



**A.B. WON PAT**  
INTERNATIONAL AIRPORT AUTHORITY, GUAM  
ATURIDAT PUETTON BATKON AIREN GUAHAN ENTENASIONAT

P.O. Box 8770  
Tamuning, GU 96931

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[www.guamairport.com](http://www.guamairport.com)

**MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING**  
**3:00 p.m., Thursday, February 28, 2013**  
**GIAA TERMINAL CONFERENCE ROOM #3**

**I. CALL TO ORDER AND ATTENDANCE**

Chairman Francisco G. Santos called the A.B. Won Pat International Airport Authority, Guam (GIAA) regular meeting to order at 3:07 p.m. The presence of Directors is noted as follows: Jesus Q. Torres, Vice Chairman, Rosalinda A. Tolan; Martin J. Gerber; Edward G. Untalan; and Lucy M. Alcorn. Also present were Charles H. Ada, Executive Manager, Peter Roy Martinez, Deputy Executive Manager, Carlos P. Bordallo, Acting Comptroller, Frank R. Santos, Business and Financial Consultant, and Janalynn C. Damian Esq., Legal Counsel. The Chairman welcomed the presence of Airport Tenants, stakeholders, and members of the public who are noted in a sheet made as an attachment to the minutes.

**II. APPROVAL OF AGENDA**

Vice Chair Torres made motion to approve the agenda as presented, seconded by Director Tolan; motion carried.

**III. APPROVAL OF MINUTES**

**A. January 29, 2013, Board Regular Meeting**

Director Alcorn made motion to approve the minutes, subject to correction, seconded by Vice Chair Torres; motion carried.

**IV. CORRESPONDENCE**

No correspondence presented.

**V. MATTERS FOR BOARD RATIFICATION/APPROVAL**

**A. Approval of TSA Other Transaction Agreement**

Mr. Frank Santos presented a request for Board's approval of the TSA Other Transaction Agreement. He stated it is a grant agreement from TSA, in the amount of \$444,000.00. Mr. Santos explained that there are two parts to the agreement involving the baggage screening; the first part is Recapitalization, the replacement of two machines for a

newer model; the second part is Optimization, the relocation of the checked baggage screening pods. TSA has agreed to fund both up to 30%. The amount of \$444,000.00 was derived from a proposal by Siemens, the manufacturer of the baggage systems currently in use. Mr. Santos stated there are also two parts to the request; the TSA Other Transaction Agreement and the approval of the selection of Siemens to perform the work, also adding that Siemens is the company that did the design work for the "In-line" project which fell through because of funding issues. After some discussion on the positive impact the Recapitalization effort will bring, Vice Chair made motion to approve the TSA Other Transaction Agreement, seconded by Director Tolan; motion carried.

**B. Approval of Award for Residential Sound Insulation Phase 2A – IFB No. GIAA-C02-FY13**

The Executive Manager presented a summary of the Invitation For Bid for the above noted project. The project is phase 2 under the Noise Mitigation Program, with an objective of providing noise reduction to those homes mostly affected by aircraft operations. Of the fourteen (14) firms/individuals that purchased bid packages, six (6) firms submitted bid proposals before the submission deadline of February 5, 2013. Management recommended that the Board approve the contract award of \$1,787,324.04 to Nippo Corporation who has been determined to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Regulations. Janalynn Damian, Legal Counsel, made a disclosure for the record that the item be referred to Conflict Counsel as Calvo Fisher & Jacob LLP represent two (2) of the bidders. Director Tolan made motion to approve management's recommendation to authorize the contract award to Nippo Corporation, seconded by Vice Chair Torres; motion carried.

**C. Ratification of Disbursements**

Vice Chair Torres made a motion to ratify payments above the \$50,000.00 threshold made to vendors for the period of January 30, 2013 – February 22, 2013, seconded by Director Gerber; motion carried.

**VI. OLD BUSINESS**

**A. Executive Manager's Report**

The Executive Manager presented updates on various matters concerning airlines, including an announcement of Japan based airline, Skymark commencing services with charter flights. The flights are planned to start during March 14 – 23. The key element to Skymark's service is to operate during non-peak hours.

The Manager reported on the Airports part in returning families and the deceased back to Japan after the tragic attack of tourists in Tumon in February. Executive Manager noted the assistance provided by GIAA Marketing and Airport Police who worked closely with GVB, GPD and the Governor's Office from February 14 – 18.

The Executive Manager announced the Pacific Asia Travel Associations' (PATA's) recent nomination of GIAA's Executive Manager, Charles H. Ada II to the PATA Board, which was accepted by Mr. Ada. The nomination will now be ratified at the PATA Annual Summit from April 25 – 28. Another upcoming event also announced was the 8<sup>th</sup> Airports Council International (ACI) Asia-Pacific Regional Assembly, Conference and Exhibition which will be held in Phuket, Thailand from April 22 – 25. A delegation from GIAA led by Deputy Executive Manager, Peter Roy Martinez, Director Gerber, and two (2) Marketing staff will be in attendance at the Conference.

The Manager reported that GIAA and GEDA presented a 'Credit Update' briefing to a contingent from Standard & Poor's on February 6, 2013 in preparation of the Airport's plan to refinance the 2003 Bonds. Director Untalan was in attendance for the briefing and informed the Board that he thought the presentation went rather well, staff and Management did an excellent job and provided a wealth of information to the group that represented Standard & Poors.

**B. Financial Report**

For the Board's information, Carlos P. Bordallo, Acting Comptroller presented the financial report as of January 31, 2013.

Vice Chair Torres inquired about the Airport Police having an adequate number of vehicles to operate appropriately, and explained that now would be the perfect time to request as the budget allows for it. The Chairman stated that he would rather see a golf cart in front instead of a patrol vehicle, and went on to suggest that Chief Robert Camacho request for two to three golf carts.

**C. Legal Counsel's Report**

Legal Counsel recommended that discussions regarding litigation matters be reported during Executive Session. The Board had no objection.

**D. Tenant Matters**

No Tenant Matters reported.

**E. Status on Capital Improvement Programs**

Mr. Frank Santos presented the UDO analysis.

**VII. NEW BUSINESS**

No New Business presented.

The Chairman announced that the Board will recess and convene Executive Session after the recess. Vice Chair Torres made motion to recess and convene Executive Session after the recess, seconded by Director Untalan; motion carried. The Board recessed at 4:03 p.m.

**VIII. EXECUTIVE SESSION**

Chairman Santos called Executive Session to order at 4:14 p.m. Executive Session adjourned at 4:30 p.m.

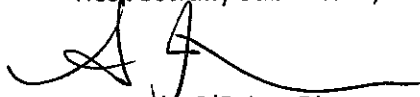
**IX. PUBLIC COMMENTS**

The Chairman called upon any public member wishing to make comments. There was no response.

**X. ADJOURNMENT**

Director Untalan made a motion to adjourn the meeting, seconded by Director Tolan; motion carried. The meeting adjourned at 4:35 p.m.

Respectfully submitted,



Amanda O'Brien-Rios  
Board Secretary

APPROVED:



FRANCISCO G. SANTOS  
Chairman of the Board

04/10/13

Date

Attachment



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## **BOARD OF DIRECTORS REGULAR MEETING**

**3:00 p.m., Thursday, February 28, 2013**

**Terminal Conference Room No. 3**

### **AGENDA**

- I. Call to Order and Attendance**
- II. Approval of Agenda**
- III. Approval of Minutes**
  - A. January 29, 2013 Regular Meeting**
- IV. Correspondence**
- V. Matters for Board Ratification/Approval**
  - A. Approval of TSA Other Transaction Agreement**
  - B. Approval of Award for Residential Sound Insulation Phase 2A - IFB No. GIAA-C02-FY13**
  - C. Ratification of Disbursements**
- VI. Old Business**
  - A. Executive Manager's Report**
  - B. Financial Report**
  - C. Legal Counsel's Report**
  - D. Tenant Matters**
  - E. Status of Capital Improvement Programs**
- VII. New Business**
- VIII. Executive Session**
- IX. Public Comment(s)**
- X. Adjournment**



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OF AIRPORT EXECUTIVES



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A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

BOARD OF DIRECTORS REGULAR MEETING

3:00 P.M., THURSDAY, FEBRUARY 28, 2013

GIAA TERMINAL CONFERENCE ROOM #3

SIGN IN SHEET

	<u>PRINT NAME</u>	<u>COMPANY/AGENCY</u>
1.	Gerard BALTISTA	GIAA
2.	JERMAINE AUERTA	OFFICE OF SEN. SAN NICOLAS
3.	Carlos Bordello	Arching / GIAA
4.	VICTOR J. CIRUZ	GIAA
5.	Steve Gun	DFS
6.	Joann Camacho	DFS
7.	J.G. JAVELLANA	GIAA
8.	ANDREW SCANLON	AECOM
9.	CHARLES H. ADAMS	GIAA
10.	Benny A. BAZA	ARFF
11.	FRANK P. TAITANO	GIAA
12.	FRANK SANTOS	GIAA EPC
13.	EDWARD MUNIA	GIAA EPC
14.	Jessica Toft	Christ Montano
15.	Carlito	KUAM
16.	Frederic T. Lopez	PRM
17.	CHUCK SOUA	UNITED
18.	JAMES WOJOYLO	UNITED
19.	Jerich Salhan	PDN

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## Japan posts record \$17.4B trade deficit in January

TOKYO (AP) — Japan posted a record 1.63 trillion yen (\$17.4 billion) trade deficit in January as rebounding exports lagged behind surging imports of crude oil and gas due to rising prices and the weakening yen.

The provisional data released Wednesday show exports for the world's third-biggest economy rose 6.4 percent to 4.8 trillion yen (\$51.2 billion) in January from a year earlier, the first year-on-year increase in eight months. Imports jumped 7.3 percent to 6.43 trillion yen (\$68.6 billion).

A weakening in Japan's currency over the past few months has helped boost exports by making its products more price competitive overseas. But it has also inflated the value of resource-scarce Japan's imports of crude oil and other commodities, which offset a recovery in demand for Japanese-made vehicles and machinery.

Prime Minister Shinzo Abe is expected to seek help from Japan's ally the U.S. in a visit

later this week to Washington, where he plans to appeal to President Barack Obama for wider access to cheaper exports of U.S. shale gas, Kyodo News Service and other local reports said Wednesday.

Abe's office would not confirm those reports. But it did say that "the government of Japan attaches utmost importance to the necessity of cooperation in the areas of resources and energy, particularly considering our current stringent energy situation," after the March 2011 disasters.

The Fukushima Dai-ichi nuclear accident, triggered by a massive earthquake and tsunami, led to the closures of most of Japan's nuclear power plants, necessitating a sharp increase in imports of oil and gas.

Abe took office in December vowing to boost the economy by restoring Japan's export competitiveness, while at the same time stimulating demand at home through higher public works spending. He also has

promised to push ahead with politically tough reforms needed to sustain growth in the longer term, though such efforts have not made much headway in the past.

Trade with the United States and major Asian trading partners rose early this year as the global recovery strengthened and the economic impact of friction with China over a territorial dispute appeared to recede. But trade with European countries remained weak, with a 6 percent decline in exports from a year earlier. Imports from Western Europe climbed 6.3 percent.

Exports to the United States jumped 11 percent from the year before to \$39.8 billion yen (\$8.97 billion), while imports rose 5.8 percent to \$21.1 billion yen (\$5.6 billion). That boosted Japan's surplus with the U.S. by 20 percent from a year earlier to \$18.7 billion yen (\$3.4 billion).

Exports to China climbed 3 percent but imports also surged, leaving a deficit of \$54.6 billion yen (\$7 billion), up 11 percent from the year before.

## Delta employees earn \$372M in profit sharing

GUAM/SAIPAN — Delta Air Lines will pay \$372 million in earned profit sharing as part of the company's commitment to recognize its 80,000 employees for their crucial role in achieving financial and operational goals in 2012. Employees' individual payouts will equal 6.67 percent of their eligible 2012 earnings.

"This year's profit sharing payment is a reflection of the hard work and dedication Delta people have shown in delivering what our customers have come to expect — great operations and service," said Delta CEO Richard Anderson. "Profit sharing is not only a demonstration of appreciation for employees' hard work in 2012, it's an

investment in improving our customer experience on Delta now and in the future."

Along with base pay, Delta's additional compensation elements like the Delta Annual Profit Sharing Plan and "Shared Rewards" program, which pays monthly bonuses for meeting corporate operational goals, are designed to allow employees to earn more when the company performs well. In 2012, Delta employees earned \$91 million in "Shared Rewards," which, combined with profit sharing, results in a total of \$463 million in performance pay for 2012. The company has paid out more than \$1.1 billion in profit sharing and "Shared Rewards" over the past three years.

## Boeing close to fixing Dreamliner battery

NEW DELHI (Reuters) — Boeing Co. has found a way to fix battery problems with its grounded 787 Dreamliner jets which involves increasing the space between cells, a source familiar with the U.S. company's plans told Reuters.

"The gaps between cells will be bigger. I think that's why there was overheating," said the source, who declined to be identified because the plans are private.

The 50 Dreamliners in commercial service were grounded worldwide last month after a series of battery-related incidents including a fire on board a parked plane in the United States and an in-flight problem on another jet in Japan.

Until the Dreamliner is cleared to fly again, Boeing will be starved of delivery payments.

The logical solution for Boeing would be to install ceramic plates between each cell and add a vent to the battery box, Kiyoshi Kanamura, a professor at Tokyo Metropolitan University who has conducted research with several Japanese battery makers, told Reuters on Tuesday.

Earlier on Wednesday, the chairman of state-run Air India said Boeing is hopeful of getting the Dreamliner back in service by early April.

"They said that these planes should start flying again from early April. They can't be sure but they are hopeful," Rohit Nandan said.

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The Village Pantry  
S.J. Market  
Rivera Castro Retail & Laundry  
TonTon Corner Store  
Grand Market  
KNS II - Agana Heights  
7-Day Supermarket Harmon  
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## GWIB PUBLIC NOTICE

The Guam Workforce Investment Board will hold its Regular Monthly Meeting on **Thursday, February 28, 2013 at 4:00 p.m.** at the GDOL/AHRD Conference Room, 3rd floor, GCIC Building in Hagåtña.

For more information, or for special accommodations, please contact Joleen Santos at 309-4385/4501 or email [joleen.santos@dolguam.gov](mailto:joleen.santos@dolguam.gov)

The above said advertisement is filed by the Agency for Human Resources Development



The Honorable  
**EDDIE B. CALVO**  
Governor



The Honorable  
**RAY TENORIO**  
Lt. Governor

## PUBLIC NOTICE

The Board of Directors of the A.B. Won Pat International Airport Authority, Guam (GIAA) will convene its Regular Board meeting on Thursday, February 28, 2013 at 3:00 p.m. in Terminal Conference Room No. 3. In addition to regular matters, pursuant to 5 G.C.A. §8111(c)(2), Executive Session will be held to discuss pending litigation to which GIAA is a party. Parking is available in the Public Parking Lot.

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

(This ad paid for by GIAA)



## Marshall's Energy Company going after 'power thieves'

By Giff Johnson  
For Variety

MAJURO — The Marshall's Energy Company has launched a campaign to root out electricity cheaters.

"We may not catch you now," said Marshall's Energy Company General Manager David Paul, "but we will definitely catch you."

"We are inventorying our meters and meter numbers to update our system," Paul said. These inspections are already uncovering numerous instances of meter tampering by local residents.

The initial survey last week found more than 25 residences cheating on power, Paul said. He expects the number to go up as utility crews inspect all meters on Majuro in the coming weeks. As part of its

campaign to discourage meter tampering, the utility published a notice in the Feb. 22 edition of the Marshall Islands Journal, titled "Illegal hookups — Names of Shame," and named 28 customers.

"We have a newly formed department called the Meter Inspection Team," Paul said. He warned power cheaters and people considering tampering with their meters to beware. "They're out there (the Meter Inspection Team) and you never know but they are watching you," he said.

He encouraged anyone who has illegally tampered with their meter to immediately correct the problem. Anyone caught tampering with their meter is subject to immediate disconnection, a \$1,000 fine and a \$100 reconnection fee.

## Students frustrated over online courses

By Thomas Lee A. Mangione II  
Marianas Variety  
Junior Reporter

ROTA — The CNMI Public School System's \$9 million deficit triggered the launch of online courses for public high school students last school year. Students from Dr. Rita H. Inos Jr./Sr. High School (RHI) say they are frustrated with online courses and want to return to the traditional system of learning from teachers in the classroom.

RHI Sophomore Kelina Hocog said, "I find it really challenging because I'm the type who needs someone to teach me face to face instead

of me doing it on my own. I am not learning. It's like they just throw work at us and we have to do it on our own without guidance."

The Public School System makes most of its classes available online because of the shortage of teachers. The shortage is more evident at RHI where a large number of students expressed dissatisfaction with the online program because they could not get their questions answered promptly. Students also complain that on many occasions online assignments are not clear and immediate help is not available.

## CUC contracts IT&E for call center service

By Junhan B. Todono  
junhan.todono@mvariety.com  
Variety News Staff

SAIPAN — Commonwealth Utilities Corp. CFO Charles H. Warren said they have recently contracted IT&E to provide call center service.

The services, he said, are available 24 hours a day, every single day of the week.

The program is in line with CUC's "goal of improving customer service and access to

CUC departments," he said.

Warren said any CUC department and division, including trouble calls, can now be reached by calling 670-664-4CUC.

He said calls will be answered by a live operator, and will either be handled directly or connected to the appropriate CUC employee.

CUC acting Executive Director Alan W. Fletcher said they are still in the trial run for the online bill payment and payment via phone program.

He said service orders will soon be dispatched electronically to field operation crews via tablets, a feature of the new customer information system.

CUC has an ongoing water system improvement project in areas across Northern Marianas College on Chalan Msgr. Guerrero Road; along ChalanTun Herman Pan Road by Herman's Bakery; and near Dandan Elementary School on Dandan Road.



# PBS GUAM

## KGTF Channel 12

**PROGRAMMING SCHEDULE**  
 Week of Feb. 25 - Mar. 3

PBS weekly programming schedule brought to you by *Marianas Variety* and local & national networks

To view the entire month's schedule visit [pbsguam.org](http://pbsguam.org)

MONDAY		TUESDAY		WEDNESDAY	
8:00	Seaside Street (TV)	8:00	Clifford the Big Red Dog	8:00	Clifford the Big Red Dog
7:00	Curious George	8:30	Wild Kratts	8:30	Wild Kratts
7:30	The Cat in the Hat Knows A Lot About That!	9:00	Arthur	9:00	Arthur
8:00	Arthur	9:30	Martin Speaks	9:30	Martin Speaks
8:30	Curious George	10:00	Curious George	10:00	Curious George
9:00	The Cat in the Hat Knows A Lot About That!	10:30	The Cat in the Hat Knows A Lot About That!	10:30	The Cat in the Hat Knows A Lot About That!
9:30	Curious George	11:00	Curious George	11:00	Curious George
10:00	Seaside Street	11:30	Seaside Street	11:30	Seaside Street
10:30	Arthur	12:00	David Tiger's Neighborhood	12:00	David Tiger's Neighborhood
11:00	Wild Kratts	12:30	Seaside Street	12:30	Seaside Street
11:30	Wild Kratts	1:00	Workworld	1:00	Workworld
12:00	Cyberchase	1:30	Sammy & Friends	1:30	Sammy & Friends
12:30	The Electric Company	2:00	Calliope	2:00	Calliope
1:00	Washington Week	2:30	David Tiger's Neighborhood	2:30	David Tiger's Neighborhood
1:30	Need to Know	3:00	Super Why?	3:00	Super Why?
2:00	Religion & Ethics News Weekly	3:30	Curious George	3:30	Curious George
2:30	Today's Country with Bonnie Blue	4:00	The Cat in the Hat Knows A Lot About That!	4:00	The Cat in the Hat Knows A Lot About That!
3:00	The Cat in the Hat Knows A Lot About That!	4:30	Arthur	4:30	Arthur
3:30	Curious George	5:00	Wild Kratts	5:00	Wild Kratts
4:00	Arthur	5:30	The Electric Company	5:30	The Electric Company
4:30	Curious George	6:00	Martin Speaks	6:00	Martin Speaks
5:00	Seaside Street	6:30	Curious George	6:30	Curious George
5:30	Arthur	7:00	PBS NewsHour	7:00	PBS NewsHour
6:00	Curious George	7:30	Antiques Roadshow: Antique Beach	7:30	Antiques Roadshow: Antique Beach
6:30	Arthur	8:00	Market Vendors: Antiquing in	8:00	Market Vendors: Antiquing in
7:00	Curious George	8:30	Curious George	8:30	Curious George
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1:30	Arthur	3:00	Curious George	3:00	Curious George
2:00	Curious George	3:30	Curious George	3:30	Curious George
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**MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING**  
**3:00 p.m., Tuesday, January 29, 2013**  
**GIAA TERMINAL CONFERENCE ROOM #3**

**I. CALL TO ORDER AND ATTENDANCE**

Vice Chairman Francisco G. Santos called the A.B. Won Pat International Airport Authority, Guam (GIAA) regular meeting to order at 3:06 p.m. The presence of Directors is noted as follows: Rosalinda A. Tolan; Martin J. Gerber; Edward G. Untalan; Lucy M. Alcorn, and Jesus Q. Torres. Also present were Peter Roy Martinez, Acting Executive Manager, Carlos P. Bordallo, Acting Comptroller, Frank R. Santos, Business and Financial Consultant, Janalynn C. Damian Esq., and Michael A. Pangelinan Esq., Legal Council. The Vice Chairman welcomed the presence of Airport Tenants, stakeholders, and members of the public who are noted in a sheet made as an attachment to the minutes.

The Vice Chairman welcomed new Board Member Edward G. Untalan, stating that he would be an asset to the airport. Board Members and all who were present applauded and welcomed Mr. Untalan.

**II. APPROVAL OF AGENDA**

The Vice Chairman suggested that a motion be made to amend the agenda to include election of new officers, and that the election take place before the approval of the minutes. Director Torres added that the Board may want to consider entertaining a Memorandum from the Vice Chairman regarding suggested Standing Committees. As there were no objections, Director Torres made motion to amend the agenda to add the Nomination and Election of Officers, and the Establishment of Board Standing Committees; seconded by Director Tolan; motion carried.

- **Nomination and Election of Officers**

Director Torres made a motion to nominate and elect Vice Chairman, Francisco G. Santos as Chairman of the Board. Vice Chairman called for any other nominations. As there were no other nominations, Director Untalan seconded the motion and was unanimously approved.

Director Gerber made motion to nominate and elect Director Torres as Vice Chairman, seconded by Director Untalan; motion carried. The newly elected Chairman stated that it is an honor to be elected Chairman, and thanked the Board for giving him the opportunity to lead.

- **Establishment of Board Standing Committee**

In order to open dialogue with management on various Airport issues, Chairman Santos suggested for the Board to consider establishing committees as noted in the memorandum to the Board. The following committees were recommended:

1. Finance
2. Capital Projects
3. Personnel
4. Tenant Relations
5. Air Service Development
6. Operations

After some discussion, it was suggested that the following Board Members will take charge of chairing the respective committees:

1. Finance – Director Edward Untalan
2. Capital Projects – Director Martin Gerber
3. Personnel – Director Linda Tolan
4. Tenant Relations – Director Lucy Alcorn
5. Air Service Development
6. Operations – Vice Chairman Jesus Torres

It was noted that the Air Service Development Committee remain vacant until a later time. Vice Chair Torres made motion to approve suggested committees and their respective Chairpersons, seconded by Director Gerber; motion duly carried.

### **III. APPROVAL OF MINUTES**

- A. November 27, 2012, Board Regular Meeting
- B. December 18, 2012, Board Special Meeting

Director Tolan made motion to approve both the regular meeting minutes, and the special meeting minutes, subject to correction, seconded by Director Gerber; motion carried.

### **IV. CORRESPONDENCE**

No correspondence presented.

### **V. MATTERS FOR BOARD RATIFICATION/APPROVAL**

- A. Approval of GIAA FY12 Independent Financial Audit Report by Ernst & Young

Chairman Santos announced that the Airport's FY12 audit had been completed and introduced Mr. Jim Whitt from Ernst & Young LLP, (E&Y) who, together with the E&Y team has put together the results of the audit.

Mr. Whitt thanked the Airport Accounting Department and all other divisions for the excellent cooperation given to E&Y during the audit process. He preceded with a power point presentation of the audit results. At the end of the presentation, the Chairman thanked Mr. Whitt for the outstanding presentation and asked that E&Y continue to provide the airport with good recommendations.

The Acting Executive Manager noted that assistance of the Public Auditor's office was received to get the audit completed, and recognized the Airport's Accounting Division for their role in getting everything prepared. Director Untalan, made motion to approve the FY12 Audit, seconded by Director Tolan; motion carried.

**B. Approval of Award for Independent Airport Consultant(s) RFP No. GIAA-004-FY13**

Board action is requested to approve the ranking results based on the evaluation process performed through the Request for Proposals (RFP) No. GIAA-004-FY13. Acting Executive Manager stated that a total of 11 firms showed interest by obtaining packages. Only one firm responded, submitting a proposal by the deadline. The sole firm selected is as follows:

**1. Leigh Fisher**

The Acting Executive Manager went on to report that the Independent Airport Consultant(s) agreement will be funded from the approved O&M Budget for Fiscal Year 2013. Management recommended that the approval of the ranking results and the contract be awarded to Leigh Fisher, as the sole ranked proposer. Vice Chairman inquired about the number of firms that submitted proposals, if they were off-island firms, and suggested that in order to provide services to the airport, that they be authentic. Director Gerber made motion to approve management's recommendation, seconded by the Vice Chairman; motion carried.

**C. Approval of Award for Air Service Development Plan RFP No. GIAA-001-FY13**

Management has requested that the Board take action to approve the ranking results based on the evaluation process performed through the Request for Proposals (RFP) No. GIAA-001-FY13. Acting Executive Manager presented the summary stating that the RFP was advertised in November. A total of eleven firms showed interest, with two submitting proposals by the deadline. After an evaluation was completed, the selected firms in order of ranking are as follows:

1. Airport Strategy & Marketing Ltd. (ASM)
2. Ascend Worldwide Limited

Management recommended that the approval of the ranking results and the contract be awarded to Airport Strategy & Marketing Ltd. (ASM), being the highest ranked proposer. Vice Chairman asked if either company were local, and if they had completed airport work locally. Mr. Santos replied stating that both are off-island companies, and that ASM had performed services for the airport, as well as CNMI. Mr. Santos also noted that ASM is a global, U.K. based company, and that Ascend Worldwide Limited is based out of Hong Kong. Vice Chairman noted that the company chosen will be involved in intensive activities to promote the airport in the Pacific and Asian regions, therefore needs to be skilled in that area, in order to generate activity and to lure other carriers.

Acting Executive Manager mentioned that he attended, along with Director Gerber and representatives from GVB, a Routes Asia Conference where meetings were also held with the ASM group. He added that through these meetings, which included various airlines, there were nine different companies that had expressed interest in Guam, two of them being Jeju Air, and Eva Air.

At this time Chairman welcomed the presence of Director Alcorn.

Vice Chairman Torres made motion to approve the Air Service Development Plan, awarding the project to Airport Strategy & Marketing Limited; seconded by Director Gerber; motion carried.

#### D. Ratification of Quarterly Travel

Director Untalan inquired if it is normal to ratify the Quarterly Travel report, or if the Board takes a look at the quarters of upcoming travel. Director Alcorn responded, stating that the Board ratifies the travel, after it has been approved by the Chairman at his discretion. Director Gerber asked if there were still a travel calendar. Management responded that the travel calendar is submitted during the budget proposal to the Board. Vice Chairman Torres made motion to ratify the quarterly travel report from October – December 2012, seconded by Director Alcorn; motion carried.

#### E. Ratification of Disbursements

Vice Chairman inquired about the payments paid out to Sumitomo Mitsui Construction Co. Ltd. for Runway 6L-24R totaling over \$750, 000 and if it is part of the Instrument Landing System project (ILS). Mr. Santos responded that the runway is closed but departures are currently being allowed on the runway; the Instrument Landing System project is expected to be completed in April 2013, however the airport awarded the Runway Rehabilitation project for the same runway. The plan is that the runway will be

closed during construction, but will open for departures only during windows of opportunity. Mr. Santos went on to explain that ILS serves runway 6L, but the Rehabilitation project covers both Runway 6L and the other end Runway 24R, the entire runway will be rehabilitated. The Runway Rehabilitation project is awaiting approval from FAA, upon approval, a notice to proceed will be issued; the project is expected to be completed by 2014.

Director Untalan made a motion to ratify payments above the \$50,000.00 threshold made to vendors for the period of November 27, 2012 – January 25, 2013, seconded by Director Gerber; motion carried.

## **VI. OLD BUSINESS**

### **A. Executive Manager's Report**

The Acting Executive Manager presented updates on various matters relating to airlines including Cebu Pacific Air, a Philippine based carrier's application to provide scheduled flights between Guam and Manila. Approval by the U.S. Department of Transportation was made November 18, 2012, and service is planned to start in April 2013.

Star Flyer, based in Kitakyushu, will operate Charter flights from Kitakyushu Airport to Guam and Saipan during the summer 2013. Acting Executive Manager reported that Daisy S. Sablan, Station Manager for Saipan Delta Airlines has now been appointed Station Manger for both Guam and Saipan. GIAA and Japan Airlines (JAL) have been finalizing plans for a JAL flight crew training on Guam. Pilot training will commence on Guam in December 2013.

Acting Executive Manager announced that Guam Airport and GEDA will be presenting a briefing to a Standard & Poor's group on February 6, 2013 in preparation of the Airport's plan to refinance the 2003 Bonds. Acting Executive Manager went on to say that a listing of the Airport's goals and objectives, "Go 2013" has been compiled and shared with the Governor's Office and media, and a report of the 2012 accomplishments has been issued detailing the Airport's milestones over the past year which are attached to the report.

Director Tolan inquired if renovations to the Airport's restrooms would be part of the "Go 2013" list of goals and accomplishments, and recommended that the upgrade of restrooms be under Services and Community Engagement area in the that list.

### **B. Financial Report**

For the Board's information, Acting Comptroller Carlos Bordallo presented the financial report as of December 31, 2012. Mr. Bordallo noted that the power bill has dropped significantly.

Director Untalan inquired about how much the Airport is expected to receive this year in grants. Mr. Santos replied that the amount should approximately be seven to eight million in grants.

**C. Legal Counsel's Report**

Legal Counsel recommended that discussions regarding litigation matters be reported during Executive Session. The Board had no objection.

**D. Tenant Matters**

No Tenant Matters were reported.

**E. Status on Capital Improvement Programs**

Mr. Frank Santos presented the UDO analysis.

**VII. NEW BUSINESS**

No New Business.

**VIII. EXECUTIVE SESSION**

The Chairman announced that the Board will recess and convene Executive Session after the recess. Director Tolan made motion to recess and convene Executive Session after the recess, seconded by Director Alcorn; motion carried. The board recessed at 4:17 p.m.

After recess, the meeting convened at 4:37 p.m. Chairman stated that no Executive Session would be held at this time.

**IX. PUBLIC COMMENTS**

The Vice Chairman called upon any public member wishing to make comments. There was no response.

**X. ADJOURNMENT**

Director Tolan made a motion to adjourn the meeting, seconded by Director Alcorn; motion carried. The meeting adjourned at 4:37 p.m.

Respectfully submitted,

Amanda O'Brien-Rios  
Board Secretary

APPROVED:

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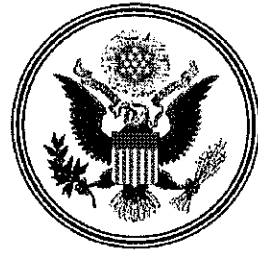
FRANCISCO G. SANTOS  
Chairman of the Board

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Date

Attachment





**OTHER TRANSACTION AGREEMENT**

**BETWEEN**

**DEPARTMENT OF HOMELAND SECURITY  
TRANSPORTATION SECURITY ADMINISTRATION**

**AND**

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

**RELATING TO**

**A.B. WON PAT INTERNATIONAL AIRPORT  
Checked Baggage Recapitalization Screening Design Services Project**

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**Negotiated by the TSA pursuant to  
Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597  
49 U.S.C. §114(m)(1) and 106(l)(6) and**

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HSTS04-13-H-CT1045

## ARTICLE I – PARTIES

The parties to this Other Transaction Agreement (OTA or Agreement) are the U.S. Department of Homeland Security, Transportation Security Administration (TSA) and the A.B. Won Pat International Airport Authority, Guam (Airport Authority) as owner and operator of the A.B. Won Pat International Airport, Guam (GUM). The TSA and the GUM agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

## ARTICLE II – LEGAL AUTHORITY

This Agreement is entered into under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. § 114(m)(1) and 106(l)(6), which authorizes other transactions.

## ARTICLE III – SCOPE

### Objectives

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations of the TSA and the GUM with respect to the design services necessary to implement the TSA Recapitalization effort at A.B. Won Pat International Airport. The design services will result in 100% drawings and specifications, and will be submitted to TSA for review in accordance with the published TSA Planning Design Guidelines and Design Standards (PGDS) Version 4.1. <http://www.tsa.gov/research-center/airport-checked-baggage-guidance-materials>

The Airport Authority will be responsible for developing various cost-effective solutions to replace the aging Explosive Detection System (EDS) machines currently deployed at the airport, while minimizing the impact to operations and reducing the number of EDS by using higher throughput technology units (as appropriate). These solutions will be offered by establishing a current and future baggage screening rate to allow TSA to consider the optimum solution and act utilizing all cost factors from the analysis.

### Background

The Electronic Baggage Screening Program (EBSP) of the Transportation Security Administration monitors the status of its existing EDS equipment to ensure compliancy, functionality and efficiency. The TSA Headquarters keeps the following detailed, historical records relating to each EDS machine: age, maintenance logs, performance (rate), technical obsolescence, and local TSA reported issues, among others. When triggered by one or more of these factors, an examination of the system becomes warranted and TSA develops a modification plan to correct any outstanding conditions. The TSA has established the Recapitalization Program to address these needs.

- **Recapitalization** is the replacement of EDS equipment that has reached the end of its useful life. Typically, such EDS machines will be replaced with a newer model of EDS machine that has similar throughput and capabilities. The EDS replacement

may include some minor modifications to the existing conveyor shunts and Programmable Logic Controllers (PLC) programming to foster the EDS machine placement and operation. NOTE: Baggage Handling System (BHS) modifications that extend beyond the scope of work of this design OTA are cPSPsified as “Optimization”.

Typically, the aging CTX 9000 EDS machine (400 bph) will be replaced with an MDI 9800 EDS machine (680 bph); and the aging L3 6600 (400 bph) will be replaced with the L3 6700 (540 bph) or the L3 6700ES (680 bph). Although these are typical plans, TSA reserves the right to determine the model of EDS machine(s) to be used in a recapitalization project at an airport. The differences in processing capabilities – when applied to the future needs of the airport - may provide for a “Return on the Investment” (ROI) when the quantity of required EDS is reduced. When applicable, the ROI for the Recapitalization process, which is to be calculated based on a 10 year period, shall be specifically identified by the Airport Authority.

### **Project Summary**

#### **Deliverables:**

- 1) Establish and provide to TSA the current baggage rates in accordance with the PGDS (v.4.1), Chapter 5. The baggage rate analysis must be for the current year (2013), and forecast the baggage rate 6 years into the future (through 2019). The quantity of EDS machines as a result of Recap will be based on the future demand, which is based on the baggage rate analysis. The report shall include information (graphs, charts, tables, figures, diagrams, etc) about the steps and calculations performed (see PGDS Chapter 5).
- 2) Provide a report containing a minimum of two solutions (including a cost estimate formatted to the CWE in Appendix F of PGDS) that reflects the most cost efficient solution to recapitalize the EDS units (candidate units and terminal information are included in Attachment 1). The solutions shall take into account the available speed EDS machine options and the costs associated with the following elements:
  - a. EDS price
  - b. EDS maintenance
  - c. Phasing required to install the new EDS units
  - d. Necessary modifications to the Baggage Handling System (BHS) (e.g. egress, quick disconnect, accommodations for new EDS machines)
- 3) The report shall include a cost/benefits analysis comparison, advantages and disadvantages for each solution, and a suggestion as to the best solution proposed. Provide documentation of airport/airline configuration changes that will affect the current and future baggage rates (additional gates, airline moves, additional flights, etc). This documentation shall also include the Airport Authority master plan, when available.
- 4) Identify and provide a required statement of work, whenever minor BHS changes are necessary to accommodate the replacement EDS machines. By providing this statement of work, the Airport Authority is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.
- 5) If major BHS system modifications are needed, the Airport Authority shall provide a scope of work with a solution to support the increased baggage rate requirement (see “Constraints”, paragraph 4). By providing this statement of work, the Airport Authority is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other

agreement with TSA.

**Constraints:**

- A) The Aiport Authority must comply with the following rules and regulations governing the deliverables to be provided in support of the TSA Recapitalization Program:
- 1) Reports shall contain ALL supporting documentation. This documentation includes, but is not limited to: flight schedules, airport master plan, arrival distributions applied, equipment demand calculations, cost analysis tools, among others. The TSA reserves the right to request any additional information that is not provided along with the deliverables listed in this section.
  - 2) PGDS where applicable.
  - 3) Contact TSA to obtain the available historical data of the airport in study. The historical data includes:
    - Monthly total passengers per checkpoint
    - Daily total passengers per checkpoint
    - Hourly total passenger per hour
    - Bag information reports (a.k.a. FDRS reports) for all the EDS for the ADPM
    - Bags per passengers for each airline
    - Enhanced Staffing Model results and reports
  - 4) If the existing BHS is unable to sustain the future expected baggage rate, as predicated by EDS machine replacement alone, the system may not be a viable candidate for the Recapitalization effort. If this is the case, please contact the TSA Regional Deployment Coordinator (RDC).
  - 5) If the Field Data Reporting System (FDRS) reports are available and can be provided by the TSA, the Aiport Authority shall use this data to establish the baggage rate demands and contrast it with the flight schedule analysis.
  - 6) When possible, the replacement EDS units shall be of the same type as the existing EDS equipment that is currently deployed at the airport, to eliminate an unnecessary need for a new network system, and any other unnecessary modifications to the system.
  - 7) The Aiport Authority shall examine the existing BHS's status and ensure that the conveyor system is capable of supporting the new EDS rate, independently and as a system. (The intent is that the EDS machines can be fully utilized at their rated capacity). Redundant EDS machines – as per the PGDS – are to be an integral requirement. If major BHS modifications are needed, and only with the RDM's approval, the Aiport Authority may produce a scope of work with a solution to support the increased rate requirements. By providing a scope of work, the Aiport Authority is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.

In both solutions provided pursuant to this OTA, the Aiport Authority shall identify the removal

path for the EDS machines, include special requirements, and/or identify limitations or constraints.

This Design Services Project requires the Airport Authority to provide the architect and engineering services to develop the design and construction specifications to install the inline systems designated for replacement within the Airport Terminal (hereinafter the Design Project). The Checked Baggage Inspection System (CBIS) design needs to address Airport Terminal modifications required to be made to incorporate the new systems to include required changes per the instructions below: The objective of the Design Services Agreement is to provide the design documents and specifications to identify the necessary construction modifications required to install an inline CBIS to enhance the security and baggage screening capabilities at the Airport. The TSA detailed design deliverables for each Design Phase to be provided by the Airport Authority are outlined per Appendix A of this Agreement. The Design Phases include:

1. Pre-Design Phase: Preliminary Alternative Analysis Report and Preferred Analysis Report
2. Schematic Design Phase: Basis of Design Report and associated deliverables
3. Detailed Design Phase
  - a. 30 % Design Submittals and associated deliverables
  - b. 70% Design Submittals and associated deliverables
  - c. 100% Design Submittals and associated deliverables
4. Construction Bid proposal documentation to include contract solicitation, requirements issued to prospective contractors, bid specifications and other applicable documents that complete the local request for proposal package listed at the CITY's public point of entry.
5. Construction Bid proposal evaluation.

Any future allowable, allocable and reasonable costs for Recapitalization Project construction, project management, construction management, and commissioning/site acceptance testing is anticipated to be funded through a separate Agreement or OTA modification in accordance with Article XIII "Changes and/or Modifications" between the Airport Authority and the TSA. This Design Agreement shall not be construed to obligate the TSA, in any manner, to provide construction cost funding or obligate the TSA to enter into an Agreement with the Airport Authority for reimbursement of construction costs related to the Recapitalization Project. TSA funding for the construction portion of the project is subject to the Congressional authorization and appropriation budget process.

#### **ARTICLE IV – COST SHARING AND OTHER RESPONSIBILITIES**

1. Capital Costs: The estimated cost of the Design Project refers to the design services to be completed by the Airport Authority to develop the necessary design documents for the construction modifications needing to be made to the Terminal building and associated baggage conveyor system to support the Recapitalization Project. It does not include the costs of acquisition, delivery or installation of the EDS equipment itself. All work performed by the Airport Authority pursuant to this Agreement shall be accomplished in accordance with the TSA PGDS in effect at the time this Agreement is executed and in accordance with the applicable local Airport Authority Building Standards and Criteria. Recognizing the uniqueness of this Design Project, in the event of any conflicts between the provision of the PGDS and this

Agreement, the Parties agree to resolve such conflicts through the design review and Alternative Analysis processes described in the TSA PGDS.

2. The estimated cost for the design services for the Design Project is **\$\$444,000**. TSA agrees to reimburse the Aiport Authority for (100%) of the allowable, allocable and reasonable costs of the design services for the Design Project, not to exceed a total reimbursement of **\$\$444,000**. TSA reimburses for allowable, allocable and reasonable costs submitted by the Aiport Authority for reimbursement up to the TSA funded amount of **\$\$444,000**.

3. TSA will determine allowable and allocable costs in accordance with the OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" codified at 2 C.F.R. Part 225 (together with Appendices A – D) and Appendix F of the TSA PGDS in effect upon the signing of this Agreement by both parties. TSA will reimburse the Aiport Authority on an actual expense basis supported by one or more invoices submitted by the Aiport Authority in accordance with Article X – Payment. The parties understand and agree that all design costs in excess of **\$\$444,000**, as well as any costs that are inconsistent with OMB A-87 and the guidance set forth in Appendix F of the TSA PGDS in effect at the time the Agreement is executed, shall be borne solely by the Aiport Authority unless otherwise agreed by the TSA in a modification in accordance with Article XIII – Changes and/or Modifications. Should the TSA contributions of **\$\$444,000** represent more than the total final TSA allowable, allocable, and reasonable design costs for the Design Project, the Aiport Authority will refund TSA sufficient funds such that TSA's total reimbursement will be no more than the total allowable, allocable and reasonable costs submitted by the Aiport Authority.

4. The Design Project costs which TSA will reimburse are limited specifically to those costs associated with the Design Deliverables mandated by the TSA PGDS, outlined in Appendix A "TSA PGDS Design Deliverables Checklist."

5. Change orders shall not be considered authorization to exceed TSA's reimbursement limit of **\$\$444,000** for the Design Project, unless the TSA Deployment Manager and TSA Contracting Officer have been notified in advance of the impact the Change Order has on the total cost of the design services for the Design Project, and TSA provides its written approval to proceed with the work identified in the Change Order. Use of contingency funds for the TSA Design Project requires TSA's prior written approval.

## **ARTICLE V: PROJECT RESPONSIBILITIES**

The primary Project responsibilities of the TSA and the Aiport Authority are outlined below. The Design Project will be overseen by the Aiport Authority.

### **A. TSA Responsibilities**

1. Review and concur with the Recapitalization Project design, plans, and specifications for alternative analysis, schematic, 30%, 70% and 100% design packages for the installation of the replacement EDS units in the CBIS based upon the recommendations and guidelines in the TSA PGDS in effect at the time of execution of this Agreement.
2. The Aiport Authority must receive concurrence from TSA at each stage of the design

- review in order to proceed to the next design review stage.
3. Consider design alternatives during the design review process in order to achieve the most efficient screening solution for both TSA and the Aiport Authority.
  4. Provide the applicable version of the TSA PGDS as well as the EDS equipment specification(s) as required.
  5. Advise the type of EDS equipment to be provided at each stage of the design.
  6. Provide EDS Original Equipment Manufacturer Technical Advisory Support Services to the Aiport Authority regarding integration of the EDS units into the baggage handling system (BHS).
  7. Review and consider requested changes to the design and associated costs.

#### **B. Aiport Authority Responsibilities**

1. Except for the responsibilities of the TSA, as outlined above, the Design Project will be managed and overseen by the Aiport Authority. The Aiport Authority, acting through such contractors as it may engage, will provide the engineering and design services necessary for successful completion of the Design Project. The Aiport Authority will provide oversight of such contractor(s) to ensure the design of the Recapitalization Project conforms to the TSA design guidelines identified in the PGDS and is completed within the project milestone schedule.
2. The Aiport Authority must receive concurrence from TSA at each stage of the design review in order to proceed to the next design review stage.
3. Provide a budgetary construction cost estimate with the schematic, 30% design review and subsequent 70% and 100% design reviews for the Recapitalization Project.
4. Obtain all necessary licenses, insurance permits and approvals.
5. Ensure the EDS OEM site planning, installation, integration and networking guidelines are incorporated into the design to ensure operational, maintenance and environmental specifications are met.
6. As part of the design, provide reasonable measures to protect the EDS and ETD equipment from harm, theft, and water intrusion in the screening area.
7. Incorporate heating, ventilation, air conditioning into the design as well as OSHA requirements for those spaces occupied by TSA personnel.
8. Submit monthly progress reports by the 10<sup>th</sup> of each month to the TSA Deployment Manager via e-mail at OSTCBD@tsa.dhs.gov

#### **ARTICLE VI - EFFECTIVE DATE AND TERM**

The period of performance for this Agreement is effective on the date signed by TSA and ends on August 31, 2013 unless earlier terminated by the parties pursuant to Article XV "Termination" as provided herein or extended by mutual written agreement pursuant to Article XIII "Changes and/or Modifications." The period of performance allows the Aiport Authority time to submit a final invoice, close out the Design Project, and address any other issues.

Aiport Authority will establish and provide Design Schedule Milestones to the TSA that allow objective measurement of progress toward completion. Design Schedule Milestones will be provided to the TSA within 30 days after the Aiport Authority has established their design services contract(s). TSA maintains the right to identify any additional milestones to be tracked.

## ARTICLE VII - ACCEPTANCE AND TESTING

TSA will deem the Design Project complete upon review and concurrency of the 100% design package for each Terminal. The design must conform to the TSA PGDS in effect at the time that this Agreement is executed.

## ARTICLE VIII - AUTHORIZED REPRESENTATIVES

The authorized representative for each party shall act on behalf of that party for all matters related to this Agreement. Each party's authorized representative may appoint one or more personnel to act as an authorized representative for any administrative purpose related to this Agreement, provided written notice of such appointments is made to the other party to this Agreement. The authorized representatives for the parties are as follows:

- A. TSA Points of Contact:  
 Regional Deployment Coordinator/Contracting Officer's Representative:  
 Shahzan Akber  
 Mail Stop TSIF #32  
 Transportation Security Administration  
 1 Post Office Road  
 Washington, DC 20528-6032  
 Phone: 571-227-5645  
 E-Mail: shahzan.akber@dhs.gov
- Contracting Officer:  
 William Melanson  
 701 South 12<sup>th</sup> Street  
 Arlington, Va. 20598  
 Phone: 571-227-3266  
 E-Mail: william.melanson@dhs.gov

Only the TSA Contracting Officer (CO) shall have the authority to bind the Federal government with respect to funding and liability. The TSA Regional Deployment Coordinator (RDC) is also the TSA Contracting Officer Representative (COR) and is responsible for the technical administration of this Agreement and technical liaison with the Aiport Authority and the Airport. The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA such as amount or level of funding.

The Aiport Authority must notify the TSA CO and COR in the event that any TSA employee or TSA contracted agent takes any action that may be interpreted by the Aiport Authority as direction which could increase the Design Project costs and could cause the Aiport Authority to seek reimbursement from TSA in excess of the of the TSA's total reimbursement liability as defined in Articles IV and IX of this Agreement.



B. Aiport Authority Points of Contact:

The A.B. Won Pat International Aiport Authority Point of Contact for all correspondence is:

Mr. Ada II

P.O. Box 8770

Tamuning, Guam 96931

## ARTICLE IX - FUNDING AND LIMITATIONS

TSA will provide funding to the Aiport Authority in an amount not to exceed **\$\$444,000**. Funds in the amount of **\$\$444,000** are hereby obligated and made available for payment for performance of this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

PR: 21-13-203-CT1045

Accounting Code: 5CF10XB010D2013SWE044GE013723006200622CTO 5903001505010000 251B

**Amount: \$\$444,000**

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement. TSA's liability to make payments to the Aiport Authority is strictly limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement.

Under no circumstances will TSA be responsible to reimburse the Aiport Authority for profit or the general costs of government. The Aiport Authority may recover the allowable direct costs of the Aiport Authority personnel performing work necessary under this Agreement, as well as the allowable and allocable costs of the contractors hired by the Aiport Authority to perform the necessary work under this Agreement. Profit and overhead costs for the Aiport Authority's contractors performing work on the TSA Project are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include Aiport Authority employees, who work on multiple activities that will result in a request for reimbursement under this Agreement. TSA will not be responsible for costs incurred by the Aiport Authority, its contractors or agents to perform work not in compliance with the TSA requirements in this Agreement. The TSA has the right to recoup any payments made to the Aiport Authority if the TSA Contracting Officer determines that the invoices submitted by the Aiport Authority exceed the actual costs incurred, or if the work substantially deviates from the TSA-approved design requirements for the Project pursuant to this Agreement.

TSA will reimburse only for allowable, allocable and reasonable costs in accordance with the OMB Circular No. A-87 in effect on the Effective Date of the Agreement (codified at 2 C.F.R. Part 225) and the allowable/not-allowable costs identified in the TSA PGDS in effect as of the effective date of this Agreement.

## ARTICLE X – PAYMENT

The United States Coast Guard Finance Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the Aiport Authority must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) is mandatory for invoice payment; for information regarding SAM, please refer to <https://www.sam.gov/portal/public/SAM/>.

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred. For periods in which the Aiport Authority has not incurred a reimbursable expense, an invoice is not required. Expenses are considered to accrue on the date that the Aiport Authority is invoiced from a sub-contractor, supplier, or provider of services. Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the Aiport Authority within 120 days of receipt of each properly prepared invoice for reimbursement of incurred costs.

In the event that an invoice for reimbursable expenses is not received by the TSA within a twelve (12) month period, the TSA reserves the right to terminate the Agreement per Article XV "Termination."

The TSA reimbursement process consists of two steps.

Step 1 – Summary Invoice Submittal to the U.S. Coast Guard Finance Center for Payment, and at a minimum should contain the following information:

- (1) Agreement Number:HSTS04-13-H-CT1045
- (2) Invoice Number and Invoice Date
- (3) Complete Business Name and Remittance Address
- (4) Point of Contact with address, telephone, fax and e-mail address
- (5) Tax Identification Number and DUN's Number
- (6) Dollar Amount of Reimbursement requested
- (7) Signature of the Aiport Authority's authorized representative and the following certification language: *"This is to certify that the services set forth herein were performed during the period stated and that the incurred costs billed were actually expended for the Project."*

The Summary Invoice may be submitted by standard email or by electronic transmission to the following address(s):

Mailing Address: TSA Commercial Invoices  
USCG Finance Center  
P.O. Box 4111  
Chesapeake, VA 23327

Email: FIN-SMB-TSAINVOICES@uscg.mil

Step 2 – Submission of Summary Invoice and Supporting Documentation  
 Submittal to TSA for Approval of Payment:

The TSA CO and the COR are required to review and approve all invoices prior to payment. To aid in this review, the Airport Authority shall provide a copy of the Summary Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, services provided, and products delivered as well as the appropriate identifications that the Airport Authority has paid these obligations. The Airport Authority should provide this supporting information simultaneously with Step 1 to expedite the payment process.

The Support Documentation should contain the following items:

- Summary Invoice from Step 1
- An executive summary project overview with the first invoice
- A summary spreadsheet providing a categorized breakdown of the amount invoiced.
- Signed, approved and legible copies of each individual contractor's invoice to include schedules of values statements of work.
  - Copies of contracts and change orders that provide support for the actual work being invoiced
  - Vendor and subcontractor invoices with specific details about services provided
  - Rationale for all allocations or unusual calculations or assumptions
  - Proof of delivery to the project sponsor
  - Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific).
- Proof of payment by the Airport Authority for each invoice in the form of copies of check/warrants, bank wire transfers, or accounting systems transactions

The Summary Invoice and supporting documentation may be submitted by email or mail via CD or paper documents to the below addresses. The final closeout invoice should include proof that all required deliverables have been provided.

Shahzan Akber  
 Mail Stop TSA TSIF - #32  
 Transportation Security Administration  
 1 Post Office Way  
 Washington, D.C. 20528-6032  
 Email: OSTCBD @tsa.dhs.gov

William Melanson  
 C/O Mr. Henry Edquist  
 Faithful & Gould  
 1725 Duke Street, Suite #200  
 Alexandria, VA 22314  
 Phone: 571-403-8777  
 Email: Henry.Edquist@fgould.com

Upon completion of the review of the supporting documentation for the Summary Invoice, the TSA CO and the TSA RDM/COR will advise the Coast Guard Finance Center regarding payment of the Summary Invoice.

## **ARTICLE XI - AUDITS**

The Federal Government, including the Comptroller General of the United States, has the right to examine or audit relevant financial records for a period not to exceed three (3) years after expiration of the terms of this Agreement. The Aiport Authority's and its contractors must maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

The Aiport Authority shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The TSA CO or the authorized representative of the TSA CO shall have the right to examine and audit those records at any time, or from time to time. The right of examination shall include inspection at all reasonable times at the offices of the Aiport Authority or at the offices of the Aiport Authority's contractor(s) responsible for the Project. The Aiport Authority will be required to submit cost or pricing data and supporting information in connection with any invoice relating to this Agreement if requested by the TSA CO.

This Article XI shall not be construed to require the Aiport Authority or its contractors or subcontractors to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting practices.

The Aiport Authority shall insert a clause containing the terms of Article XI – Audits in all its contracts and subcontracts under this Agreement that exceed \$100,000.00 (One Hundred Thousand Dollars).

## **ARTICLE XII – REQUIRED FEDERAL PROCUREMENT PROVISIONS**

Competition in the award of contracts or procurements resulting from this Project is strongly encouraged and the Aiport Authority should promote competition to the maximum extent practicable.

The Aiport Authority agrees to include in its contract(s) a provision that the Airport Terminal designs for this Project are required to comply with the TSA's PGDS.

## **ARTICLE XIII – CHANGES AND/OR MODIFICATIONS**

Changes and modifications to this Agreement shall be in writing and signed by the TSA CO and duly executed by the authorized representative of the Aiport Authority. Any modification shall cite this Agreement and shall state the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed written modification shall be attached to this Agreement and thereby become a part of this Agreement.

## **ARTICLE XIV – DISPUTES**

When possible, disputes will be resolved by informal discussion between the parties. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Airport Authority or the TSA. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data. In the event that the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the TSA Assistant Secretary or his or her designee. The parties agree that the TSA Assistant Secretary's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

## **ARTICLE XV – TERMINATION**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any TSA additional obligations that might require payment.

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement.

## **ARTICLE XVI – CONSTRUCTION OF THE AGREEMENT**

This Agreement is an "other transaction" issued under 49 U.S.C. § 106(l) and 114(m)(1) and is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation. It is not intended to be, nor shall it be construed as creation of a partnership, corporation, or other business entity between the parties.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

In the event that any Article and/or parts of this Agreement are determined to be void or otherwise invalid or unenforceable, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except

as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

## **ARTICLE XVII - PROTECTION OF INFORMATION**

The parties agree that they shall take appropriate measures to protect all proprietary, privileged, confidential, or otherwise Sensitive Security Information (SSI) that may come into their possession as a result of this Agreement.

### **A. RELEASE OF TECHNICAL DATA**

No Sensitive Security Information (SSI), as defined in 49 CFR Parts 15 and 1520, concerning the scope of this Agreement, shall be published or released to the public without prior written approval of the TSA Assistant Secretary or his or her designee. Guidance regarding SSI may be found in Appendix G, "Checked Baggage Screening Equipment Sensitive Security Information Identification Guide", of the TSA PGDS.

### **B. RECORDS AND RELEASE OF INFORMATION**

All Sensitive Security Information (SSI), as defined in 49 CFR Part 1520, shall be handled in accordance with TSA policies and regulations. All employees, contractors, and subcontractors assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information, because they act for, or carry out duties for, or on behalf of the TSA. SSI may not be disclosed except in accordance with the provisions of that rule or where TSA otherwise approves.

### **C. MEDIA**

Neither the Airport Authority, nor its contractors shall make publicity or public affairs activities related to the subject matter of this Agreement unless written approval has been received from the TSA Office of Security Technology or the TSA Office of Strategic Communication and Public Affairs. The purpose of this provision is to preclude the inadvertent release of SSI to the general public.

## **ARTICLE XVIII - SURVIVAL OF PROVISIONS**

The following provision of this Agreement shall survive the termination of this Agreement: Article XII – Required Federal Procurement Provisions; Article XI – Audits; Article XIV – Disputes, Article XVII – Protection of Information and Article XVIII – Survival of Provisions.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**U. S. Department of Homeland Security  
Transportation Security Administration**

**Insert Airport Authority**

\_\_\_\_\_  
**William Melanson  
TSA Contracting Officer**

\_\_\_\_\_  
**Insert Name  
Title**

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

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

**Appendix A**  
**TSA Planning Guidelines and Design Standards**  
**Design Deliverables Checklist**

Figure 2-4  
**DELIVERABLES CHECKLIST**

PROJECT PHASE DELIVERABLES	SECTION	Completed		PROJECT PHASE DELIVERABLES	SECTION	Completed	
		Yes	No			Yes	No
<b>Pre-Design Phase</b>	<b>2.2.1</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Detailed Design Phase (continued)</b>		<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Alternatives Analysis Report		<input type="checkbox"/>	<input type="checkbox"/>	<b>70% Design Submittals (continued)</b>		<input type="checkbox"/>	<input type="checkbox"/>
Preferred Alternatives Analysis Report		<input type="checkbox"/>	<input type="checkbox"/>	Description of Operations		<input type="checkbox"/>	<input type="checkbox"/>
<b>Schematic Design Phase</b>		<input type="checkbox"/>	<input type="checkbox"/>	Preliminary Contingency Plan		<input type="checkbox"/>	<input type="checkbox"/>
Basis of Design Report	<b>2.2.2</b>	<input type="checkbox"/>	<input type="checkbox"/>	70% Specifications		<input type="checkbox"/>	<input type="checkbox"/>
Detailed Program Requirements		<input type="checkbox"/>	<input type="checkbox"/>	Draft Site Specific Configuration Management Plan		<input type="checkbox"/>	<input type="checkbox"/>
High-Level Flow-Based Modeling Assumptions and Results		<input type="checkbox"/>	<input type="checkbox"/>	Stakeholder Review and Approval Documentation		<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Concept Plans		<input type="checkbox"/>	<input type="checkbox"/>	70% Estimate of Probable Construction and O&M Costs		<input type="checkbox"/>	<input type="checkbox"/>
Phasing and Constructability Technical Memoranda		<input type="checkbox"/>	<input type="checkbox"/>	Phasing Schedule		<input type="checkbox"/>	<input type="checkbox"/>
RDM Estimate of Probable Construction and O&M Costs		<input type="checkbox"/>	<input type="checkbox"/>	Conveyor Manifest		<input type="checkbox"/>	<input type="checkbox"/>
Stakeholder Review and Approval Documentation		<input type="checkbox"/>	<input type="checkbox"/>	Updated EDS Equipment List		<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Project Schedule		<input type="checkbox"/>	<input type="checkbox"/>	<b>100% Design Submittals</b>	<b>2.2.3.3</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Detailed Design Phase</b>	<b>2.2.2</b>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Documents		<input type="checkbox"/>	<input type="checkbox"/>
<b>30% Design Submittals</b>	<b>2.2.3.1</b>	<input type="checkbox"/>	<input type="checkbox"/>	Final Description of Operations		<input type="checkbox"/>	<input type="checkbox"/>
Updated Basis of Design Report		<input type="checkbox"/>	<input type="checkbox"/>	Contingency Plans		<input type="checkbox"/>	<input type="checkbox"/>
Operational Standards Assessment		<input type="checkbox"/>	<input type="checkbox"/>	Project Specifications		<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Plans		<input type="checkbox"/>	<input type="checkbox"/>	Final Site Specific Configuration Management Plan		<input type="checkbox"/>	<input type="checkbox"/>
Cross Sections		<input type="checkbox"/>	<input type="checkbox"/>	Stakeholder Review and Approval Documentation		<input type="checkbox"/>	<input type="checkbox"/>
Description of Operations		<input type="checkbox"/>	<input type="checkbox"/>	Final Estimate of Probable Construction and O&M Costs		<input type="checkbox"/>	<input type="checkbox"/>
Baggage and Data Flow Charts		<input type="checkbox"/>	<input type="checkbox"/>	Final Phasing Schedule		<input type="checkbox"/>	<input type="checkbox"/>
Table of Contents for CBIS		<input type="checkbox"/>	<input type="checkbox"/>	Updated EDS Equipment List		<input type="checkbox"/>	<input type="checkbox"/>
Screening Equipment Installation Guidelines		<input type="checkbox"/>	<input type="checkbox"/>	Operations Training Materials and Documentation		<input type="checkbox"/>	<input type="checkbox"/>
Outline of Reporting Capabilities		<input type="checkbox"/>	<input type="checkbox"/>	<b>Construction Phase</b>	<b>2.2.4</b>	<input type="checkbox"/>	<input type="checkbox"/>
Stakeholder Review and Approval Documentation		<input type="checkbox"/>	<input type="checkbox"/>	Changes to Approved 100% Design Submittals		<input type="checkbox"/>	<input type="checkbox"/>
30% Estimate of Probable Construction and O&M Costs		<input type="checkbox"/>	<input type="checkbox"/>	Construction Schedule		<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Phasing Schedule		<input type="checkbox"/>	<input type="checkbox"/>	Courtesy Copies of Shop and Installation Drawings		<input type="checkbox"/>	<input type="checkbox"/>
Conveyor Manifest		<input type="checkbox"/>	<input type="checkbox"/>	<b>Testing and Commissioning Phase</b>	<b>2.2.5</b>	<input type="checkbox"/>	<input type="checkbox"/>
EDS Equipment List		<input type="checkbox"/>	<input type="checkbox"/>	Pre-ISAT Documentation		<input type="checkbox"/>	<input type="checkbox"/>
<b>70% Design Submittals</b>	<b>2.2.3.2</b>	<input type="checkbox"/>	<input type="checkbox"/>	ISAT Documentation		<input type="checkbox"/>	<input type="checkbox"/>
Updated Basis of Design Report		<input type="checkbox"/>	<input type="checkbox"/>	<b>Project Closeout Phase</b>	<b>2.2.6</b>	<input type="checkbox"/>	<input type="checkbox"/>
Updated Operational Standards Assessment		<input type="checkbox"/>	<input type="checkbox"/>	As-built CBIS Documentation Submittal		<input type="checkbox"/>	<input type="checkbox"/>
70% Design Drawings		<input type="checkbox"/>	<input type="checkbox"/>	Final Copy of the PLC Program with Drawings		<input type="checkbox"/>	<input type="checkbox"/>
Cross Sections		<input type="checkbox"/>	<input type="checkbox"/>	Final Copy of Disaster Recovery Procedures		<input type="checkbox"/>	<input type="checkbox"/>





## APPENDIX B, SCHEDULE OF DELIVERABLES

The following deliverables are required to be submitted by the A.B. Won Pat International Airport Authority.

Item	Submitted To:	Frequency or Due Date
Schedule to include Project Milestones (Design and proposed Construction)	TSA Deployment Manager, OSTCBD@tsa.dhs.gov and TSA Contracting Officer	Within 30 days of the A.B. Won Pat International Airport Authority awarding the design contract. Updates submitted with monthly TSA report.
Pre-Design Phase, Schematic, 30%, 70% and 100% Design deliverables	TSA Deployment Manager, OSTCBD@tsa.dhs.gov	In accordance with the TSA PGDS Deliverables Checklist
Preferred Alternative Package	TSA Deployment Manager, OSTCBD@tsa.dhs.gov	April 2013
30% Design	TSA Deployment Manager, OSTCBD@tsa.dhs.gov	June 2013
Design Contract Schedule of Fees	TSA Deployment Manager, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	Provide upon issuing Design Contract
Copies of the Design Contract(s) and Change Orders	TSA Deployment Manager, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	Change Orders requiring advanced TSA approval.
Monthly Project Report	TSA Deployment Manager, OSTCBD@tsa.dhs.gov	By the 10 <sup>th</sup> of each month. Electronic submission is requested.
Requests for Information or Clarification	TSA Deployment Manager	As needed
Final Invoice	TSA Deployment Manager TSA Contracting Officer, OSTCBD@tsa.dhs.gov	No later than 90 days after completion of the CBIS Construction Project.

The Monthly Project Report is to be submitted by the 10th of each month to the TSA Deployment Lead, and OSTCBD@tsa.dhs.gov and shall address the following:

- Design Schedule in both PDF and “live”/usable format to depict the critical path, baseline and actual date information; predecessors/successors. The Design Schedule will be used for all planned TSA activities.

**Attachment 1: A.B. Won Pat International Airport Authority Recapitalize EDS  
Candidate Units and Terminal Information**

<b><u>Main FIS</u></b>	<b><u>C613, C605</u></b>
------------------------	--------------------------

Chuck Ada  
Executive Manager  
Antonio B. Won Pat Guam International Airport Authority  
355 Chalan Pasaheru, Route 10A  
Tamuning, Guam 96931

February 26, 2013

Subject: A.B. Won Pat International Airport– TSA Recapitalization effort under TSA PDGS Version 4.1

Mr. Ada,

Thank you very much for your interest in working with Siemens to assist you in the development of the A.B. Won Pat International Airport Recapitalization effort project. We appreciate this opportunity to provide a proposal for the Baggage Handling System (BHS) engineering services for the above mentioned project.

At this time we are submitting only ROM pricing for the attached scopes of work until a final definition of the scope of work is agreed to. These two **ROM** prices are based on developing each scope of work in series, if a more defined scope is developed for both packages worked in parallel, an overall reduction in total cost could occur.

This proposal is for the baggage handling engineering services required to produce a 100% drawings and specifications for submittal to TSA for review in accordance with the published TSA Planning Design Guidelines and Design Standards (PGDS) Version 4.1 for the recapitalization effort. The pricing and scope of this system will be consider under the Mini In-Line CBIS requirements for PDGS 4.1

The project summary as defined by your Other Transaction Agreement (OTA) with the TSA for the Recapitalization effort at A.B. Won Pat International Airport is outlined below.

#### **Project Summary – Recapitalization Effort**

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#### **Deliverables:**

- 1) Establish and provide to TSA the current baggage rates in accordance with the PGDS (v.4.1), Chapter 5. The baggage rate analysis must be for the current year (2013), and forecast the baggage rate 6 years into the future (through 2019). The quantity of EDS machines as a result of Recap will be based on the future demand, which is based on the baggage rate analysis. The report shall include information (graphs, charts, tables, figures, diagrams, etc) about the steps and calculations performed (see PGDS Chapter 5).
- 2) Provide a report containing a minimum of two solutions (including a cost estimate formatted to the CWE in Appendix F of PGDS) that reflects the most cost efficient solution to recapitalize the EDS units (candidate units and terminal information are included in Attachment 1). The solutions shall take into account the available speed EDS machine options and the costs associated with the following elements:
  - a. EDS price
  - b. EDS maintenance
  - c. Phasing required to install the new EDS units
  - d. Necessary modifications to the Baggage Handling System (BHS) (e.g. egress, quick disconnect, accommodations for new EDS machines)
- 3) The report shall include a cost/benefits analysis comparison, advantages and disadvantages for each solution, and a suggestion as to the best solution proposed. Provide documentation of airport/airline configuration changes that will affect the current and future baggage rates (additional gates, airline moves, additional flights,

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- etc). This documentation shall also include the Aiport Authority master plan, when available.
- 4) Identify and provide a required statement of work, whenever minor BHS changes are necessary to accommodate the replacement EDS machines. By providing this statement of work, the Aiport Authority is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.
  - 5) If major BHS system modifications are needed, the Aiport Authority shall provide a scope of work with a solution to support the increased baggage rate requirement (see "Constraints", paragraph 4). By providing this statement of work, the Aiport Authority is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.

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## Constraints:

- A) The Aiport Authority must comply with the following rules and regulations governing the deliverables to be provided in support of the TSA Recapitalization Program:
  - 1) Reports shall contain ALL supporting documentation. This documentation includes, but is not limited to: flight schedules, airport master plan, arrival distributions applied, equipment demand calculations, cost analysis tools, among others. The TSA reserves the right to request any additional information that is not provided along with the deliverables listed in this section.
  - 2) PGDS where applicable.
  - 3) Contact TSA to obtain the available historical data of the airport in study. The historical data includes:
    - Monthly total passengers per checkpoint
    - Daily total passengers per checkpoint
    - Hourly total passenger per hour
    - Bag information reports (a.k.a. FDRS reports) for all the EDS for the ADPM
    - Bags per passengers for each airline
    - Enhanced Staffing Model results and reports
  - 4) If the existing BHS is unable to sustain the future expected baggage rate, as predicated by EDS machine replacement alone, the system may not be a viable candidate for the Recapitalization effort. If this is the case, please contact the TSA Regional Deployment Coordinator (RDC).
  - 5) If the Field Data Reporting System (FDRS) reports are available and can be provided by the TSA, the Aiport Authority shall use this data to establish the baggage rate demands and contrast it with the flight schedule analysis.
  - 6) When possible, the replacement EDS units shall be of the same type as the existing EDS equipment that is currently deployed at the airport, to eliminate an unnecessary need for a new network system, and any other unnecessary modifications to the system.
  - 7) The Aiport Authority shall examine the existing BHS's status and ensure that the conveyor system is capable of supporting the new EDS rate, independently and as a system. (The intent is that the EDS machines can be fully utilized at their rated capacity). Redundant EDS machines – as per the PGDS – are to be an integral requirement. If major BHS modifications are needed, and only with the RDM's approval, the Aiport Authority may produce a scope of work with a solution to support the increased rate requirements. By providing a scope of work, the Aiport Authority is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.

In both solutions provided pursuant to this OTA, the Aiport Authority shall identify the removal path for the EDS machines, include special requirements, and/or identify limitations or constraints.

This Design Services Project requires the Aiport Authority to provide the architect and engineering services to develop the design and construction specifications to install the inline systems designated for replacement within the Airport Terminal (hereinafter the Design Project). The Checked Baggage Inspection System (CBIS) design needs to address Airport Terminal modifications required to be made to incorporate the new systems to include

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required changes per the instructions below: The objective of the Design Services Agreement is to provide the design documents and specifications to identify the necessary construction modifications required to install an inline CBIS to enhance the security and baggage screening capabilities at the Airport. The TSA detailed design deliverables for each Design Phase to be provided by the Airport Authority are outlined per Appendix A of this Agreement. The Design Phases include:

1. Pre-Design Phase: Preliminary Alternative Analysis Report and Preferred Analysis Report
2. Schematic Design Phase: Basis of Design Report and associated deliverables
3. Detailed Design Phase
  - a. 30 % Design Submittals and associated deliverables
  - b. 70% Design Submittals and associated deliverables
  - c. 100% Design Submittals and associated deliverables
4. Construction Bid proposal documentation to include contract solicitation, requirements issued to prospective contractors, bid specifications and other applicable documents that complete the local request for proposal package listed at the CITY's public point of entry.
5. Construction Bid proposal evaluation.

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## ROM Pricing - Recapitalization Effort

1. We are estimating that this project should take approximately 3 months for the entire scope of work including time for all required site trips (3 trips and 9 man days).
2. Travel expenses have not been included in the project estimate below for any travel. All travel and per diem will be billed at actual expenses plus 10% for processing (airline tickets, hotel, car and \$50.00/day per Diem) estimated at approximately \$7,500 for project.
3. Simulation of the conveyor system may be required and we have budgetary estimates of \$6,500 for a 100% AVI development and deliverable for just the screening matrix.
4. All submittal packages will be delivered on CD on PDF format. CADD drawings can be supplied if requested.
5. This price includes the development of the bid packages with A.B. Won Pat International Airport using the TSA submittal information.
6. Siemens will be working for you as a subcontractor; as such we (Siemens) will want to bid on the project when the project solicitation occurs.
7. Our proposal is based on mutually agreeable terms and conditions between Siemens and A.B. Won Pat International Airport.

Pre-Design Phase	\$ 11,700
Schematic Design Submittal	\$ 17,550
30% Design Submittal	\$ 40,950
70% Design Submittal	\$ 23,400
100% Design Submittal	\$ 23,400
Construction Bid Proposal Documentation (BHS scope only)	\$ 5,000
Construction Bid Proposal Evaluation (BHS scope only)	\$ 3,000
Travel and Simulation Budget	\$ 14,000
<b>TOTAL</b>	<b>\$ 139,000</b>

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## **Project Summary – Optimization Effort**

The scope identified below indicates the basis for the work by the designer to achieve a TSA compliant submittal for a 100% EDS; if during the evaluation process it was determined that the scope would produce a submittal for an Optimization of the existing system the following scope would be included. . As the requirement for your project is only a Recapitalization many of the deliverables below are required by both efforts, however the work load for the Optimization effort is larger than for the Recapitalization effort.

A 100% TSA design submittal consists of 5 phases.

- Pre-Design Phase
- Schematic Design Phase
- 30% Design Phase
- 70% Design Phase
- 100% Design Phase

Our design as well as budgetary pricing will incorporate all PDGS requirements for Version 4.1 as well as incorporating all of our “Lessons Learned” from previous projects.

Antonio B. Won Pat Guam International Airport Authority may be required to assist Siemens by providing local information pertaining to operations for the airport and the TSA as well as budgetary construction costs to accommodate the baggage handling system, if required.

Antonio B. Won Pat Guam International Airport Authority and Local Stakeholders may be required to assist Siemens by providing local information pertaining to the operations for the airlines and the TSA.

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## **Pre-Design Phase**

### **Below is the breakdown of the Pre-Design Phase:**

- Task 1 - Data Collection and Facilities Inventory
- Task 2 - Zoning Scheme Definitions and Demand Estimates
- Task 3 - Preliminary Screening Alternatives Development
- Task 4 - Preliminary Screening Alternatives Evaluation
- Task 5 - Preliminary Screening Alternatives Selected
- Task 6 - Preliminary Alternatives Analysis Report
- Task 7 - Selected Screening Alternative Refinement Task 8 – Staffing Level Estimates for life cycle costs
- Task 9 - ROM Evaluations and Life-Cycle Cost Analyses
- Task 10 - Preferred Screening Alternative Selection
- Task 11 - Preferred Alternatives Analysis Report
- Task 12 - Approval/Rejection and Submittal Comments

### **Deliverables for Pre-Design**

The significant deliverables to be submitted by the project sponsor to the TSA during the Pre-Design Phase are listed below in chronological order:

- Preliminary Alternatives Analysis Report. This report should document the assumptions and methodology used to derive the design-year baggage screening demand, the process used to develop alternatives, a description of all alternatives considered, and a list of the preliminary set of alternatives to be carried forward for analysis on a life-cycle cost basis.

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- Preferred Alternatives Analysis Report. This report should document the life-cycle cost analysis and basis for selection of the preferred alternative(s) to be further developed in the Schematic Design Phase.

## TSA Responsibilities

- As part of the review process during the Pre-Design Phase, TSA Headquarters is expected to provide the project sponsor with the following:
  - Estimates of staffing levels necessary to complete the lifecycle cost analysis in preparing the Preferred Alternatives Analysis Report.
  - Formal approval/rejection and comments on the report submittals.

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## Schematic Design Phase

### Below is the breakdown of the Schematic Design Phase:

Task 1 - Preferred Alternative Refinement.

Task 2 - ROM and the Life-Cycle Cost Refinement.

Task 3 - Program Schedule Refinement.

Task 4 - Indication of Expected Equipment Type.

Task 5 - Basis of Design Report.

Task 6 - Approval/Rejections and Submittal Comments.

Task 7 - ILDT/TSA Meeting.

### Deliverables for Schematic Design

The major deliverable for this phase will be a Basis of Design Report, which will add the following elements to Pre-Design Phase work products:

- Detailed Program Requirements, including planning and modeling assumptions and results, a conceptual system overview, and a system evaluation of the preferred alternative which will be the proposed system in the bid documents
  - High-level flow-based modeling assumptions and results based on information supplied by TSA, Airport Authority and flight data obtained from OAG .
  - Preliminary Concept Plans for the existing BHS, as well as the planned configuration of the in-line CBIS.
  - Phasing and Constructability Technical Memoranda documenting project-specific issues for each discipline, including CBIS design and architectural, structural, mechanical, plumbing, electrical, and communications considerations.
  - ROM estimate of probable construction costs and operating and maintenance (O&M) costs based on the Basis of Design Report documentation.
  - Documentation of stakeholder review and approval.
  - Preliminary Project Schedule.
  - TSA Responsibilities
    - As part of the review process at the end of the Schematic Design Phase, TSA Headquarters is expected to provide the project sponsor with the following: (A.B. Won Pat International Airport)
    - Preliminary indication of expected equipment type to be delivered. (assumed this has already happened)
    - Formal approval/rejection and comments on the Basis of Design Report. (we only expect comments back on our design assumptions)
  - TSA Funding Application we will work with you to submit the application.
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## 30% Design Phase

### Below is the breakdown of the 30% Design Tasks:

- Task 1 - Based on the TSA-approved Basis of Design Report, refine detailed design.
- Task 2 - Refine ROM construction and O&M cost estimates.
- Task 3 - Update the preliminary program schedule developed in the Schematic Design Phase.
- Task 4 - Obtain an updated indication of expected equipment type(s) from TSA.
- Task 5 - Submit the 30% design deliverables specified below.
- Task 6 - Receive comments on the 30% design submittals and formal approval/rejection from TSA.
- Task 7 - Receive TSA memorandum stating that TSA responses must be addressed and that the CBIS design cannot be bid until after TSA approval of the 100% design submittal.
- Task 8 - Conduct a meeting with the ILDT and TSA to review the 30% design submittals.

### Deliverables for 30% Design Package

Preliminary Plans for all disciplines, including: – Plan views of outlined conveyors (and rights of ways), mechanical, showing EDS locations and CBRA area(s) – EDS machine removal route as well as all other O&M related access

#### Inclines/declines

- Conveyor delineations, especially near the EDS machines and in the CBRA
- Conveyor identification (ID) labels
- Elevations of significant areas (floor/wall penetrations, steep gradients, congested areas)
- Top of Bed (TOB) approximate elevations
- Approximate (Master Control Panel) MCP locations
- Demolition and phasing plans
- CBRA plans shall include:
  - Elevations
  - Bag lift-assist operation
  - BRPs in relation to workstations
  - OS bag staging
  - Shrouding materials
  - Flooring material
  - Lighting design
  - Noise reduction design
  - Minimum environmental conditions
- Cross Sections showing the vertical dimensions of the CBIS including equipment removal paths.
- Prepare an Operational Standards Assessment (OSA) including a BHS Simulation Analysis and AVI as described in the PGDS
- Table of contents for CBIS but not limited to specifications for equipment for On-Screen Resolution (OSR) room, CBRA, BSDs, conveyor specifications prior to EDS, insert/removal point of IQ bags, and reference to all of the TSA-furnished screening equipment to be used in the CBIS.
- Screening Equipment Installation Guidelines, documenting the satisfactory accommodation of the selected screening equipment in compliance with the manufacturer's site-installation guide.
- Outline of Reporting Capabilities to be provided by the CBIS (see Appendix A for examples of detailed reports generated.)
- Documentation of stakeholder review and approval, including responses to TSA OSO and OST comments concerning OSR and CBRA areas for TSA review.
- 30% estimate of probable construction and O&M costs.
- Preliminary phasing schedule
- Conveyor manifest showing:



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- Conveyor identifiers
  - Approximate conveyor lengths
  - Approximate conveyor speeds
- A list of EDS equipment, by make, model, and serial number that will be decommissioned after the proposed inline system is operational.

## TSA Responsibilities

As part of the review process at the end of the 30% design subphase, TSA Headquarters is expected to provide the project sponsor with the following:

- Updated indication of expected equipment type to be delivered.
- Formal approval/rejection and comments on the 30% design submittals.
- A memorandum from TSA stating that TSA responses must be addressed (if appropriate) and that the CBIS design cannot be bid until after TSA approval of the 100% design submittal.

## Meetings

- A meeting will be conducted with the ILDT and TSA at the end of this sub-phase to review the above-mentioned deliverables

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## 70% Design Phase

### Below is the breakdown of the 70% Design Phase:

Task 1 - Based on TSA-comments on the 30% design submittals, refine detailed design drawings.

Task 2 - Refine ROM construction and O&M cost estimates.

Task 3 - Update the preliminary program schedule developed in the 30% design sub-phase.

Task 4 - Obtain an updated indication of expected equipment type from TSA.

Task 5 - Submit the 70% design deliverables specified below.

Task 6 - Receive comments on the 70% design submittals and formal approval/rejection from TSA.

Task 7 - Conduct a meeting with the ILDT and TSA to review the 70% design submittals.

### Deliverables for 70% Design Package

- Updated Basis of Design Report.
- Prepare an Operational Standards Assessment (OSA) including a BHS Simulation Analysis and AVI as described in the PGDS
- 70% design drawings for all disciplines, including:
- Mechanical drawings, including:
  - Motor/drive package locations
  - Catwalk/platforms/ladders and stairways
  - Dimensions of points of intersection
  - Realistic elevations and TOB identifiers, including areas of interest
  - Pertinent details (specific required structural attachments, maintenance space requirements, etc.)Notable interference issues
- Demolition requirements
- Electrical
  - Control station locations
  - E-stop zones (drawings which reflect areas and activating stations)
  - Device locations (photo-eyes, shaft encoders, audio/visual alarms, remote I/O boxes)
  - Final MCP locations and sizing

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- EDS machine removal route as well as all other O&M related access
- Control room location (if applicable)
- Demolition and phasing plans
- Any refinements to CBRA plans
- Cross sections showing the vertical dimensions of the CBIS.
- Refinements to the Description of Operations including refinements to the discussion of how the system is intended to work with emphasis on the CBRA
- Preliminary Contingency Plan describing contingency operations in the event of:
  - Screening equipment failure
  - Conveyance equipment failure
  - Loss of utility power
  - Unplanned surges in system demand
- 70% specifications, with specific reference made to the responsibility of the BHS contractor to meet TSA-specified CBIS design performance requirements and current CBIS commissioning requirements for final TSA approval as well as documentation on the reporting capabilities for which the CBIS is designed and related operational procedures (e.g., jam clear procedures).
- Draft Site-Specific Configuration Management Plan,
- Documentation of stakeholder review and approval, including responses to TSA OSO and OST comments concerning OSR and CBRA areas for TSA review.
- 70% estimate of probable construction and O&M costs.
- Refined phasing schedule.
- Conveyor manifest, including:
  - Motor sizing
  - Total amperage requirements
  - Conveyor speeds (refined)
- An updated list of EDS equipment, by make, model, and serial number that will be decommissioned after the proposed in-line system is operational.

## TSA Responsibilities

As part of the review process at the end of the 70% design subphase, TSA Headquarters is expected to provide the project sponsor with the following:

- Updated indication of the expected equipment type to be delivered.
- Formal approval/rejection and comments on the 70% design submittals.

## Meetings

- A meeting will be conducted with the ILDT and TSA at the end of this sub-phase to review the above-mentioned deliverables.

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## 100% Design Phase

### **Below is the breakdown of the 100% Design Phase: (All Tasks Required in Recapitalization)**

- Task 1 - Based on TSA-comments on the 70% design submittals, refine and finalize detailed design drawings.
- Task 2 - Refine and finalize ROM construction and O&M cost estimates.
- Task 3 - Update the preliminary program schedule developed in the 70% design sub-phase.
- Task 4 - Confirm with TSA the exact equipment to be delivered and expected delivery schedule.
- Task 5 - Submit the 100% design deliverables specified below.
- Task 6 - Receive comments on the 100% design submittals and formal approval/rejection from TSA.
- Task 7 - Conduct a meeting with the ILDT and TSA to review the 100% design submittals.

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## Deliverables for 100% Design Package

- Bid Documents, including: We will include the following with our 100% submittal package; however they will not be titled Bid Documents. We will supply CADD files, excel and word documents for your use.
  - Cover sheet (with noted stakeholders, project locale, title, dates, revision block).
  - Drawing index
  - Legend sheet
  - Mechanical
    - Conveyor manifest sheet(s)
    - Plan views (including catwalk, stairs, egress)
- Elevation views
  - Project specific/standard details
  - Phasing drawings
  - Demolition requirements
- Electrical
  - Control stations/devices/MCP locations
  - E-stop zones, with relevant control station
- Demolition and phasing plans
- EDS machine removal route as well as all other O&M related access
- CBRA plans
- Final Description of Operations including the final discussion of how the system is intended to work with emphasis on the CBRA
- Contingency Plans, including diagrammatic depictions of baggage screening contingencies, as well as other screening methods and mitigation measures. A consolidated document shall be provided to TSA describing the conditions that would trigger mitigation measures and protocols for operation. In addition, a directory of all project stakeholders with direct responsibilities for operation of the CBIS should be included in the document. (all contingency plans would come from A.B. Won Pat International Airport with our assistance)
- Project specifications, with specific reference as to the responsibility of the BHS contractor to meet TSA-specified
- CBIS design performance requirements and current commissioning requirements for final TSA approval, including functional specifications of the system.
- Final Site-Specific Configuration Management Plan, including any updates on documentation of the boundaries of the screening system, areas of responsibility among TSA, the project sponsor, and the airlines (if they are not the project sponsor), and procedures for documenting and informing relevant parties of modifications to the CBIS after submission of documentation for the SSTP.
- Documentation of stakeholder review and approval, including responses to TSA OSO and OST comments concerning OSR and CBRA areas for TSA review. (A.B. Won Pat International Airport)
- Final estimate of probable construction and O&M costs.
- Final phasing schedule.
- An updated list of EDS equipment, by make, model, and serial number that will be decommissioned after the proposed in-line system is operational.
- Operations training materials and documentation

## TSA Responsibilities

As part of the review process at the end of the 100% design subphase, TSA Headquarters is expected to provide the project sponsor with the following:

- Confirmation of the exact equipment to be delivered and the expected delivery schedule.
- Formal approval/rejection and comments on the 100% design submittals.

## Meetings

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- A meeting will be conducted with the ILDT and TSA at the end of this sub-phase to review the above-mentioned deliverables.

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## ROM Pricing - Optimization Effort

1. We are estimating that this project should take approximately 6 months for the entire scope of work including time for all required site trips (approximately 6 trips and 18 man days).
2. Travel expenses have not been included in the project estimate below for any travel. All travel and per diem will be billed at actual expenses plus 10% for processing (airline tickets, hotel, car and \$50.00/day per Diem) estimated at approximately \$15,000 for project.
3. Simulation of the conveyor system will be required and we have estimated it will be \$10,000 for the 30% AVI development and deliverables through 100% design.
4. All drawings will be transmitted to you as \*.dwg files for your use under your own boarders if required, all other documents submitted in Microsoft Word, Excel, Projects, etc.
5. This price includes the development of the bid packages with A.B. Won Pat International Airport using the TSA submittal information.
6. Siemens will be working for you as a subcontractor; as such we (Siemens) will want to bid on the project when the project solicitation occurs.
7. Our proposal is based on mutually agreeable terms and conditions between Siemens and A.B. Won Pat International Airport.

Pre-Design Phase	\$ 28,000
Schematic Design Submittal	\$ 42,000
30% Design Submittal	\$ 98,000
70% Design Submittal	\$ 56,000
100% Design Submittal	\$ 56,000
Travel and Simulation Budget	\$ 25,000
<b>TOTAL</b>	<b>\$ 305,000</b>

We have assumed Siemens terms and conditions for this proposal. Our proposal is valid for 45 days. If you have any questions please call me at anytime at (972) 947-7465 or on my cell at (817) 475-6240.

Sincerely,  
Siemens Industry Incorporated



Dan Stricklin  
Business Development Manager

Cc: Frank Santos

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

**INVITATION FOR BID  
RESIDENTIAL SOUND INSULATION PROGRAM PHASE 2A  
IFB NO. GIAA-C02-FY13  
PROJECT NO. GIAA-FY13-02-5; AIP NO. 3-66-0001-69 & 75**

February 28, 2013

**Purpose**

Board action is requested to approve the bid award of the above project under the Invitation For Bid No. GIAA-C02-FY13.

**Background**

The project is under the Noise Mitigation Grant Program which has an overall objective of providing noise reduction to selected homes mostly affected by the aircraft operations. The project consists of alterations and modifications to privately owned and occupied selected residences. The work includes minor removal/demolition and installation of windows, doors, door frames, interior wall/ceiling treatments, air conditioning system and electrical system modifications.

**Procurement Background**

The solicitation announcement was advertised through the local newspapers during the months of December 2012 and January 2013. The bid submission deadline and bid opening took place on February 5, 2013.

Fourteen (14) firms/individuals purchased bid package and six (6) firms submitted bid proposal before the submission deadline. All six (6) firms were evaluated and determined that five (5) firms to be acceptable. As required by the Procurement Rules and Regulations, the bids were publicly opened and read aloud in the presence of the bidders.

The submitted bids are presented below:

<b>BIDDER'S NAME</b>	<b>AMOUNT</b>
ProPacific Builder Corp.	\$1,914,500.00
BME & Sons Inc.	\$1,803,824.85
J&B Modern Tech	\$1,981,422.59
Nippo Corporation	\$1,787,324.04
Reliable Builders Inc.	\$2,239,987.31
Inland Builders Corp.**	\$1,639,950.00

\*\*rejected for non compliance

### **Legal Review**

Upon receipt of the required Performance and Payment Bonds, contract documents will be forwarded to legal counsel for review prior to execution and issuance of Notice to Proceed.

### **Financial Review**

The lowest responsive, responsible total bid amount received is \$1,787,324.04. Funding for this project is available under the AIP grant no.3-66-0001-69 & 75.

### **Recommendation**

Management recommends the contract award of **\$1,787,324.04** to **Nippo Corporation**, who has been determined to have met the standards of responsibility and responsiveness outlined in Guam Procurement Regulations.



P.O. Box 8770  
Tamuning, GU 96931

Tel (671) 646-0300  
Fax (671) 646-8823

[www.guamairport.com](http://www.guamairport.com)

February 26, 2013

**MEMORANDUM**

**TO:** Charles H. Ada II, Executive Manager

**FROM:** Franklin P. Taitano, Supply Management Administrator  
Victor J. Cruz, Chief Engineer

**SUBJECT:** Bid Evaluation and Recommendation "Invitation For Bid"  
Residential Sound Insulation Program Phase 2A  
IFB No. GIAA-C02-FY13  
Project No. GIAA-FY13-02-5; AIP No. 3-66-0001-69 & 75

**Procurement Background:**

The above referenced Invitation For Bid was publicly announced through the local newspaper during the months of December 2012 and January 2013. The bid submission deadline and bid opening took place on February 5, 2013.

Fourteen (14) firms/individuals purchased the bid package and six (6) firms submitted proposals before the bid submission deadline. The bid submittals were opened in the presence of the bidders, members of the public and several GIAA representatives. The bid offer was read aloud by the Supply Management Administrator and tabulated by a Procurement staff.

The results of the bid price submittals are as follows in the order they were received and opened:

BIDDER'S NAME	AMOUNT
ProPacific Builder Corp.	\$1,914,500.00
BME & Sons Inc.	\$1,803,824.85
J&B Modern Tech	\$1,981,422.59
Nippo Corporation	\$1,787,324.04
Reliable Builders Inc.	\$2,239,987.31
Inland Builders Corp.**	\$1,639,950.00

\*\*rejected for non compliance

**Bid Analysis and Evaluation:**

Pursuant to Section 9 of the Instructions to Bidders, the contract is to be awarded, if it is to be awarded, as soon as possible to the lowest responsible, responsive bidder. To determine the responsibility of bidders, the bid package specified the required documents that bidders must submit with their bid packages. The attached abstract illustrates the inventory of required documents and bidders submittal.



***Propacific Builders Corp.:*** The firm has submitted a total bid price of \$1,914,500.00. The bidder submitted a copy of their current Guam Contractors License #5135. All other required documents are complete and in conformance with the Invitation For Bid.

***BME & Sons Inc.:*** The firm has submitted a total bid price of \$1,803,824.85. The bidder submitted a copy of their current Guam Contractors License #3028. All other required documents are complete and in conformance with the Invitation For Bid.

***J&B Modern Tech:*** The firm has submitted a total bid price of \$1,981,422.59. The bidder submitted a copy of their current Guam Contractors License #7487. All other required documents are complete and in conformance with the Invitation For Bid.

***Nippo Corporation:*** The firm has submitted a total bid price of \$1,787,324.04. The bidder submitted a copy of their current Guam Contractors License #7978. All other required documents are complete and in conformance with the Invitation For Bid.

***Reliable Builders Inc.:*** The firm has submitted a total bid price of \$2,239,987.31. The bidder submitted a copy of their current Guam Contractors License #1224, #6519, #5288. All other required documents are complete and in conformance with the Invitation For Bid.

***\*\*Inland Builders Corp.:*** The firm has submitted a total bid price of \$1,639,950.00. The bidder submitted a copy of their current Guam Contractors License #1072. All other required documents are complete and in conformance with the Invitation For Bid. The bidder did not submit the required "Buy American Preferences".

***\*\*The proposal was submitted to the designer of record, Rim Architects to evaluate and to determine if the proposed materials meet the minimum required specifications. Although the firm submitted all the documents required under this bid, the proposed specification did not meet all the required minimum specifications according to the attached analysis submitted by Rim Architect. Inland Builders Corp. is deemed to be non-responsive and non-responsible bidder. Therefore, the bid is rejected.***

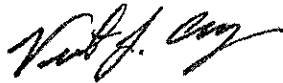
**Recommendation:**

Pursuant to the guidelines in Item 9 of the Instruction to Bidders, the award of contract will be made to the **lowest responsible, responsive bidder**. Nippo Corporation has been determined to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Regulations and has deemed to be the lowest responsible, responsive bidder.

Therefore, it is recommended that **Nippo Corporation** be awarded the contract in the amount of **\$1,787,324.04** for this project.

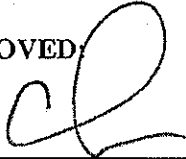


Should you have any questions or concerns, please call our office at your convenience.

  
Victor Cruz

  
Franklin P. Taitano

APPROVED:



---

**CHARLES H. ADA II**  
Executive Manager

attachment

cc: Admin/Proc/Eng/Expansion

INVITATION NUMBER: GLAA-C02-FY13 PROJECT NO: GLAA-FY13-02-5; AIP NO. 3-66-0001-69 & 75 RESIDENTIAL SOUND INSULATION PROGRAM PHASE 2A		Antonio B. Won Pat Guam International Airport Authority <b>BID ABSTRACT</b>															Opening Date: 5-Feb-13  Opening Time: 2:00 P.M.		Page 1 of 1 pages No. of Invitations Issued: 14  No. of Bids Received: 16		
SUMMARY OF SCOPE OF WORK:		Special Reminder to Prospective Bidders	BID GUARANTEE Cashier's Check Letter of Credit Bid Bond	Disclosure of Major Shareholders	Non-Collusion Affidavit	Statement of Previous Contracts Subject to FID	Certification of Non- Segregated Facilities	Designation of Sub- contractors	Statement of Experience of Bidders with Revenues	Certificate Concerning Foreign Interest	CFR 29 Part 29 Reg for Solicitation	Certification Contractors, Grants, Loans, & Coop Agreement	Certification of Bidders Regarding FID	Buy American Certificate	Standard Clause for DBE	Licenses or Contractors License	ADDENDUMS			TOTAL BID PRICE	
																		A	B	C	
1	Pacific Builder Corp.	✓	BB 012413 15%	✓	✓	✓	✓	(A)	(B)	✓	✓	✓	✓	✓	✓	✓	(C)	✓	✓	✓	\$1,914,500.00
2	BME & SON Inc	✓	BB 117 15%	✓	✓	✓	✓	(A)	(B)	✓	✓	✓	✓	✓	✓	✓	(C)	✓	✓	✓	\$1,803,824.81
3	J & B Modern Tech	✓	BB BNO202222A01 15%	✓	✓	✓	✓	(A)	(B)	✓	✓	✓	✓	✓	✓	✓	(C)	✓	✓	✓	\$1,981,422.55
4	Nippo Corporation	✓	BB 15%	✓	✓	✓	✓	(A)	(B)	✓	✓	✓	✓	✓	✓	✓	(C)	✓	✓	✓	\$1,787,324.9
5	Reliable Builders Inc	✓	BB 254 15%	✓	✓	✓	✓	(A)	(B)	✓	✓	✓	✓	✓	✓	✓	(C)	✓	✓	✓	\$2,239,987.
6	Inland Builders Corp.	✓	BB 15%	✓	✓	✓	✓	(A)	(B)	✓	✓	✓	✓	(D)	✓	✓	(C)	✓	✓	✓	\$1,639,950.00
7																					
8																					
9																					
10																					

I hereby certify that all bids received in response to this invitation were opened under my personal supervision and that the names of all bidders have been entered herein.

TABULATED BY:   
 SIGNATURE

Date: 2/5/13

BASIS FOR AWARD:  
 A. LOWEST RESPONSIVE & RESPONSIBLE BIDDER  
 B. HIGHEST RESPONSIVE & RESPONSIBLE BIDDER  
 C. OTHER AWARD  
 D. OTHER

INVITATION NUMBER: GLAA-C02-FY13

PROJECT NO: GLAA-FY13-02-5; AIP NO. 3-66-0001-49 & 75

RESIDENTIAL SOUND INSULATION PROGRAM PHASE 2A



Antonio B. Won Pat

International Airport Authority, Guam

NOTES/REMARKS FOR BID ABSTRACT

Vendor No.	COMMENTS
1	(A) SUBCONTRACTORS "NONE" (B) PROJ. LIST 2006-2013, w/RESUMES (C) GCL #5135 FOR REQUIRED B.
2	(A) DESIGNATES "POLYPHASE INC." FOR ELECTRICAL WORK (B) PROJ. LIST 2009-2013, w/RESUMES (C) GCL #3028 FOR REQUIRED B.
3	(A) SUBCONTRACTORS "NONE" (B) PROJ. LIST 2003-2012, w/RESUMES (C) GCL #7487 FOR REQUIRED B.
4	(A) DESIGNATES "POLYPHASE SYSTEMS INC." FOR ELECTRICAL / "TJI AIRCONDITIONING" FOR AIRCONDITIONING WORK. (B) PROJ. LIST 2002-2012, w/RESUMES (C) GCL #7978, FOR REQUIRED B.
5	(A) DESIGNATES "MER CONTRACTOR" FOR MECHANICAL / "PIC (GUAM), INC." FOR ELECTRICAL WORK (B) PROJ. LIST 2003-2012, w/RESUMES (C) GCL #1224, #6519, #5288 FOR REQUIRED B.
6	(A) SUBCONTRACTORS "NONE" (B) PROJ. LIST 1988-2012, w/RESUMES (C) GCL #1072 FOR REQUIRED B. (D) NOT COMPLIANCE TO "BUY AMERICAN CERTIFICATE"
7	
8	
9	
10	

Prepared By:   
SIGNATURE

## MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

CITY OF TAMMUNING )  
 ) ss.  
ISLAND OF GUAM )

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

- ☐ The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- ☒ The offeror is a corporation, partnership, joint venture, or association known as *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
<u>NIPPON OIL CORP.</u>	<u>1-3-12 Nishi Shinbashi</u>	<u>57.2%</u>
<u></u>	<u>Minatoku, Tokyo</u>	<u></u>
<u></u>	<u>105-8412 Japan</u>	<u></u>

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
<u>NONE</u>	<u>N/A</u>	<u>N/A</u>

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

  
MAKOTO NAKAGAWA  
GEN. MANAGER NIPPO CORP. GUAM

Signature of one of the following:

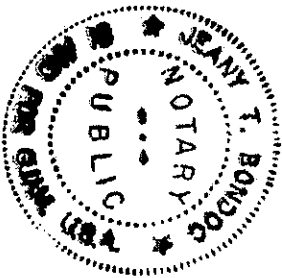
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this  
28<sup>th</sup> day of JANUARY, 2012 <sup>8</sup>  
2013

NOTARY PUBLIC

My commission expires: APRIL 02, 2016

**JEANY T. BONDOC**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: April 02, 2016  
P.O. Box 26823 Barrigada, Guam 96921



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



ALASKA • CALIFORNIA • GUAM • HAWAII

316 Hernan Cortez Avenue, Suite 300

Mayáña, Guam 96910

Phone: 671.477.2111

Fax: 671.477.2125

[www.rimarchitects.com](http://www.rimarchitects.com)

February 22, 2013

PCR Environmental  
266 Father San Vitores St.  
Tamuning, Guam 96911

Re: **Residential Sound Insulation Program Phase 2**  
**Tiyan, Guam**  
**RIM Project No. 09406**

Dear Ms. Tara Perez-Steffy,

As requested, we have reviewed the documentation submitted by Inland Builders to justify the use of non-domestic materials (aluminum windows and doors) as provided for in the "Buy American Preferences" provision in the bid documents for the Residential Sound Insulation Program Phase 2. The following is our analysis and recommendations.

1. Inland Builders states as their justification that the "Buy American Preference" provision states that "manufactured products from non-domestic sources are allowed if inclusion of domestic material will increase the cost of the overall project contract by more than twenty-five percent (25%). They then include calculations that show that their bid increased by more than 25%. The problem with their justification is they are just comparing costs with their own bid and not the bids submitted by others on the project. The actual cost that it should be compared to is the bid of the next lowest bidder, Nippo Corporation, who from the documentation is using domestic materials throughout the project. This comparison shows that the overall project contract price would only increase by approximately nine-percent (9%) and based on a level playing field assuming all the other bidders used domestic materials in their bids; Inland Builders would be ranked 5<sup>th</sup> out of the six bidders.
2. Inland Builders has provided no documentation that the windows and doors will meet the project specifications. In fact, what they have provided has made it dubious in our minds that they will. In the notes of their justification, they state it is noteworthy that the non-domestic windows are not pre-fabricated like the domestic windows. This is noteworthy in the fact that it raises doubts in our minds that the windows will meet the specifications, because the domestic windows are prefabricated in a factory under controlled conditions and that the quality control of the fabrication of the windows is much better, which will lead to a higher quality product.
3. The windows to be approved for use in the project will need to meet the following requirements of the specifications; otherwise our office will never approve them for use on the project.
  - a. The windows will need to be certified by a NVLAP certified acoustical testing facility to a minimum of STC-44. Since the windows are to be assembled on Guam, in order to insure that the window conforms to the specification, it would be necessary for the window to be first fabricated on Guam and send to a NVLAP lab for testing to get the results.

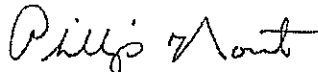
Larry S. Cash, CEO | Timothy L. Armour | Scott A. Bohne | James E. Dougherty | Michelle M. Jones | David L. McVeigh  
Eric R. Nelson | Phillip L. Noret | Krista R. Phillips | Matthew P. Vogel | Brent L. Wiese | Christine M. Wolke

*Results with IMagination*

- b. The windows need to be impacted tested in accordance with TAS-201 and TAS-202 or ASTM E 1886 and ASTM E 1996, this is an International Building Code 2009 requirement.
- c. The windows need to meet the performance requirements for AAMA 101, and the wind load requirements in the specification.
- d. There are other requirements such as air infiltration, water leakage, and forced entry that the windows are required to meet.

Based on our analysis, the bid from Inland Builders should be rejected for non-compliance with the "Buy American Preference" provision of the specification, since their justification does not adequately satisfy the requirements to meet that exception. There is also serious doubt that the product that they have proposed to use, will meet the requirements of the specifications. Doing otherwise will call into question the integrity of the whole bid process for the project.

Best Regards,



Phillip Noret, AIA, LEED AP  
RIM Architects, LLC



## BOARD APPROVAL OF DISBURSEMENTS

January 30, 2013 - February 22, 2013

Ratified by the Board of Directors on  
February 28, 2013 Regular Meeting

Payee	Amount	Purpose	Date Approved
Government of Guam Retirement Fund	\$198,339.86	Payroll Employee & Employers Contribution for PPE 01/26/13	1/30/2013
BEJJESS Enterprises Inc. DBA: GEMCCO	\$104,143.94	CIP - AIP65 Electrical (Power Hardening Phase 2)	2/1/2013
Propacific Builder Corporation	\$209,953.11	CIP - AIP65 Replace/Upgrade Apron Area Ramp Light System	2/1/2013
GMP International, LLC	\$95,787.99	CIP - AIP 74 Runway 6L-24R	2/13/2013
Johnson Control Inc.	\$75,864.00	Construction Measurement & Verification (July 2012 - March 2013)	2/15/2013
Government of Guam Retirement Fund	\$147,075.04	Payroll Employee & Employers Contribution for PPE 02/09/13	2/15/2013
J.J. Global Services	\$83,169.68	Janitorial Services for the month of January 2013	2/15/2013
GMP International, LLC	\$101,341.98	CIP - AIP 73 Design Rehab Runway 6L-24R	2/15/2013
Pac Air Properties LLC	\$88,200.00	Rental Space Lease	2/19/2013
Guam Power Authority	\$554,027.73	Power	2/21/2013
Sumitomo Mitsui Construction Co. Ltd.	\$578,773.52	CIP - ILS 6L24R AIP7/478	2/22/2013
<b>TOTAL:</b>	<b>\$2,236,676.85</b>		





## **Executive Manager's Report GIAA Board of Directors Meeting February 28, 2013**

### **Recovery Support**

GIAA Marketing and Airport Police Protocol worked very closely with GVB, GPD and Adelup to coordinate the return of the families and deceased persons who were part of the tragic attack of tourist in Tumon in February. Coordination necessitated the approvals of TSA with a tailored outbound process to keep the affected travelers away from the harassment of the local and international media swarming the airport. Approved was GPD escort of bus/ambulance from hospital/hotel to airport, Airport Police escort on AOA from Main Gate to Gate 8/9 elevator with check-in and boarding pass issuance by HIS tour operator traveling with outbound passengers. The process was replicated for the following flights:

- **14 Feb. (Thursday)** UA #196 Guam-Narita – 3 pax (3 adults) + 1 nurse escort
- **15 Feb. (Friday)** JAL 942 Guam-Narita –23 pax (18 adults, 2 children, 2 infants, 1 HIS Tour Mgr.) + 1 nurse escort
- **16 Feb. (Saturday)** UA #165 Guam–Fukuoka – 3 pax (2 adults, 1 HIS Tour Staff)
- **18 Feb. (Monday)** UA #196 Guam – Narita – 6 pax (6 adults, including stretcher) + 1 doctor & 1 nurse escort

### **Pacific Asia Travel Association (PATA) – Board**

The Pacific Asia Travel Association (PATA) recently informed GIAA of its nomination to the PATA Board. Executive Manager, Charles H. Ada II, accepted the nomination, which will be placed before the voting membership of PATA for ratification at the PATA Annual Summit from April 25 - 28, 2013 in Bangkok, Thailand. The appointment will be for a two-year term, effective April 28, 2013 at the PATA Annual General Meeting, and will end at the meeting prior to the Annual Conference in April 2015.

### **ACI Asia Pacific**

The 8th Airports Council International (ACI) Asia-Pacific Regional Assembly, Conference and Exhibition will be held in Phuket, Thailand from April 22 through 25, 2013. A delegation from GIAA led by the DEM Martinez, Director Gerber plus 2 Marketing staff will be in attendance, who will staff our exhibit booth. GIAA's presence is critical to push attendance for our upcoming hosting of the 2013 Small and Emerging Markets Seminar from October 8 - 11, 2013. This was announced at the ACI Asia-Pacific Conference in Hyderabad, India, October 2012 building up on the announcement at last year's ACI Asia Pacific's Regional Assembly in Singapore, wherein GIAA Deputy Executive Manager Peter Roy Martinez was appointed First Vice Chair of the Small and Emerging Airports Committee.

**Executive Manager's Report**  
**GIAA Board of Directors Meeting**  
**February 28, 2013**

**AIRLINE ISSUES**

**Skymark**

Skymark is commencing service with charter flights planned to take place between March 14, 2013 and March 23, 2013. In summary, there will be 9 charters between NRT and GUM with B-738 aircraft with a 177-seat configuration. Total seat capacity for the charter flights is 1,593. The key element with Skymark's service is they plan to operate during our non-peak hours with ETAs at 7:35pm and ETDs at 9:40am.

**Star Flyer**

A Star Flyer technical and operations team met with GIAA division managers during a fact-finding tour conducted mid-November 2012. Star Flyer, based in Kitakyushu, plans to operate charter flights from the Kitakyushu Airport to Guam and Saipan during summer 2013. Kitakyushu Airport operates 24-hours daily, which allows Star flyer to schedule takeoffs in the early morning hours for arrival in the morning, local time.

**Delta Air Lines**

Daisy S. Sablan has been appointed station manager for Guam and Saipan for Delta airlines. She was previously Saipan station manager for Delta and its predecessor Northwest Airlines. She is well known in the regional aviation arena, having also served as marketing and reservations director for Pacific Island Aviation.

**Japan Airlines**

GIAA and Japan Airlines (JAL) have been finalizing plans for JAL flight crew training to occur on Guam. JAL pilots will be conducting touch and go and full stop landing operations utilizing B737 and B767 aircraft. Pilot training will commence in December 2013 with approximately 6 cadets on island for training, and will continue through the term ending June of 2015.

**Cebu Pacific**

Philippine-based carrier Cebu Pacific Air's application with the U.S. Department of Transportation to provide scheduled flights to Guam was approved November 18, 2012, and plans to start service in April 2013. Cebu Pacific will become the third airline to provide scheduled flights between Guam and Manila, joining United and Philippine Airlines. They will provide service under a "wet lease" arrangement, in which aircraft and crew of another airline will be used until the FAA upgrades the airline's Philippine safety rating to Category 1.

**"GO 2013" AND 2012 ACCOMPLISHMENTS**

The Goals and Objectives for 2013 has been compiled and shared with the Governor's Office and media for reference. Additionally, a report of 2012 Accomplishments has also been issued detailing the Airport's milestones this past year. (Attached).

**Executive Manager's Report**  
**GIAA Board of Directors Meeting**  
**February 28, 2013**

**PROCUREMENT**

**IFB for Custodial Maintenance**

Announced: January 25, 2013  
Pre Bid: February 6, 2013 10:00am  
Submission Deadline: February 15, 2013 2:00pm

**Addendum A**

Pre Bid date moved from February 6, 2013, 10:00 a.m. to February 7, 2013, 10:00 a.m.

**Addendum B -**

Bid inquiries submission deadline moved from February 7, 2013, 5:00 p.m. to February 11, 2013, 5:00 p.m.

Bid submissions deadline moved from February 15, 2013, 2:00 p.m. to March 15, 2013, 2:00 p.m.

**IFB: Purchase/Delivery of Airport Police Vehicle**

Announced: January 17, 2013  
Pre Bid: January 24, 2013 10:00am  
Submission Deadline February 5, 2013 2:00 pm

**ANNOUNCEMENTS**

- A portion of Sunset Boulevard was reduced to one-lane traffic from the period beginning January 28 and ending February 9, 2013, between the hours of 9am through 4pm. The contractor Sumitomo Mitsui Construction Co., Ltd performed necessary trenching work with traffic movement directed by signage and flagmen. Public notification was issued to all media, and an ad notifying the public of the lane closure was printed in the PDN advising motorists to be on the alert for posted signs, directions of flagmen, and to drive cautiously on the heavily traveled Sunset Boulevard.
- Guam Airport and GEDA officials presented a "Credit Update" briefing to a contingent from Standard & Poor's on February 6, 2013, in the GIAA Board Conference room. This is in preparation of the Airport's plan to refinance the 2003 Bonds that would provide capital for much needed projects. The briefing was followed by a tour of the ongoing and planned airport projects throughout our property footprint.

February 27, 2013

**MEMORANDUM**

**To:** Mr. Francisco G. Santos  
Chairman  
GIAA Board of Directors

**From:** Carlos Bordallo   
Acting Comptroller

**Subject:** Operating Results - Revenues and Expenses as of  
January 31, 2013

Attached herewith is GIAA's Operating Results Report for the month ending January 31, 2013. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended January 31, 2013.

The key operating results for 4 month(s) of FY 2013 ending January 31, 2013 - (in \$000's) are:

CATEGORY	YEAR-TO-DATE				FORECAST FOR FULL YEAR-FY13	
	Budget FY 13 Y-T-D	Actual FY 13 Y-T-D	% Variance Budget vs. Actual		Actual Y-T-D + Remaining FY 13 Budget	% Variance Budget vs. Estimate for Full Year
			Y-T-D Current Month	Y-T-D Last Month		
Total Signatory Revenues	\$9,036.7	\$9,741.8	7.8%	7.8%	\$28,027.3	2.6%
Total Concession Revenues	\$3,682.7	\$3,762.0	1.2%	4.8%	\$10,901.5	0.4%
Total PFC's	\$1,982.5	\$2,253.2	13.7%	3.9%	\$6,246.1	4.5%
Total Other Revenues	\$4,717.7	\$5,139.4	8.9%	3.1%	\$15,554.7	2.8%
Total Operating Revenues	\$19,419.6	\$20,860.4	7.4%	5.6%	\$60,729.6	2.4%
Total Operating Expenses	\$15,132.4	\$11,301.0	-25.3%	-27.1%	\$36,611.0	-9.5%
Net Revenues from Operations	\$4,287.3	\$9,559.4	123.0%	124.5%	\$24,118.6	28.0%
Non-Operating Expenses	\$250.0	\$173.6	-30.5%	-39.3%	\$423.6	-15.3%
Other Available Moneys/other sources of funds	\$1,594.4	\$1,442.8	-9.5%	-9.5%	\$4,631.7	-3.2%
<b>Net Debt Service Coverage</b>	<b>1.03</b>	<b>1.94</b>	<b>87.4%</b>	<b>91.1%</b>	<b>1.69</b>	<b>21.6%</b>

Page 2 - Operating Results as of January 31, 2013

Year-to-date Total Signatory Revenues for the month ending January 31, 2013 are above Budgeted revenues by **7.8%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues and Passenger Facility Charges are above budget estimates by **1.2%** and **13.7%**, respectively.

Year-to date Total Other Revenues, inclusive of non-signatory and non-airline revenues, are above the budget estimate by **8.9%**.

Year-to-date Total Operating Revenues Actual of **\$20.8M** is **7.4%** above the budget estimate of **\$19.4M**.

Year-to-date Total Operating Expenses are below budget by **-25.3%** from budget. Components of this line item include a **-11.8%** decrease in Personnel Service, a **-31.9%** decrease in Contractual Services, a **-46.8%** decrease in Materials & Supplies and a **-100%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$9.56M** reflects an increase of **123.0%** over the year-to-date budgeted amount of **\$4.29M**.

Finally, our year-to-date results for Debt Service Coverage is at **1.69** versus the requirement of **1.25**.

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

Attachments

cc: Board of Directors  
Executive Manager  
Deputy Executive Manager  
Frank R. Santos, Expansion  
Division Heads



## GIAA Program Status and UDO Analysis on Open AIP Grants

FY	Loc ID	Description	Grant #	Grant Amount	Balance as of 11/27/12	UDO	Balance as of 2/28/13	UDO	Comments
2007	GUM	Noise mitigation measures for residences within 65 DNL	3-66-0001-056	\$3,500,000	\$0	0%	\$0	0%	FOR CLOSE OUT (FCO)
2007	GUM	Extend Runway 6L/24R - Phase 3	3-66-0001-057	\$4,536,213	\$0	0%	\$0	0%	FCO
2007	GUM	Improve Airport Utilities Infrastructure -Phase 5 (MAP)	3-66-0001-058	\$6,800,000	\$0	0%	\$0	0%	FCO
		Amendment No. 1 to AIP 58	3-66-0001-58	\$755,815	\$422,352	56%	\$375,284	50%	
		Sub Total:		\$14,836,213	\$0	0%	\$0	0%	
2008	GUM	Noise Mitigation Measures for Residences w/n 65-69 DNL -Phase 4	3-66-0001-59	\$2,000,000	\$0	0%	\$0	0%	FCO
2008	GUM	Complete Construction of Parallel Taxiway - Phase 1	3-66-0001-60	\$5,797,441	\$0	0%	\$0	0%	FCO
		Amendment No. 1 to AIP 60	3-66-0001-60	\$869,616	\$0	0%	\$0	0%	FCO
2008	GUM	Extend Runway 6L/24R - Phase 4	3-66-0001-61	\$14,000,000	\$0	0%	\$0	0%	FCO
		Amendment No. 1 to AIP 61	3-66-0001-61	\$2,100,000	\$0	0%	\$0	0%	FCO
2008	GUM	Miscellaneous Airport Improvements - Phase 2	3-66-0001-62	\$2,000,000	\$0	0%	\$0	0%	FCO
		Amendment No.1 to AIP 62	3-66-0001-62	\$300,000	\$0	0%	\$0	0%	FCO
2008	GUM	Improve Terminal Building (Seismic Zone 4 Upgrade) - Phase 2	3-66-0001-64	\$1,148,913	\$0	0%	\$0	0%	FCO
		Sub Total:		\$28,215,970	\$0	0%	\$0	0%	
2009	GUM	Improve Airport Utility Infrastructure (Electrical System) - Phase 1	3-66-0001-65	\$7,000,000	\$6,435,851	92%	\$5,895,595	84%	
2009	GUM	Conduct Airport Master Plan Study Update	3-66-0001-66	\$700,000	\$111,523	16%	\$90,335	13%	
2009	GUM	Extend Runway 6L/24R - Phase 5	3-66-0001-67	\$744,647	\$0	0%	\$0	0%	FCO
2009	GUM	Rehabilitate Runway 6L/24R	3-66-0001-68	\$4,807,180	\$0	0%	\$0	0%	FCO
2009	GUM	Noise Mitigation Measures for Residences w/n 65-69 DNL-Phase 5	3-66-0001-69	\$2,000,000	\$1,121,959	56%	\$1,121,959	56%	
2009	GUM	Extend Runway 6L/24R - Phase 7	3-66-0001-70	\$3,294,390	\$0	0%	\$0	0%	FCO
		Amendment No. 1 to AIP 70	3-66-0001-70	\$494,158	\$0	0%	\$0	0%	FCO
2009	GUM	Complete Construction of Parallel Taxiway - Phase 2	3-66-0001-71	\$3,005,610	\$0	0%	\$0	0%	FCO
		Amendment No. 1 to AIP 71	3-66-0001-71	\$450,842	\$0	0%	\$0	0%	FCO
		Sub Total:		\$22,496,827	\$7,669,333	34%	\$7,107,889	32%	
2010	GUM	Extend Runway 6L/24R - Phase 8	3-66-0001-72	\$4,000,000	\$0	0%	\$0	0%	FCO
		Amendment No. 1 to AIP 72	3-66-0001-72	\$600,000	\$0	0%	\$0	0%	FCO
2010	GUM	Rehabilitate Runway 6L/24R - Phase 1 (Design only)	3-66-0001-73	\$1,500,000	\$312,028	21%	\$214,425	14%	
2010	GUM	Install Instrument Landing System (ILS) Runway 6L - Phase 1	3-66-0001-74	\$2,172,362	\$1,027,521	47%	\$785,737	36%	
2010	GUM	Noise Mitigation Measures for Residences w/n 65-69 DNL - Phase 6	3-66-0001-75	\$2,000,000	\$1,938,683	97%	\$1,938,683	97%	
2010	GUM	Improve Airport Utility Infrastructure (Sewer & Storm Water Drainage) - Phase 1 (Design only)	3-66-0001-76	\$1,550,000	\$1,546,768	100%	\$1,545,031	100%	
2010	GUM	Collect Airport Data for the Airports Geographic Information System (AGIS)	3-66-0001-77	\$675,000	\$215,290	32%	\$200,305	30%	
2010	GUM	Install Instrument Landing System (ILS) Runway 6L-Phase 2	3-66-0001-78	\$4,827,638	\$3,094,693	64%	\$2,244,745	46%	
2010	GUM	Conduct Environmental Assessment for Sewer and Storm water Drainage	3-66-0001-79	\$700,000	\$513,550	73%	\$513,550	73%	
		Sub Total:		\$18,025,000	\$8,648,533	48%	\$7,442,476	41%	
2011	GUM	Extend Runway 6L/24R - Phase 9	3-66-0001-80	\$1,975,678	\$0	0%	\$0	0%	FCO
2011	GUM	Miscellaneous Airport Improvements - Phase 3	3-66-0001-81	\$2,304,801	\$2,248,460	98%	\$2,232,118	97%	
2011	GUM	Miscellaneous Airport Improvements - Phase 4	3-66-0001-82	\$1,400,000	\$1,347,533	96%	\$1,332,099	95%	
		Sub Total:		\$5,680,479	\$3,595,993	63%	\$3,564,217	63%	
2012	GUM	Extend Runway 6L/24R - Phase 10	3-66-0001-83	\$2,000,000	\$0	0%	\$0	0%	FCO
2012	GUM	Rehabilitate Runway 6L/24R - Phase 2	3-66-0001-84	\$5,441,024	\$5,441,024	0%	\$5,441,024	0%	
		Sub Total:		\$7,441,024	\$5,441,024	73%	\$5,441,024	73%	
		GRAND TOTAL:		\$96,695,513	\$25,354,883	26%	\$23,555,606	24%	

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**RECOMMENDATION OF COUNSEL**

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

**CC:** Mr. Charles H. Ada II  
Executive Manager  
**ANTONIO B. WON PAT INTERNATIONAL**  
**AIRPORT AUTHORITY, GUAM**

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

**DATE:** February 20, 2013

**SUBJECT:** Executive Session

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Pursuant to 5 G.C.A. § 8111(c)(1), I hereby recommend that the Board of Directors of GIAA conduct an Executive Session at the next regularly scheduled Board meeting to discuss pending or threatened litigation to which GIAA is or may be a party.