Code to include current ADA, OSHA, Safety and fire codes.

✓

Must have full adequate means of ingress and egress at all times, must meet the typhoon and earthquake requirement for Guam. The office space shall be located in the Municipality of Hagatna within close proximity to the Guam Museum and comply with the requirements of Chapter 61 (Zoning Law) Title 21 (Real Property) Guam Code Annotated (GCA). Total office and gallery space shall be 3,900 sq. ft. and exclusive of common areas such as lobby, elevator, hallways, latrine and electrical room. Entire building and parking must be A.D.A. compliant.

✓

##### **LOCATION:**

Preferred location is with the vicinity of Hagatna. **SITE MUST NOT BE IN A FLOOD-PRONE AREA OR SUBJECT TO FLOODING OR SUSCEPTIBLE TO WATER RUN-OFF COMING FROM ABUTTING OR ADJACENT PROPERTIES.**

✓

##### **TELEPHONES:**

Telephone jacks must be immediately available. The Guam Council on the Arts and Humanities Agency will incur costs for telephone services. Bidder is responsible for jack installations, minimum of eight (8) lines.

✓

##### **PARKING STALLS:**

Parking stalls shall accommodate a minimum of Fifteen (30) vehicles that include employee's Privately owned vehicles, official vehicles, and Public parking. Minimum of two (2) parking stalls shall be accessible to the disabled with on (1) being van accessible; must be A.D.A. compliant. Parking stalls shall be clearly marked on asphalt concrete or similar pavement material.

15 stalls, yes

##### **BUILDING SIGNAGE:**

Bidder shall provide directional and location signage for Guam CAHA office site.

✓

##### **NETWORK CONNECTIVITY:**

The bidder shall provide the capability for wired and wireless network connectivity. Bidder shall provide the Main networking area with a high rise floor system to house the main servers and other networking equipment specified by the tenant. The Guam Council on the Arts and Humanities Agency will incur costs to activate and sustain services.

✓

##### **TYPHOON CONDITION READINESS:**

Bidder shall secure entire building during typhoon, earthquake, other acts of God or man-made disasters. These preparatory measures shall include operational backup generators, continual air conditioning operation, securing of typhoon shutters and sprinkler systems and in the absence of a sprinkler system, must meet the Guam Fire Code current requirement.

✓

**SPECIFICATIONS:**

Post-Disaster procedures shall include opening typhoon shutters, removal of debris blocking access to GCAHA offices, cleaning external windows and floors, assessing internal damages, and ensuring proper drainage both internal and external to the building. Tenant shall be able to begin operations within twenty-four (24) hours after the official issuance of an "all clear" notice from the Office of Civil Defense.

**RENOVATION/MODIFICATIONS:**

All renovations/modifications of the building shall be made to the satisfaction of the tenant within reason of the total square footage desired. Renovations/Modifications shall be approved by tenant. —

**BUILDING CODES:**

Bidder shall ensure that building is in compliance with all current local building codes and statutes, (i.e., building, fire, safety, OSHA, etc.)

**EMERGENCY DISASTER PLAN:**

Bidder shall provide tenant with an emergency disaster plan, to include, but not limited to, emergency lighting, building evacuation, typhoon shutters and bidder's emergency contact numbers.

**NO SECURITY DEPOSIT:**

No security deposit shall be required including first and last month's rent.

**BIDDING ON/REMARKS:**

✓

✓

✓

✓

✓

**RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:**

a) **Utilities:**

The landlord must ensure water, power and sewer is operationally available and sufficient. Landlord shall be solely liable for and shall pay for, as the same become due, all utilities including, without limitation, power (electricity and water furnished to the premises or used by tenant. The landlord shall install the necessary metering system and timing device to track utility usage without expense to tenant.

✓

b) **Standby Generator:**

Shall have an operable standby generator with automatic transfer switch with sufficient capacity to operate the entire facility during power outages. Landlord shall provide operations and maintenance of the generator.

✓

c) **Air-Conditioning Units:**

Landlord shall provide sufficient and adequate intake & outtake circulation to each respective office space. Landlord is responsible for the operations and periodic & preventive maintenance of the air conditioning units. Air Conditioning must be operational with tenant(s) given on and off control capability during non-business hours.

✓

d) **Pest control services:**

Shall be done on a quarterly basis. In the case of infestation, the Landlord shall provide immediate pest control services. Landlord shall inform tenants at least 72 hours notice on day(s) and date(s) of pest control services.

✓

e) **Building Maintenance:**

To include replacement of burnt out light bulbs/tubes, draining of sewage, urinal backups, normal repairs, alterations/renovations, including doors and windows to include door locks.

✓

f) **Security:**

To include costs for security alarm systems and electrical locks and codes on main and exit doorways.

✓

g) **Trash Collection:**

Shall provide trash collection at least once a week.

✓

h) **Janitorial Services:**

To include daily sweeping, vacuuming, mopping, dusting, emptying of trash containers, cleaning of restrooms and windows at least twice a month.

✓

i) **Grounds Maintenance:**

External maintenance of the building and grounds are the responsibility of the landlord.

✓

j) **Air-Conditioning Maintenance:**

Preventive Maintenance Checks and Services (PMCS) shall be in accordance with equipment operators manual.

✓

These specifications were prepared by: Sherrie A.D. Barcinas, AO and Approved By: Jacqueline G. Balbas, Acting Director, Guam CAHA

### Contract Terms applicable to IFB

Landlord desires to lease the Land and the Building to Tenant upon the terms and conditions set forth herein, and Tenant desires to lease such Land and Building from Landlord upon the terms and conditions set forth herein.

In consideration of the premises and the terms, covenants and conditions contained herein, Landlord and Tenant agree as follows.

1. Premises: Landlord hereby leases to Tenant, and Tenant leases from Landlord, under the terms, covenants and conditions contained in Invitation for Bid: GSA-036-20 this lease, the Land and the Building (collectively, the "Premises").

2. Term: The term of this lease ("Term") shall be for a **period of two (2) years "twenty-four (24) months" period commencing on the date of execution of this lease (GSA-036-20)** unless sooner terminated or extended as hereinafter provided. In accordance with the Title 5 of the Guam Code Annotated, §22401, (5 GCA §22401), this lease is at all times subject to appropriation and availability of government funds.

3. Rent:  
(a) Tenant agrees to pay to Landlord a rental fee ("Rent") of Two & 15/100 (US \$2.15) per square foot of Floor Area, per month, for the Premises, without deduction, set-off, prior notice or demand, beginning on the lease Commencement Date and continuing on the first day of every month thereafter, during the Term of this lease. In the event the Term of this lease begins or ends on a date that is not the first day of a month, the Rent will be prorated as of that date based upon the number of days in the applicable calendar month. Payments of Rent for the initial Term will commence at the end of two months after the lease Commencement Date ("Rent Commencement Date").

(b) The parties acknowledge that Tenant may take possession of the Premises prior to Landlord's completion of the Tenant Improvements. Beginning on the Rent Commencement Date and continuing through the ninth month of the initial Term, Tenant may pay a prorated amount of Rent based upon that portion of the Premises for which Landlord has completed the Tenant Improvements and turned over possession to Tenant. Notwithstanding the foregoing, however, in no event shall such prorated Rent be less than 215 cents (US \$2.15) per square foot per month. Tenant shall have no such right to prorate the Rent after the ninth month of the initial Term, except as otherwise provided by this agreement.

(c) Tenant shall make all payments of Rent to Landlord or to the duly appointed agent or representative of Landlord. The procedure for Tenant's payment of Rent shall be as follows:

(i) Landlord will present an invoice for Rent for the Subsequent month on or before the fifteenth (15<sup>th</sup>) day of the preceding month.

(ii) Landlord shall receive payment of the Rent in full no later than the last day of the subsequent month, or the first day of the ensuing month.

(iii) All past due Rent and other payments shall accrue interest at the rate as allowed for by Title 5 of the Guam Code Annotated §22502, otherwise known as the Prompt Payment Act.

4. Option to Extend.

(a) Provided Tenant is not in default under this lease, Tenant may extend the term of this lease, on an annual basis, for three (3) additional years upon availability of funds. (each, an "Extension Term"), for one year periods. Tenant shall give Landlord written notice of its intent not to extend the Term or Extension Term, as applicable, at least ninety (90) days prior to the expiration of the prior Term or Extension Term, as applicable. If Tenant fails to give timely notice as set forth herein, the Term shall automatically be extended for an Extension Term of one (1) year.

(b) Tenant's tenancy during any Extension Term shall be upon the same terms, covenants, and conditions as provided in this lease for the initial Term; provided, however, the monthly Rent which shall be paid by Tenant to Landlord during any Extension Term may be increased at the beginning of each Extension Term as agreed to by the parties.

5. Purpose: Tenant shall use the Premises at all times solely for the purpose of office space. It shall be the obligation of Tenant to obtain any and all licenses and permits necessary for such purpose. The Premises shall be only for the actual use and occupancy by Tenant and/or other agencies of the government of Guam.

6. Assignment/Lease. Tenant shall not assign, sublet or part with possession of any of the Premises without the prior written consent of Landlord which shall not be unreasonably withheld.

7. Alterations:

(a) No alteration, addition or improvement to the Premises shall be made by Tenant without the prior written consent of Landlord which shall not be unreasonably withheld. Landlord may, without limitation condition its consent upon and may require approval by Landlord of workmanship; approval by Landlord of contractors; and performance and payment bonds if reasonable explanation is provided.

(b) Any alteration, addition or improvement made by Tenant after such consent shall be given, and any permanent fixtures installed as a part of the Premises may, at Tenant's sole option, become the property of Landlord upon the expiration or other sooner termination of this lease.

(c) Tenant shall repair and restore all damage to the Premises caused by removal of any alterations, additions, improvements or fixtures in the Premises. Tenant's obligations under this provision shall expire at the end of this lease.

(d) Landlord's consent to any Tenant alterations refers only to the conformity of such alterations to the general architectural plan for the Premises. Such alterations are not reviewed or approved for architectural, structural or engineering design, and Landlord, by reviewing and approving such alterations, assumes no liability or responsibility thereof or for any defect in any alteration constructed by Tenant or for any claims, losses, liabilities, injuries to property or persons (including, without limitation, death) resulting from Tenant's compliance with such plans or specifications or noncompliance therewith. Tenant's obligations under this provision shall expire on the expiration or termination of this lease.

8. Nuisance: Tenant shall not permit on the Premises any unlawful acts, or any condition, act or thing constituting a public or private nuisance.

9. Maintenance and Repairs: Landlord shall, at its sole cost and expense, keep and maintain the Premises and appurtenances and every part thereof in good and sanitary order, condition and repair. All normal maintenance of the Premises including, without limitation, the Building, parking area, driveways, entrances and exits, replacement of burnt out light bulbs/tubes, draining of sewage, urinal backups, normal repairs, alterations/renovations, to include door, windows and door locks will be carried out by Landlord.

Notwithstanding the foregoing, however, all damage or injury to the Building, or its fixtures, glass, appurtenances, electric wiring, and equipment caused by the abuse, carelessness, omission, neglect, improper conduct, or other cause of Tenant, its servants, employees, agents, visitors, or licenses, shall be repaired, restored, or replaced promptly by Tenant to the satisfaction of Landlord, at Tenant's sole cost and expense.

Landlord shall have the right to temporarily close or restrict access to any of the Land and to make changes including, without limitation, changes in the location of driveways, entrances, exists, parking areas and traffic flow.

In the event that Landlord shall have to temporarily close or restrict access to any part of the premises, Landlord shall give Tenant reasonable notice, and conduct any closure or restriction of access so as to minimize any disruption to Tenant's business. If any closure is deemed by the Tenant to interfere with its operations, the Tenant shall have the right to terminate this agreement without penalty.

10. Holding Over: If Tenant shall remain in possession of the Premises after the expiration of the Term or any Extension Term of this lease, such possession shall be as a month-to-month. During such month-to-month tenancy rent shall be payable monthly under the same terms and conditions set forth in this lease for the payment of Rent, at a monthly rate equal to the Rent rate payable during the Term or last Extended Term of the lease.

11. Utilities: Landlord shall be solely liable for and shall pay for, as the same become due, all utilities including, without limitation, power (electricity) and water furnished to the Premises or used by Tenant during business hours. Notwithstanding the foregoing, however, Tenant shall be solely liable for and shall pay for (a) all utilities related to Tenant's telephone, data and communications, and (b) all other utility usage during hours outside of the Business Hours. Landlord, at Landlord's sole expense, shall install the necessary metering system and timing device to track utility usage during Business Hours and non-Business Hours.

12. Condition of Premises: Prior to the commencement of the Term of this lease, Tenant inspected the Premises, and Tenant is fully informed and aware of their condition and state of repair. Tenant hereby accepts the Premises and every part thereof "as is" in their existing condition.

Renovation/Modifications as stated in the "Invitation for Bid GSA-036-20. All renovations/modifications of the building shall be made to the satisfaction of the Guam Council on Arts and Humanity Agency (CAHA) within reason of the total square footage desired. Renovation/Modifications shall be approved and inspected by Tenant(s).



13. Surrender of Premises: Upon the expiration or termination of this lease, Tenant shall peaceably quit and surrender the Premises in good, clean order and condition, ordinary wear and tear excepted, and shall, at its sole cost and expense, remove all its property and waste therefrom, except as otherwise provided in this lease.

Tenant shall, at its sole cost and expense, repair and restore all damage to the Premises caused by Tenant's removal of any equipment, trade fixtures and personal property. Tenant's obligation to observe or perform this obligation hereunder shall survive the expiration or other termination of this lease.

14. Liens: Tenant shall at all times keep the Premises and any portion thereof free and clear of all and any liens and encumbrances, including mechanics' and material men's liens.

15. Casualty Loss:

(a) If the Premises shall be destroyed by fire or other casualty without the fault or neglect of Tenant, its servants, employees, agents, visitors, or licensees, the damage shall be repaired by Landlord, provided such repairs can be made within sixty (60) days under the laws and regulations of applicable governmental authorities, and provided further, such destruction results from a cause within the coverage of insurance policies Landlord shall have in effect covering the Premises and the proceeds from such insurance policies are made available to Landlord to make such repairs. Such destruction shall neither annul or void this lease, except that Tenant shall be entitled to a proportionate reduction of Rent while the repairs are being made, any such proportionate Rent reduction being based on the part of the Premises which has been destroyed and is not usable by Tenant. However, if such destruction is due to the fault or neglect of Tenant, its servants, employees, agents, visitors, or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damage may be repaired by Landlord, but in such case there shall not be apportionment or abatement of Rent. If the repairs cannot be made in the specified time or the other conditions set forth above to making said repairs have not been met, Landlord may, at Landlord's sole option, make the repairs within a reasonable time, this lease continuing in full force and effect and the Rent shall be proportionately abated except as otherwise provided herein above. In the event that Landlord does not elect to make said repairs, or the repairs cannot be made within sixty (60) days under current laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party upon written notice to the other. Notwithstanding anything to the contrary, if the Premises are partially or totally destroyed or damaged during the last six (6) months of the term of this lease, Landlord may, at its sole option, cancel and terminate this lease as of the date of the destruction or casualty by giving written notice to Tenant of its election to terminate this lease. In the event Landlord gives the foregoing notice, Tenant may continue in occupancy of so much of the Premises as are safely habitable until the end of the current Term or Extension Term, in which case Rent shall be prorated based upon the percentage of the Premises which Tenant continues to occupy.

(b) Landlord shall be required to carry insurance on Tenant's property and shall be obligated to repair any damage thereto or replace the same, except as provided for in this agreement.

16. Eminent Domain: In the event shall all or a substantial part of the Premises shall be taken or condemned for a public or quasi-public use this lease shall terminate.

17. Indemnification, Security:

- (a) Landlord shall be solely responsible for providing security alarm systems and electrical locks and codes on main and exist doorways to include twenty-four (24) hour security service to protect the Tenant's property.

18. Subordination:

(a) This lease is subject and subordinate to all mortgages which may now or hereafter affect the Land and the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self operative and no further instrument of subordination shall be necessary; however, to confirm such subordination, Tenant shall promptly execute and deliver to Landlord or its designee any subordination certificate or document that may request.

(b) Within twenty (20) days after request therefore by Landlord, Tenant agrees to deliver in recordable form a certification or other document to any proposed mortgagee or assignee, certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant. Failure of Tenant to respond within said time twenty (20) days shall constitute a binding admission by Tenant that this lease is in full force and effect.

19. Inspection: Upon reasonable notice and request, Tenant shall permit their agents or representatives to enter the Premises to examine and inspect the same, during normal business hours.

20. Default: Each of the following events shall constitute a default or breach of this lease by Tenant:

(a) A violation or failure to comply with any term, condition, covenant or provision of this lease;

(b) If Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

(c) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

21. Taxes and Assessments. Landlord shall pay any real estate taxes and assessments attributable to the Premises.

22. Attorney's Fees. In those instances where the Government Claims Act applies to a breach of this lease by the Tenant; attorney's fees and costs of the person or entity claiming against the Tenant are not recoverable.

23. Waiver. The waiver by Landlord of any default of any term, covenant, condition or provision of this lease shall not be deemed to be a waiver of any subsequent breach of the same, and shall not be deemed the waiver of any other term, covenant, condition or provision of this lease.

24. Notices. All notices to be given to the parties hereto, may be given in writing delivered to the other party at its principal place of business, in person, or by depositing the notice in the mail, postage prepaid and addressed to the appropriate party as follows:

LANDLORD: DNA, INC., PO Box 2830 Hagatna, Guam 96932

TENANT: GUAM COUNCIL ON ARTS AND HUMANITY AGENCY

Attn:

25. Time is of the Essence. Time is of the essence for all provisions of this lease.

26. Binding Effect. Except as otherwise provided herein, this lease shall be binding upon and inure to the benefit of Landlord, Tenant and their respective heirs, successors and permitted assigns.

27. Interpretation and Definitions. The language in all parts of this lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant. Captions of articles, sections, and paragraphs of this lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

28. Entire Agreement. This lease contains the entire agreement of the parties relating to the Premises, and no prior agreement or understanding pertaining to the Premises and Tenant's occupancy of the same shall be valid or of any force or effect, and this lease cannot be modified or changed except in writing, signed by the parties hereto.

29. Governing Law. This lease shall be governed by the laws of Guam.

30. Counterparts. This lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This lease may be executed by all parties on separate dates, where the latest signing date would signify the commencement of this lease agreement.

Q 2140000 + Movers

## PRICE QUOTE

**"A Moving Experience"**

278 South Marine Corps Drive  
Phone (671) 646-2621 Fax (671) 646-2624

RFQ # 21-012

Date: January

Expiration Date: March 31, 2021

To: CAHA

[mark.duenas@caha.guam.gov](mailto:mark.duenas@caha.guam.gov)

Origin: Suite 300 Angela Flores Building and Hagatna Library

Destination: 2nd Floor DNA Building, Hagatna, 96910

Customer ID

ESTIMATOR	POSITION	MILITARY/COMMERCIAL JOB	Move date requested
Robert Paulino	Sales Representative	Commercial	by March 2021
Feature of Work	description	unit price	extended total
Moving Services-4 hours Minimum	Equipment, and Labor for the packing, loading and to complete transporting of approximately 7,630 lbs estimated office furnishing and artwork from origin to destination. Recommend 8 Man Crew, 1 large box truck, pick-up truck, cart and dolly.	8 Man Crew@ \$417/hr x 7hrs	\$2,919.00
Origin Services	Suite 300 Angela Flores/Hagatna Library	Included	Included
Transporting To	2nd Floor DNA Building, Hagatna	Included	Included
Packing Materials		Included	Included
Additional Moving Services-Over 7 hrs.	\$417/hr	Not included	Not included
NOTES: Excludes: Extensive customs examination charges, Destination services, Documentation and additional taxes, duties, or fees unless specified above.			n/a
Quotation prepared by: Robert Paulino			Total \$2,919.00

To Accept this quotation,  
please Sign here and return

Thank you for your business and for considering Guam Pak Express, Guam *only* locally owned moving company.

## NOTES

Please note our pricing below. Should this specific quotation be accepted please attach a copy of the same to your Pre-Advice or a higher rate might apply. THIS RATE IS GOOD FOR 30 DAYS.

### INDEMNIFICATION FROM LIABILITY

Customer agrees to indemnify the Guam Pak Express against any loss, damage, or liability which may incur during the removal and emplacement of personal property items from and within the customer's residence which results from inadequate space or room for freedom of movement and/or the ability to traverse and navigate within the residence. Guam Pak Express shall not be liable for damages unless there is overwhelming evidence reflecting negligence of its' crewmembers. All claims must be made prior to crew leaving the job upon completion. Any claims made after the crew has left will NOT be honored. Furthermore, Guam Pak will not pay Full Replacement Value.

### CONFIDENTIALITY

Customer agrees not to disclose the existence or the terms of this proposal/agreement. Customer acknowledges that if it violates the terms and conditions of said paragraph. Guam Pak Express shall have the right to seek compensatory damages from Customer as a result of its injury or to pursue equitable remedies to prevent such injury from occurring or continuing.

### ACKNOWLEDGEMENT

I hereby authorize Guam Pak Express to complete the above work request along with the procuring of the necessary supplies and material. A lien is hereby acknowledged on the above property to secure the amount for the cost of the work completed thereto. I acknowledge that the warranty for services and the workmanship performed by Guam Pak Express will be voided upon the passing of custody to another company.

#### **THIS QUOTATION INCLUDES:**

##### **Services as specified below**

Removal of packing debris on the day of delivery.

(Rates quoted in U.S. dollars per chargeable weight, volume or flat)

#### **THIS QUOTATION EXCLUDES:**

Difficult access conditions (elevator, flights, hoisting, long carries, or shuttles) unless quoted.

Parking Permits or Parking Barricades.

Specific placement or loading of effects into cupboards, cabinets, closets, etc.

Piano, safe or excessive bulky/heavy article handling.

Uncrating of individual household effects (send us a separate list for pricing).

Home electronics servicing, set-up or installation.

Assembly of schranks, entertainment centers, cabinets, kit/IKEA furniture, grand pianos, pool tables, etc. unless quoted.

## RFQ: MOVING SERVICES FOR CAHA

FROM: 3rd Floor Angela Flores Bldg. Hagatna Guam

TO: 2nd Floor, DNA Bldg. Hagatna Guam

COMMERCIAL MOVE INVENTORY	QTY	Cubic FT	Total CFT	Est. LBS.
5 Tier Large Filing Cabinets	4	20	80	560
8x4 Poster Boards	10	5	50	350
Art Décor Medium	20	2	40	280
Art Décor Small	5	1	5	35
Art Décor Large	10	3	30	210
Art Décor Xlarge	10	5	50	350
Binding machine	1	6	6	42
Bookshelves	2	5	10	70
Boxes Large	3	5	15	105
Boxes Medium	18	3	54	378
Boxes X-Large	7	6	42	294
Corkboard 8 x 4	1	20	20	140
Couch	1	30	30	210
Desktop computer, keyboard & monitor	4	8	32	224
Dry erase boards w/rolling stand	2	20	40	280
Easel	12	3	36	252
Filing Cabinet Small	4	10	40	280
Folding Chairs	33	1	33	231
Igloo Coolers	5	3	15	105
Ladder	1	8	8	56
Metal bookcase	2	5	10	70
Metal Locker Cabinet	2	10	20	140
Metal office desk	7	35	245	1715
Metal Shelves	3	5	15	105
Mic Stand	1	1	1	7
Microwave	1	8	8	56
Misc Office Supplies	6	3	18	126
Office Chairs	6	5	30	210
Planter	3	6	18	126
Table 8 x 4	2	5	10	70
Table Small	1	3	3	21
Totes	1	2	2	14
Trash cans	5	1	5	35
Trash cans large	2	5	10	70
Tripod	1	1	1	7
Typewriter	1	6	6	42
Water Bottles	2	3	6	42
Water Dispenser	2	8	16	112
Xerox Color C7 Pro	1	30	30	210

Total LBS. 7630



## Dewitt Guam

*Around the Island or around the world, We'll take you there!*

165-I Guerrero Street Suite 100  
Tamuning, GU 96913 - 648-1802 FAX

## Quotation

**DATE** January 22, 2021  
**Quotation #** DG2021122

**Customer ID** Mark Duenas

CAHA

**Quotation valid until:** February 21, 2021

**Prepared by:** Ralph Rivera  
Business Development

### Submitted To:

Mark A. Duenas  
Guam Council on the Arts & Humanities Agency (CAHA)  
Hagatna, GU  
mark.duenas@caha.guam.gov  
Phone: 671.300.1206 or FAX: 671.300.1209

Proposed Contract Rates for; Office Move; CAHA - DNA  
Office

### Comments or special instructions:

Description		Notes
Office Moves	Labor	
	Materials	
	Equipment	
	Transporation	
TOTAL (Estimation)		\$3,250
Statement of Work: Move and relocate office equipment and CAHA items from current current CAHA Office location to DNA building next door.		

**THANK YOU FOR YOUR BUSINESS!**



GENERAL OFFICES: POST OFFICE BOX 23997 MAIN FACILITY, GUAM 96921 TEL: (671) 646-5865 FAX: (671) 649-9156 <http://www.pacificislandmovers.com>

**January 27, 2021**

**LOCAL MOVE**

**Guam Council on the Arts and Humanities Agency**

Angela BLDG Suite 301

Hagatna, Guam

Tel: 300-1204

Email: [mark.duenas@caha.guam.gov](mailto:mark.duenas@caha.guam.gov)

**Attn: Mark Duenas**

**Re: Local Move Quotation**

**Hafa Adai Mr. Mark,**

Thank you for the opportunity to quote Guam Department of Revenue and Taxation on its upcoming move. Per our survey, we estimated the move to take approximately 5 days to complete.

The cost to move office furniture, files, filing cabinets, office desks, chairs, tables, bookcase, computers, and etc. from 3<sup>rd</sup> Floor Angela Bldg to DNA BLDG 2<sup>nd</sup> floor in Hagatna is **\$ 30,000.00** flat.

Rate is inclusive of necessary packing materials, 8 to 10 men and necessary equipment. Our rate also includes a limited liability of \$ 0.60 per pound per article for loss or damages incurred during movement. The limited liability does not extend or does apply after the delivery to final destination.

Please note that a 50% deposit of **\$ 15,000.00** must be received at least 7 days prior to the move for booking confirmation. The balance is due (at destination) after the move and may be paid by visa, master card, or cash. If any reason, this account goes into default any and all collection and/or attorney's fees will be added to customer balance. *No personal checks are accepted. The deposit, once made is non-refundable. There is additional amount charges for credit/ debit card payment.*

Exclusion: Xerox Machines, dis-assembly and re- assembly of cubicles and PIM are not liable to pay any damages at the Destination.

Boxes will be provided in advance so that employee can pack their personal items and files in their work area. This will facilitate in a more organized move.

We will require a purchase order to secure the required date of the move.

Should you need anything else, please do not hesitate to contact us.

Sincerely,

*Julio Nazareno*

Julio E. Nazareno

Pacific Island Movers, Inc.

PO Box 23997 GMF, Guam 96921

Tel: 671-646-5865 Fax: 671-649-1956

Email: [julio.nazareno@pacificislandmovers.com](mailto:julio.nazareno@pacificislandmovers.com)

\_\_\_\_\_  
**Signature of Acceptance**

\_\_\_\_\_  
**Date**





## BUREAU OF BUDGET & MANAGEMENT RESEARCH

OFFICE OF THE GOVERNOR  
Post Office Box 2950, Hagåtña Guam 96932

LOURDES A. LEON GUERRERO  
GOVERNOR

LESTER L. CARLSON, JR.  
DIRECTOR

JOSHUA F. TENORIO  
LIEUTENANT GOVERNOR

FEB 03 2021

BBMR Circular No.: 21-04

To: Director, Guam Council on the Arts and Humanities Agency

From: Director, Bureau of Budget and Management Research

Subject: FY 2022 Budget Ceiling

The Governor transmitted the FY 2022 Executive Budget to *I Liheslaturan Guåhan* on January 30th, 2021. It includes revenue projections, funding allocations to the various departments/agencies, and others. Accordingly, your ceiling level by fund source is part of the Governor's submittal.

Delineated below is your department/agency ceiling level by fund source, as may be annotated. Please prepare your FY 2022 Budget Request based on each ceiling amount using the format and guidelines provided by the Bureau per BBMR Circular No. 21-03 dated December 09, 2020. Use the government rate of contribution to the Retirement Fund of 28.50%. Each ceiling amount is for operational requirements, inclusive of local match requirements for federal programs:

General Fund:	\$ 0
Special Fund:	\$ 388,859 <sup>1/</sup>

Recurring or routine miscellaneous appropriations should not be included in your agency detail budget request, as such appropriations are not part of the budget ceiling level(s).

The Bureau emphasizes the importance of following the guidelines provided in order to facilitate the budget process. It is imperative that we work together to produce a complete and accurate budget within the prescribed timeframe.

Please submit one (1) *original* Department budget request and one (1) CD or USB flash drive with copies of the electronic files (Excel for spreadsheets and Word for narratives). Upon review and clearance by the Bureau, you will be notified to reproduce the required number of copies for transmittal to *I Liheslaturan Guåhan* for their disposition.

Your department/agency budget request is due to the Bureau no later than **Friday, February 12, 2021**. This deadline must be met to ensure timely submittal to *I Liheslaturan Guåhan*. Your usual cooperation is appreciated.

Senseraamente,

LESTER L. CARLSON, JR.

<sup>1/</sup>Tourist Attraction Fund; not inclusive of the miscellaneous appropriation for the Guam Territorial Band (\$45,000)



## OFFICE OF PUBLIC ACCOUNTABILITY

Suite 401 DNA Building, 238 Archbishop Flores Street, Hagatna, Guam 96910  
Tel (671) 475-0390 · Fax (671) 472-7951 · Hotline: 47AUDIT (472-8348)  
[www.opaguam.org](http://www.opaguam.org)

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### Department of Chamorro Affairs – FY 2019 Financial Highlights

January 14, 2021

Hagåtña, Guam – The Office of Public Accountability (OPA) released the Department of Chamorro Affairs' (DCA) Non-Appropriated Funds (NAF) financial statements, report on compliance and internal control, **management letter**, and letter to those charged with governance for fiscal year (FY) 2019. DCA reported a \$660 thousand (K) decrease in net position (or net loss) for FY 2019, as opposed to FY 2018's increase in net position (net income) of \$191K. Independent auditors Ernst & Young LLP (EY) expressed an unmodified (clean) opinion on the financial statements of DCA's FY 2019 NAF, but identified three material weaknesses in the DCANAF's internal control over financial reporting.

This audit is one of the last FY 2019 financial audits to be issued. This audit was delayed due to the untimely preparation and provision of financial information, because DCA does not have a full-time, qualified accountant to handle the accounting process and maintain the accounting records to generate timely financial statements. Audit concerns over the DCANAF financial statement close process was noted in prior management letters.

The FY 2019 audit includes the non-appropriated funds of (1) Chamorro Village; (2) Guam Museum; (3) Research, Publication, and Training (RPT); (4) the President's Office; (5) Council on the Arts and Humanities Agency (CAHA); (6) Percent for the Arts; and (7) Festival of the Pacific Arts (FESTPAC).

#### **Chamorro Village**

For FY 2019, Chamorro Village recognized a net loss of \$6K, as opposed to the \$62K net income in FY 2018. Chamorro Village reported \$536K in revenues for FY 2019, which is a small increase from the \$524K in FY 2018 revenues. Chamorro Village expenses also increased – from \$462K in FY 2018 to \$542K in FY 2019.

The majority (or 66.3%) of the DCANAF revenues and majority (or 72.3%) of the DCANAF expenses comes from Chamorro Village activities.

#### **Guam Museum**

For FY 2019, Guam Museum recognized net income of \$87K, which was \$49K (or 36%) less than the \$136K net income in FY 2018. Guam Museum revenues increased by 94% (or \$130K), from \$138K in FY 2018 to \$268K in FY 2019, due to primarily the collection from their management contractor of \$66K, which was previously deemed uncollectable in FY 2017. Increased revenue from admissions and events also contributed. Guam Museum's FY 2019 expenses amounted to \$180K. This extraordinary increase from FY 2018's expenses of only \$2K was to cover primarily the contractor's fees of \$160K for collections management consultation and support services.

#### **Research, Publication, and Training**

The RPT Division is to develop articulated curriculum and course text for mandated courses in Guam's schools and institutions of higher learning related to Guam's history, language and culture. For FY 2019, the RPT Division recognized a net loss of \$4K, as opposed to the \$2K net income in FY 2018. Although RPT's revenues increased by 42% from \$4K to \$5K, RPT's expenses increased by 330% from \$2K to \$9K. The extraordinary increase to RPT's FY 2019 expenses is due to primarily the increase in the expected amount of obsolete inventory.

#### **President's Office**

For FY 2019, the President's Office recognized a net loss of \$14K, as opposed to the \$7K net income in FY 2018. Compared to the \$11K in revenues reported in FY 2018, the President's Office reported only \$392 in FY 2019

revenues. Zero donations were received in FY 2019. However, the President's Office expenses increased by 229% from \$4K to \$15K. In FY 2019, the President's Office expenses for travel, miscellaneous, and contractual costs increased by thousands of dollars.

### **Council on the Arts and Humanities**

The Governor of Guam's Executive Order No. 2019-14 reorganized DCA to separate CAHA and the Guam Public Library System from DCA, effective June 2019. CAHA's separation included FESTPAC and the Percent for the Arts, for which it is responsible, as well as transferring \$719K out of the DCANAF, as of FY 2019.

Under the DCANAF in FY 2019, CAHA received zero revenues, but expensed almost \$4K. CAHA's remaining cash and accounts receivable of \$8K were transferred out.

**Percent for the Arts.** Under the DCANAF, zero revenues and zero expenses were reported in FY 2019 by the Percent for the Arts program (also known as "Arts in Public Buildings and Facilities"). Percent for the Arts' remaining cash and accounts receivable of \$713K were transferred out.

**Festival of the Pacific Arts.** Guam hosted the 12<sup>th</sup> FESTPAC from May through June in 2016. FESTPAC's remaining liability of \$2K was transferred out.

### **Compliance Report and Management Letter**

In the DCANAF's internal control over financial reporting, EY identified three material weaknesses, for which the following two are repeat findings:

- The DCANAF's financial information was untimely (and sometimes improperly) prepared because DCA does not have a full-time, qualified accountant to handle the accounting process and maintain the accounting records.
- The DCANAF did not recognize revenues and related receivables arising from Guam Museum operations because DCA and Guam Museum have been unable to resolve the disagreement with their contractor on the amount to be submitted from the museum's operations. Furthermore, although the contractor is required to arrange an external annual audit and report such to DCA, DCA and the Guam Museum have been unable to obtain such audit reports from the contractor.

Brought to our attention with the help of a concerned citizen, EY identified the following as a material weakness:

- Six months (June through November 2019) and \$2K worth of rental billings to a specific tenant of Chamorro Village were voided at the instruction and approval of DCA's former executive, despite no evidence to justify the voided transactions. This former DCA executive has a financial interest in this specific tenant.

Help make a difference in our government. OPA's Hotline enables the people of Guam and government employees to share their concerns or report improper acts<sup>1</sup> committed by Government of Guam public officials. Call the OPA Hotline [(671) 47 AUDIT or 671-472-8348] or complete the hotline/citizen concern report form at [www.opaguam.org](http://www.opaguam.org).

In the interest of Full Disclosure, the Public Auditor acknowledges that he and the Chairman of the Board have a close familial relationship and worked together for several decades. The Public Auditor also acknowledges that the Vice Chair is his "comadre" and that they have been lifelong friends. The Public Auditor also acknowledges that he and the Guam Museum's contractors have been friends for many years.

For more details on DCA's operations, see the Management's Discussion and Analysis in the audit report at [www.opaguam.org](http://www.opaguam.org).

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<sup>1</sup> Including illegal acts (e.g., corruption, bribery, theft or fraud); misuse or abuse of government property or time; and gross misconduct, incompetence, or inefficiency.

FY2021 CAHA Budget balances as of January 31, 2021			
	Budgeted	Expenditures/Encumbrances	Balance
Personnel	\$ 438,131.00	\$25,378.88	\$ 412,752.12
Contractual Services	\$ 19,207.00		\$ 19,207.00
Bldg.Rent (local)/Partnership	\$ 92,121.00	\$38,610.00	\$ 53,511.00
Supplies	\$ 2,400.00	\$ 304.50	\$ 2,095.50
Telephone	\$ 4,900.00	\$ 800.38	\$ 4,099.62
Equipment	\$ 11,400.00		\$ 11,400.00
Programming	<b>\$ 130,000.00</b>		
Grant Program	\$ 120,000.00	\$ 96,985.00	\$ 23,015.00
Poetry out Loud	\$ 10,000.00		\$ 10,000.00
CARES ACT			
Grant Awards	\$ 114,600.00	\$114,600.00	
CAHA's use (currently earmarked for rent)	\$ 50,000.00		
GCAHA Revolving			\$ 4,243.74
% for the Arts			\$ 712,886.25
FestPac			\$ 2,225.00

Note: Department of Administation AS400 glitched has been corrected-mainly the personnel category.

**GUAM COUNCIL ON ARTS & HUMANITIES**  
**FISCAL YEAR 2021**  
**ACCOUNT STATUS as of January 31, 2020**

	<b>CAHA PARTNERSHIP AGREEMENT</b>					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5101B214000EI101-111	Salary	\$ 308,276.00	\$ 106,713.00	\$ 18,059.20	\$ 290,216.80	\$ -
5101B214000EI101-113	Fringe	\$ 129,855.00	\$ 44,955.00	\$ 7,319.68	\$ 122,535.32	\$ -
<b>TOTAL</b>		<b>\$ 438,131.00</b>	<b>\$ 151,668.00</b>	<b>\$ 25,378.88</b>	<b>\$ 412,752.12</b>	<b>\$ -</b>

<b>PL 35-99 (LAPSED 9/30/2022)</b>	<b>CAHA PARTNERSHIP AGREEMENT</b>					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5101B214000EI101-233	Bldg Rent	\$ 50,469.00	\$ 50,469.00		\$ 50,469.00	\$ -
5101B214000EI101-280	Sub Recipient/Grants	\$ 130,000.00	\$ 130,000.00	\$ 96,985.00	\$ 33,015.00	
<b>TOTAL</b>		<b>\$ 180,469.00</b>	<b>\$ 180,469.00</b>	<b>\$ 96,985.00</b>	<b>\$ 83,484.00</b>	<b>\$ -</b>

<b>PL 35-99 (LAPSED 9/30/2021)</b>	<b>CAHA LOCAL FUND OVERMATCH</b>					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5100A214000GA006363	GF-Telecomm	\$ 4,900.00	\$ 4,900.00	\$ 800.38	\$ 4,099.62	\$ -
5100A214000GA006230	GF-Contract	\$ 19,207.00	\$ 19,207.00		\$ 19,207.00	
5100A214000GA006233	GF-Bldg Rent	\$ 41,652.00	\$ 41,652.00	\$ 38,610.00	\$ 3,042.00	
5100A214000GA006250	Equipment	\$ 11,400.00				\$ 11,400.00
5100A214000GA006363	GF-Supplies	\$ 2,400.00	\$ 1,200.00	\$ 304.50	\$ 2,095.50	
<b>TOTAL</b>		<b>\$ 79,559.00</b>	<b>\$ 66,959.00</b>	<b>\$ 51,709.01</b>	<b>\$ 28,444.12</b>	<b>\$ 11,400.00</b>

<b>PL 35-99 (LAPSED 9/30/2022)</b>	<b>CAHA PARTNERSHIP AGREEMENT (COVID 19)</b>					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5101H204000CV106-233	Bldg Rent	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ -
5101H204000CV106-280	Sub Recipient/Grants	\$ 114,600.00	\$ 114,600.00	\$ 114,600.00	\$ -	
<b>TOTAL</b>		<b>\$ 164,600.00</b>	<b>\$ 164,600.00</b>	<b>\$ 114,600.00</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>

2 Col x 4

# CALL OUT TO ARTISTS

## Request for Proposal #21-3621-001: Guam Cultural Repository

**The Guam Council on the Arts and Humanities Agency (CAHA) in partnership with the University of Guam and Reliable Builders,** is soliciting Requests for Proposals related to the creation of exterior art to be used at the Guam Cultural Repository (GCR) located at the University of Guam, Mangilao. The artwork for the GCR is delineated in Guam Public Law 15-50. This Project includes the provision of 1, 2, or 3 panels for the GCR's exterior surface.

All interested parties may download a copy of the RFP from the CAHA website at <https://www.guamcaha.org/>. Offerors MUST complete and submit to CAHA, the ACKNOWLEDGEMENT OF RECEIPT FORM of this RFP in order to receive addenda, responses or other related notices.

All proposals must be submitted in pdf format to [info@caha.guam.gov](mailto:info@caha.guam.gov). **The deadline for receipt of proposals to CAHA is Friday, March 5, 2021 at 5:00 p.m., CHamoru Standard Time.** Responses submitted to this solicitation must comply with instructions and procedures in the RFP. Any questions may be submitted to the attention of Ms. Jackie Balbas, Program Coordinator IV at 300-1205 or via email at [info@caha.guam.gov](mailto:info@caha.guam.gov). **An orientation meeting for all interested artists will be held on February 16, Tuesday, from 6:00pm - 7:00pm on Zoom.** All interested parties should contact CAHA to make arrangements for an invitation to the meeting.

3 Col x 4

# CALL OUT TO ARTISTS

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