

June 1, 2017

# CALL AND NOTICE OF A REGULAR MEETING OF THE OPERATIONS AND DEVELOPMENT COMMITTEE OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a <u>regular meeting</u> of the Operations and Development Committee will be held <u>Monday</u>, <u>June 5</u>, <u>2017</u>, <u>at 8:30 a.m.</u>, in the Airport Skyroom of Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

Terri Williams, Board Secretary
Burbank-Glendale-Pasadena Airport Authority

# REGULAR MEETING

#### OF THE

#### OPERATIONS AND DEVELOPMENT COMMITTEE

Regular Meeting of Monday, June 5, 2017 8:30 A.M.

NOTE TO THE PUBLIC: Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 Hollywood Way, Burbank) in the administrative office during normal business hours.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

#### AGENDA

- Approval of Agenda
- 2. Public Comment
- 3. Approval of Minutes
  - a. May 15, 2017

[See page 1]

- 4. Contracts and Leases
  - a. Transportation Security Administration Recapitalization Project Baggage Screening Equipment Project Number E16-17
    - Staff Report Attached

[See page 2]

Staff seeks a Committee recommendation to the Commission to authorize the following actions: 1) Authorize the Executive Director to execute Amendment #3 to the existing Other Transaction Agreement ("OTA") between the Department of Homeland Security Transportation Security Administration ("TSA") and the Burbank-Glendale-Pasadena Airport Authority in the amount of \$1,870,130; 2) Authorize the Executive Director to execute a time and materials Professional Services Agreement ("Agreement") with Swanson Rink, Inc. in the amount not-to-exceed \$78,200 to provide construction administration services:

- 3) Authorize the award of contract for construction to G & S Mechanical USA, Inc. in the amount of \$998,600 to prepare the area for the installation and connection of new baggage screening equipment;
- 4) Approve the deployment of TBI staff for project/construction management services in an amount not-to-exceed \$163,000; 5) Authorize the establishment of a Project Aggregate Contingency of \$123,980 which is approximately 10% of the estimated total project budget.
- 5. Items for Information
  - a. April 2017 Passenger/Cargo Statistics and Parking Information

No staff report attached. Staff will brief the Committee on the results of the April 2017 passenger/cargo statistics and parking information.

- 6. Other Contracts and Leases and Capital Projects
- 7. Adjournment

#### Subject to Approval

# MINUTES OF THE REGULAR MEETING OF THE **OPERATIONS AND DEVELOPMENT COMMITTEE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

#### MONDAY, MAY 15, 2017

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 8:31 a.m., by Chairman Brown.

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Present: Commissioners Brown and Selvidge:

Commissioner Sinanyan (arrived at 8:38 a.m.)

Absent: None

**Also Present:** John Hatanaka, Senior Deputy Executive Director:

Kathy David, Deputy Executive Director, Finance and Administration; Bob Anderson, Director, Engineering and Planning; Karen Sepulveda, Assistant Airport

Engineer

1. Approval of Agenda Commissioner Selvidge moved approval of the

agenda. The agenda was approved

(2-0, one absent.)

Commissioner Sinanyan arrived at 8:38 a.m.

2. Public Comment There were no public speakers.

3. Approval of Minutes

a. May 1, 2017 Commissioner Selvidge moved approval of the

minutes of the May 1, 2017, meeting. The minutes

were approved (2-0, one absent).

Commissioner Sinanyan arrived at 8:38 a.m.

4. Items for Discussion

a. Operational Impacts of Proposed FY 2018 Capital

**Projects** 

Staff reviewed with the Committee the proposed projects to be included in the FY 2018 program and the operational impacts thereof and answered various

questions from the Committee.

5. Adjournment There being no further business, the meeting was

adjourned at 8:48 a.m.

4.a.

# STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY OPERATIONS AND DEVELOPMENT COMMITTEE JUNE 5, 2017

# TRANSPORTATION SECURITY ADMINISTRATION RECAPITALIZATION PROJECT BAGGAGE SCREENING EQUIPMENT PROJECT NUMBER E16-17

#### **DESCRIPTION:**

As part of a U.S. Department of Homeland Security – Transportation Security Administration ("TSA") funded multi-phase project to enhance the baggage inspection system at Hollywood Burbank Airport ("Airport"), Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to authorize the following actions:

- Authorize the Executive Director to execute Amendment #3 to the existing Other Transaction Agreement ("OTA") between the Department of Homeland Security Transportation Security Administration ("TSA") and the Burbank-Glendale-Pasadena Airport Authority in the amount of \$1,870,130.
- Authorize the Executive Director to execute a time and materials Professional Services Agreement ("Agreement") with Swanson Rink, Inc. in the amount not-to-exceed \$78,200 to provide construction administration services.
- Authorize the award of contract for construction to G & S Mechanical USA, Inc. in the amount of \$998,600 to prepare the area for the installation and connection of new baggage screening equipment.
- Approve the deployment of TBI Staff for project/construction management services in an amount not-to-exceed \$163,000.
- Authorize the establishment of a Project Aggregate Contingency of \$123,980\* which is approximately 10% of the estimated total project budget.

#### BACKGROUND:

In 2012, the TSA approached the Authority with a project that TSA implementing and funding at airports across the country. Specifically at this Airport, the project will replace four CTX 9900 inline inspection devices with newer technology. The TSA split the project into two phases. The initial phase project design included the preparation of construction documents for bidding and a detailed estimate of the construction costs. At the October 1, 2012, Authority meeting, the Commission approved an "Other Transaction Agreement" ("OTA") with TSA for the cost of the design and construction document preparation for the upgrade/replacement of the computerized tomographic x-ray ("CTX") equipment at Hollywood Burbank Airport that is used to inspect all checked baggage.

This OTA was divided into two sub-phases making solicitation of construction bids the first sub-phase, and the physical implementation of the construction effort as the second sub-phase phase. The OTA was executed by staff and the first sub-phase in the amount of \$12,100 was completed

\STAFF REPORTS\OPERATIONS\6-5-2017 TSA OTA ASSOCIATED ACTIONS FOR THE RECAPITALIZATION OF NODE 1 AND NODE 2 OF THE BAGGAGE SCREENING EQUIPMENT

<sup>\*</sup>The OTA amount for this phase of \$1,870,130 is inclusive of estimated additional work scope that has yet to be defined by the TSA in the amount of \$506,350.

and the bid accepted by the TSA. TSA has now provided the attached Amendment #3 to the OTA seeking Authority execution for the construction phase of the project in the amount of \$1,870,130.

#### PROJECT DETAILS

#### Bid Process

Staff solicited sealed bids by using PlanetBids and advertising in the Dodge Construction News and local and minority newspapers, reaching out to local construction companies, and providing public postings on the Internet and in the Burbank, Glendale and Pasadena city halls. Bids were opened publicly on December 14, 2016, and only one contractor submitted a bid with the following results:

CONTRACTOR	BID
G&S Mechanical USA, Inc. (Wichita, KS)	\$998,600

Staff reviewed the bid and determined that the bid was responsive. Staff believes only one bid was received due to the specialized scope of work required for the installation of baggage inspection equipment. G&S Mechanical has satisfactorily completed other projects baggage inspection projects for the Authority.

#### **FUNDING:**

The bidding phase of the project was not included in the proposed FY 2017-2018 budget because it is a pass-through OTA with full reimbursement from the TSA. There should not be any impact on the proposed budget. Staff has been assured by TSA that funding is in place and available for disbursement.

#### SCHEDULE:

Construction will commence during a period of time that is mutually acceptable to the Authority, TSA and the Air Carriers which will have the least impact on airport operations and customer convenience.

#### **IMPACT ON OPERATIONS:**

Construction work will be phased to keep the majority of the baggage inspection system operational during each phase of the construction work.

#### STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to authorize the following actions:

- Authorize the Executive Director to execute Amendment #3 to the existing Other Transaction Agreement ("OTA") between the Department of Homeland Security Transportation Security Administration ("TSA") and the Burbank-Glendale-Pasadena Airport Authority in the amount of \$1,870,130.
- Authorize the Executive Director to execute a time and materials Professional Services Agreement ("Agreement") with Swanson Rink, Inc. in the amount not-to-exceed \$78,200 to provide construction administration services.

\STAFF REPORTS\OPERATIONS\6-5-2017 TSA OTA ASSOCIATED ACTIONS FOR THE RECAPITALIZATION OF NODE 1 AND NODE 2 OF THE BAGGAGE SCREENING EQUIPMENT

- Authorize the award of contract for construction to G & S Mechanical USA, Inc. in the amount of \$998,600 to prepare the area for the installation and connection of new baggage screening equipment.
- Approve the deployment of TBI staff for project/construction management services in an amount not-to-exceed \$163,000.
- Authorize the establishment of a Project Aggregate Contingency of \$123,980\* which is approximately 10% of the estimated total project budget.

\*The OTA amount for this phase of \$1,870,130 is inclusive of estimated additional work scope that has yet to be defined by the TSA in the amount of \$506,350.

Transportation Security Administration	NSACTION AGREEMENT
OTA NUMBER	REQUISITION NUMBER
OTA Number: HSTS04-16-H-CT1197 Modification Number: P00003	2117207CT1007
ISSUED TO	ISSUED BY
Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport 2627 Hollywood Way Burbank, CA DUNS: 126078450	Melyssa Bertucci Contracting Officer Transportation Security Administration 701 S. 12 <sup>th</sup> St Arlington, VA 20598-6025 Melyssa.bertucci@tsa.dhs.gov
PF	ROGRAM TITLE
PR Number: 2117207CT1007	ISCAL DATA
DEF. TASK-D Net Increase: \$1,870,130	13723006200622CTO-5903001502010000-251B-TSADIRECT-
	PURPOSE
work for Phase 2 of the construction of Node 1 a Responsibilities and Article VI Acceptance and 1 Term, update Article VII Funding and Limitation Authorized Representatives of OTA HSTS04-16-	
AUTHORI IN WITNESS WHEREOF, the Parties have ent	IZED SIGNATURES tered into this Agreement by their duly authorized officers.
Signature Date	Contracting Officer's Signature Date
PRINTED NAME AND TITLE	Melyssa Bertucci, TSA Contracting Officer PRINTED NAME AND TITLE

As a result of this modification, the following changes hereby take place:

# 1. ARTICLE IV – RESPONSIBILITES

Section A, paragraph 3 under Cost Sharing is hereby deleted and replaced with the following:

3. The cost of Phase 2 of the Project has been determined to be \$1,870,130. TSA agrees to reimburse the AIRPORT SPONSOR for one hundred percent (100%) of the allowable, allocable and reasonable costs of Phase 2, not to exceed a total reimbursement of \$1,870,130 for Phase 2 (calculated as 100% of \$1,870,130). TSA will reimburse \$1.00 for every dollar of allowable, allocable and reasonable costs submitted by the AIRPORT SPONSOR for reimbursement up to the TSA funded amount of \$1,870,130 (TSA Reimbursement Limit) for Phase 2.

Section A, paragraph 4 under Cost Sharing is hereby deleted and replaced with the following:

4. 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). TSA will reimburse the AIRPORT SPONSOR on an actual expense basis supported by one or more invoices submitted by the AIRPORT SPONSOR in accordance with Article VIII "Billing Procedure and Payment." The parties understand and agree that all Project costs in excess of the TSA Reimbursement Limit of \$12,100 for Phase 1 and \$1,870,130 for Phase 2, as well as any costs that are inconsistent with OMB A-87 and the guidance set forth in the TSA PGDS and Electronic Baggage Screening Program Policy Memo, which discusses TSA Funding of CBIS Project Costs, shall be borne solely by the AIRPORT SPONSOR unless otherwise agreed to by the TSA in a written modification in accordance with this Article (IV) and Article XIV "Changes and/or Modifications." Should the TSA reimbursements of \$12,100 for Phase 1 and \$1,870,130 for Phase 2, as adjusted pursuant to Article XIV, represent more than 100% of the final allowable, allocable, and reasonable Project costs, the AIRPORT SPONSOR will refund TSA sufficient funds such that TSA's total reimbursement will equal no more than 100% of the final allowable, allocable and reasonable Project costs.

Section B, paragraph ii under Project Responsibilities is hereby modified to remove the term "Optional" as shown below:

ii. TSA Responsibilities (PHASE 2):

Section B, paragraph iv under Project Responsibilities is hereby modified to remove the term "Optional" as shown below:

iv. AIRPORT SPONSOR Facility Modification Responsibilities (PHASE 2):

# 2. ARTICLE V - EFFECTIVE DATE AND TERM

The first sentence is hereby deleted and replaced with the following:

The term of this Agreement shall be from the date of execution of the Agreement until September 30, 2018.

# 3. ARTICLE VI- ACCEPTANCE AND PROJECT COMPLETION

Paragraph 2, first sentence is hereby modified to delete the term "optional" as shown below:

TSA will deem Phase 2 of the Project upon successful completion of the TSA ISAT (Integrated Site Acceptance Test) as conducted by the TSA independent Acceptance Test Contractor and successful completion of the 30-day Operational Run-In period.

# 4. ARTICLE VII – FUNDING AND LIMITATIONS

Paragraph 2 is hereby updated to the following:

This OTA also provides Phase 2 construction related services to implement the approved design. TSA will provide funding for Phase 2 construction related services (see Article IV.B.ii Project Responsibilities) to the AIRPORT SPONSOR in the amount not to exceed \$1,870,130 (TSA Reimbursement Limit). Funds in the amount of \$1,870,130 are hereby obligated and made available for payment for performance under this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

PR: 2117207CT1007

Accounting Line: 5CF16XB010D2017SWE044GE013723006200622CTO-5903001502010000-

251B-TSADIRECT-DEF. TASK-D

Obligated Amount: \$1,870,130

Phase 1 ceiling: \$12,100 Phase 2 ceiling: \$1,870,130

Total OTA Value (including all options): \$1,882,230

# 5. ARTICLE X – AUTHORIZED REPRESENTATIVES

The Contracting Officer is changed from Bonnie Evangelista to Melyssa Bertucci. See below for further contact information.

# Contracting Officer (CO):

Melyssa Bertucci 701 South 12<sup>th</sup> Street Arlington, VA 20598-6025 Phone: (571) 227-2521

E-Mail: Melyssa.Bertucci@tsa.dhs.gov

- 6. The total obligated amount of this OTA is increased by \$1,870,130 from \$12,100 to \$1,882,230.
- 7. All other terms and conditions of the subject agreement are in full force and effect and remain unchanged.

--End of HSTS04-16-H-CT1197 P00003--

Administration	NSACTION AGREEMENT
OTA NUMBER	REQUISITION NUMBER
OTA Number: HSTS04-16-H-CT1197 Modification Number: P00002	2117207CT1088
SSUED TO	ISSUED BY
Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport 2627 Hollywood Way Burbank, CA DUNS: 126078450	Melyssa Bertucci Contracting Officer Transportation Security Administration 701 S. 12th St Arlington, VA 20598-6025 Melyssa.bertucci@tsa.dhs.gov
PI	ROGRAM TITLE
Program Office: Office of Acquisition and Program Program: Electronic Baggage Screening Program Period of Performance: Date of Award through June	30, 2017
F	ISCAL DATA

The period of performance end date in Article V Effective Date and Term is extended from March 31, 2017 to June 30, 2017. In consideration for this extension, the Burbank-Glendale-Pasadena Airport Authority recognizes and agrees that another extension will not be approved regardless of whether it continues to incur project costs beyond June 30, 2017. The Burbank-Glendale-Pasadena Airport Authority also agrees it will cooperate with TSA in good faith to expedite closeout of the OTA upon submission of its final invoice for release of retainage or after the period of performance ends on June 30, 2017, whichever occurs first.

**PURPOSE** 

**AUTHORIZED SIGNATURES** 

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.

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Contracting Officer's Signature

<u>03/28/2017</u>

Date

PRINTED NAME AND TITLE

Melvssa Bertucci, TSA Contracting Officer PRINTED NAME AND TITLE

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# OTHER TRANSACTION AGREEMENT

OTA NUMBER	REQUISITION NUMBER
OTA Number: HSTS04-16-H-CT1197 Modification Number: P00001	2117207CT1041
ISSUED TO	ISSUED BY
Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport 2627 Hollywood Way Burbank, CA DUNS: 126078450	Melyssa Bertucci Contracting Officer Transportation Security Administration 701 S. 12 <sup>th</sup> St Arlington, VA 20598-6025 Melyssa.bertucci@tsa.dhs.gov

## PROGRAM TITLE

Program Office: Office of Acquisition and Program Management (OAPM)

Program: Electronic Baggage Screening Program

Period of Performance: Date of Award through March 31, 2017

## FISCAL DATA

PR Number: 2117207CT1041

Accounting Line: n/a
Net Increase: \$0

#### **PURPOSE**

The period of performance end date in Article V Effective Date and Term is extended from December 31, 2016 to March 31, 2017. In consideration for this extension, the Burbank-Glendale-Pasadena Airport Authority recognizes and agrees that another extension will not be approved regardless of whether it continues to incur project costs beyond March 31, 2017. The Burbank-Glendale-Pasadena Airport Authority also agrees it will cooperate with TSA in good faith to expedite closeout of the OTA upon submission of its final invoice for release of retainage or after the period of performance ends on March 31, 2017, whichever occurs first.

AUTHORIZED SIGNATURES IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
Signature Date	Contracting Officer's Signature Date		
DENIS CARVILL DEPUT EXECUTIVE DRESTOR PRINTED NAME AND TITLE	Melyssa Bertucci, TSA Contracting Officer PRINTED NAME AND TITLE		

Administration	NSACTION AGREEMENT
OTA NUMBER	REQUISITION NUMBER
HSTS04-16-H-CT1197	2116206CT1197
ISSUED TO	ISSUED BY
Burbank-Glondale-Pasadena Airport Authority	
broank-Glendale-Pasadena Airport Authority  Bonnie Evangelista  Contracting Officer	
2627 Hollywood Way	Transportation Security Administration
Burbank, CA	701 S. 12th St
DUNS: 126078450	Arlington, VA 20598-6025
	Bonnic.evangeliste@lsa.dhs.gov
	nonne, evan Benera (Gisa. dua, Bov
P	ROGRAM TITLE
Program: Electronic Baggage Screening Program Period of Performance: Date of Award through Dece	ember 31, 2016
	SCAL DATA
PR Number: 2116206CT1197 Accounting Line: 5CF13XB010D2016SWE044GE0 DIRECT-DEF. TASK-D Obligated Amount: \$12,100	13723006200622CTO-5903001502010000-251B-TSA
	PURPOSE
Please see the following pages.	
AUTHOR	IZED SIGNATURES
N WITNESS WHEREOF, the Parties have ent	tered into this Agreement by their duly authorized officers.
	dies rigidentell by their duty authorized officers.
Signature Stiffs  Date	Contracting Officer's Signature Date
DAN FEGER P.E. EXECUTION DIRECTO	Bonnie Evangelista, TSA Contracting Officer PRINTED NAME AND TITLE





# OTHER TRANSACTION AGREEMENT

#### **BETWEEN**

DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION (TSA)

AND

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Relating to

BOB HOPE AIRPORT
Recapitalization in Node 1 and Node 2

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), 49 U.S.C. 106(l)(6), and the Homeland Security Act of 2002

AGREEMENT NUMBER HSTS04-16-H-CT1197

## **ARTICLE I - PARTIES**

This Other Transaction Agreement (hereinafter referred to as "Agreement" or "OTA") is entered into between the U.S. Department of Homeland Security, Transportation Security Administration (hereinafter referred to as "TSA") and Burbank-Glendale-Pasadena Airport Authority (hereinafter referred to as the "AIRPORT SPONSOR") relating to the Bob Hope Airport (BUR) (Airport). The TSA and the AIRPORT SPONSOR agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

# ARTICLE II - LEGAL AUTHORITY

TSA and the AIRPORT SPONSOR enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 106(1)(6) and 114(m)(1), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

## ARTICLE III - SCOPE

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and responsibilities of the TSA and the AIRPORT SPONSOR with respect to the construction-related services necessary to implement the construction of Node 1 and Node 2 recapitalization design (hereinafter "the Project") submitted by the AIRPORT SPONSOR and approved by TSA (Reference: TSA approval letter dated January 4, 2016) pursuant to the TSA Planning Guidelines and Design Standards (PGDS) Version 4.1 dated September 16, 2011 and PGDS Version 5 BHS reporting capability in Chapter 7, which are available upon request to the Contracting Officer Representative.

This Project undertaken by the AIRPORT SPONSOR involves the modification or construction of the Airport terminal building infrastructure to recapitalize the TSA Explosive Detection Systems (EDS) systems located within the Checked Baggage Inspection System (CBIS). Terminal modifications include required changes to baggage conveyor components, mechanical, plumbing, electrical, structural, and telecommunications infrastructure to provide for the installation of EDS within the baggage screening area, Explosive Trace Detection (ETD) systems in the Checked Baggage Resolution Areas (CBRA), and applicable CBIS hardware and software for use with a checked baggage in-line baggage screening system. The objective of the Project is to enhance Airport security and baggage screening capabilities.

# ARTICLE IV – RESPONSIBILITIES

#### A. Cost Sharing

Capital Costs: The estimated cost of the Project (Total Project Cost) relates to the
activities to modify the airport terminal building infrastructure and the baggage
handling system (BHS) to support the installation and operation of the checked
baggage screening equipment (hereinafter "security screening equipment"). It does not
include the costs of acquisition, delivery or installation of the security screening

equipment. TSA will be solely responsible for the acquisition, delivery, installation, and testing of the security screening equipment at the designated **Project** location(s). All work performed by the AIRPORT SPONSOR pursuant to this **Agreement** shall be accomplished in accordance with the TSA PGDS.

- 2. The cost of Phase 1 of the Project has been determined to be \$12,100. TSA agrees to reimburse the AIRPORT SPONSOR for one hundred percent (100%) of the allowable, allocable and reasonable costs of Phase 1, not to exceed a total reimbursement of \$12,100 for Phase 1 (calculated as 100% of \$12,100). TSA reimburses \$1.00 for every dollar of allowable, allocable and reasonable costs submitted by the AIRPORT SPONSOR for reimbursement up to the TSA funded amount of \$12,100 (TSA Reimbursement Limit) for Phase 1.
- 3. The cost of Phase 2 of the Project is established as an option that can be exercised at the United States Government's discretion pursuant to Article VII Funding and Limitations. If Phase 2 is exercised, TSA shall reimburse the AIRPORT SPONSOR for one hundred percent (100%) of the allowable, allocable and reasonable costs of Phase 2, not to exceed a total reimbursement of an amount mutually agreed upon by the parties. TSA will reimburse \$1.00 for every dollar of allowable, allocable and reasonable costs submitted by the AIRPORT SPONSOR for reimbursement up to the TSA funded amount (TSA Reimbursement Limit) for Phase 2. If Phase 2 is exercised, TSA will modify this paragraph to include the agreed upon reimbursement amount.
- 4. 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). TSA will reimburse the AIRPORT SPONSOR on an actual expense basis supported by one or more invoices submitted by the AIRPORT SPONSOR in accordance with Article VIII "Billing Procedure and Payment." The parties understand and agree that all Project costs in excess of the TSA Reimbursement Limit of \$12,100 for Phase 1, as well as any costs that are inconsistent with OMB A-87 and the guidance set forth in the TSA PGDS and Electronic Baggage Screening Program Policy Memo, which discusses TSA Funding of CBIS Project Costs, shall be borne solely by the AIRPORT SPONSOR unless otherwise agreed to by the TSA in a written modification in accordance with this Article (IV) and Article XIV "Changes and/or Modifications." Should the TSA reimbursements of \$12,100 for Phase 1 as adjusted pursuant to Article XIV, represent more than 100% of the final allowable, allocable, and reasonable Project costs, the AIRPORT SPONSOR will refund TSA sufficient funds such that TSA's total reimbursement will equal no more than 100% of the final allowable, allocable and reasonable Project costs.
- 5. All costs requested for reimbursement must satisfy the requirements of OMB Circular A-87. In general, the costs for which TSA will provide reimbursement under this Agreement are limited to those costs associated with the deliverables in Appendix C as defined in TSA's PGDS. The Electronic Baggage Screening Program Policy Memo TSA Funding of CBIS Projects provides guidance regarding costs that are and are not reimbursable for TSA CBIS Projects. TSA Funding Policy is applicable to this OTA and can be provided by the Contracting Officer upon request.

Identification of cost classifications herein does not create any obligation on TSA's part beyond the requirements found in OMB Circular A-87 and TSA's PGDS Version 4.1

- 6. Change Orders are defined as work that is added to or removed post OTA award that consequentially adds cost or changes the scope of the OTA. Change orders shall not be considered authorization to exceed TSA's Reimbursement Limit. Any changes to the authorized amount shall be submitted by the AIRPORT SPONSOR to the TSA Contracting Officer's Representative (COR) and TSA Contracting Officer (CO) prior to any work starting. Once the COR and CO have been given advance notice of the impact the Change Order has on the total cost of the Project, if agreed to by TSA, the TSA CO will provide written approval to the AIRPORT SPONSOR via a modification to the OTA in accordance with Article XIV. The fully executed modification will provide the AIRPORT SPONSOR authority to proceed with the work identified in the Change Order. TSA will not reimburse the AIRPORT SPONSOR for any cost incurred for change order work that was not pre-approved by TSA. Note: Change Orders for cost increases related to inaccurate as-built design specifications and/or issues that existed and clearly visible, but not considered in the design plans or construction bids will not be considered an allowable cost.
- 7. Change Requests are defined as requests for the utilization of contingency funds that do not add costs or changes to the scope of the OTA. Change requests shall not be considered authorization to exceed TSA's Reimbursement Limit. Any change requests shall be submitted by the AIRPORT SPONSOR to the TSA COR prior to any work starting. Once the COR has been given advance notice of the impact the change request has on the Project, if agreed to by TSA, the TSA COR will provide written approval to the AIRPORT SPONSOR to proceed with the work identified in the Change Request. TSA will not reimburse the AIRPORT SPONSOR for any cost incurred for change request work that was not pre-approved by TSA.
- 8. Timely invoicing and management of costs is critical to TSA's portfolio management. The specific cost sharing adjustments are outlined in ARTICLE VIII "Billing Procedure and Payment."

#### B. Project Responsibilities

# i. TSA Responsibilities (PHASE 1)

1. Review the construction bid documentation for compliance with the PGDS. Upon review and acceptance of the project cost based on the bid documentation, determine whether funding is available to support optional Phase 2.

# ii. TSA Responsibilities (PHASE 2, (OPTIONAL))

- 1. Provide the TSA's PGDS.
- 2. Furnish, deliver, install and test the security screening equipment.
- 3. Provide EDS Original Equipment Manufacturer Technical Support Advisory Services to the Airport regarding installation, integration and networking of the EDS units into the BHS.
- 4. Provide the CBIS System Specific Test Plan (SSTP) to the Airport for the commissioning, coordination and testing of the CBIS. See Appendix A for further

- specifics relating to the TSA testing portion of the Project.
- 6. Establish and conduct the Integrated Site Acceptance Testing (ISAT) for the in-line CBIS performance capabilities with joint support from the Airport.
- 7. Review and approve ISAT results before the in-line CBIS is certified as ready for operational use.
- 8. Provide training for Transportation Security Officer personnel on the screening equipment.
- 9. Evaluate the in-line CBIS in operation for 30 days after substantial use begins.
- 10. Review and consider requested changes submitted by the Airport to the CBIS design. Any changes in scope or associated costs must be approved in accordance with Article XIV "Changes and/or Modifications".
- 11. Provide maintenance, repair, and refurbishment to all TSA security screening equipment, including OSR and CBRA viewing stations for alarm resolution, but not ancillary equipment (such as CBRA inspection tables), throughout its life cycle at no cost to the AIRPORT SPONSOR.

# iii. AIRPORT SPONSOR Construction Bid Responsibilities (PHASE 1):

- The AIRPORT SPONSOR will prepare all 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 in accordance with governing state and local regulations and procedures, as applicable.
- 2. The AIRPORT SPONSOR will conduct construction Bid proposal evaluation and make a selection following all governing state and local regulations and procedures, as applicable.
- 3. The AIRPORT SPONSOR will submit all salient construction bid information, to include prospective successful bidder and bid package, to TSA for review and approval. Funding for optional Phase 2 will be dependent on review and approval of this information.

# iv. AIRPORT SPONSOR Facility Modification Responsibilities (PHASE 2 (OPTIONAL)):

- 1. Except for the responsibilities of the TSA, as outlined above, the Project will be managed and overseen by the AIRPORT SPONSOR. The AIRPORT SPONSOR, acting through such contractors as it may engage, will provide the engineering and design services, as well as the associated CBIS construction, necessary for successful completion of the Project. The AIRPORT SPONSOR will provide oversight of such contractor(s) to ensure the Project conforms to the TSA endorsed design, PGDS criteria and is completed within the prescribed costs and schedule identified and incorporated herein as Appendix A.
- 2. CBIS designs shall be OSHA compliant; adhere to the applicable EDS and ETD installation and integration guide specifications; and shall comply with all applicable Federal, CITY, and local building regulations. Provisions will be made in the CBIS design that will allow TSA and its contractors full ingress to and egress from the CBIS area for the installation, operation, testing, maintenance, and repair of the security screening equipment.
- 3. CBIS designs shall be developed based on up to date and accurate as-built architectural specifications. If current specs are not available, it is the sole responsibility of the AIRPORT SPONSOR to procure and incorporate accurate as-built specs, prior to securing a construction contractor.
- 4. Obtain all necessary construction licenses, insurance permits and approvals.
- 5. The AIRPORT SPONSOR shall deliver a firm EDS delivery schedule to TSA no later

than 60 days after the construction contract award. This schedule will be reviewed and approved by TSA based on OEM EDS delivery schedules. If the PROJECT cannot meet the acceptance date, the AIRPORT SPONSOR will be responsible for the safekeeping of the EDS in a secure and climate controlled environment until such time the system(s) can be installed at the agreed upon site. The AIRPORT SPONSOR will be solely responsible for any damages and or extra startup costs associated with, or that occur, during this delay.

- TSA requires 180 days to plan for the procurement, manufacture and deployment of EDS. Therefore, the AIRPORT SPONSOR must communicate this 180 day timeframe to Construction Managers upon construction contract award to be built into the project schedule.
- 6. Ensure the Project site will be ready to accommodate the installation of the EDS units when delivered. Project site preparation includes, but is not limited to, BHS modifications, mechanical, heating, electrical site preparation, including infrastructure to protect electrical or fiber optic cables, environmental controls, and any other airport terminal infrastructure work required to support the operational environment of the EDS and ETD units.
- Facilitate the installation of the EDS units by providing a clear path during rigging and EDS
  installation, and provide sufficient space to allow for initial deployment activities (such as
  uncrating the device).
- 8. Provide and install seismic anchoring equipment, if required, in the provided anchor points of the EDS.
- 9. Provide three (3) feet of maintenance access space around the equipment so that spare parts may be removed and replaced.
- 10. Once installed, provide reasonable measures to protect the security screening equipment from harm, theft, and water intrusion in the screening area.
- 11. Prior to TSA ISAT Testing, it shall be the AIRPORT SPONSOR'S responsibility to exercise due diligence to protect and insure the EDS equipment from damage due to ongoing construction or weather.
- 11. The AIRPORT SPONSOR shall provide for personnel, assistance, equipment and support services to jointly execute the Test Readiness Review (TRR) and ISAT leading to the commissioning and acceptance of the CBIS. Support will include but will not be limited to:
  - a. Providing storage areas for test bag laydown are secure and protected from the elements.
  - b. Baggage handlers for test bag staging, induction and retrieval during testing and commissioning including personnel and equipment necessary to move test bags between staging and ISAT areas.
  - c. Ensuring that representatives of the Baggage Handling System Contractor (BHSC) and System Programmer(s) are on site to run the CBIS during ISAT and resolve deficiencies found during testing.
  - d. Airport badging required for TSA contractor ISAT team members shall be executed in a timely manner such that no greater than two (2) trips to the airport are necessary to complete all badging requirements in order to be issued and receive an airport badge. Should this requirement not be met, the Airport/ILDT shall provide all escorts necessary to allow the TSA ISAT Team to conduct the ISAT and follow-on live operations run-in observation.
  - e. Provide TSA and their Contractors full and complete versions of the most recent documentation for the Project to include "approved for Construction" sets of

the mechanical, electrical and controls drawings and control descriptions, see Appendix A for details.

- 12. Perform and bear all costs of the operation, maintenance and repairs for the airport terminal installed property such as the baggage handling conveyor system, including the conveyors in the baggage screening matrix, heating, air conditioning, electrical and mechanical infrastructure in support of this Project. This shall also include all property other than security screening equipment which is provided by TSA to the airport, such as CBRA inspection tables.
- 13. Bear all costs associated with additional ISATs beyond the initial test. These costs will not be reimbursed by TSA, and will be deducted from the OTA retainage.
- 14. Submit monthly milestone and project progress status reports by the 10th of each month to the TSA COR, TSA CO and TSA Site Lead Contractor. Reporting will commence once the AIRPORT SPONSOR awards the construction contract, and will continue through successful completion of testing activities and/or remedy of all outstanding deficiencies. Once TSA issues the "CBIS Acceptance Letter", monthly reporting will focus solely on finalizing invoicing. Specific requirements for the content of the monthly project status report are identified in Appendix C of this OTA.
- 15. CBIS construction shall meet all requirements of the TSA Security Technology Integrated Program (STIP) Data Requirements for Checked Baggage Systems in accordance with Section 7.2.12 of the PGDS. The Airport shall provide all deliverables required in the STIP Data Requirements to the TSA COR.

For additional clarification regarding roles and responsibilities see Appendix A.

## v. Operation and Maintenance Costs

It is understood and agreed that the security screening equipment are and will at all times remain the property of the TSA. TSA will maintain, repair, and refurbish the EDS and ETD units at no cost to AIRPORT SPONSOR.

Except for the security screening equipment owned by the TSA and separately provided for use at the Airport, the AIRPORT SPONSOR shall own and have title to all airport terminal building improvements made in accordance with this Agreement such as heating, ventilation, air conditioning, electrical and mechanical infrastructure, baggage handling conveyor systems and controls, or other assets which the AIRPORT SPONSOR acquires and installs under this Agreement in support of the Project. This includes all property the AIRPORT SPONSOR purchases to support the TSA provided security screening equipment, such as specific tables, storage units, or other ancillary items. It will remain the responsibility of the AIRPORT SPONSOR, as well as its contractors or lessees acting through such agents as it may use, to maintain, repair and or replace such airport property to sustain the operational environment of the security screening equipment. Title to all airport terminal building improvements that were purchased or reimbursed using Federal funds for this Project, shall become the property of the AIRPORT SPONSOR, whether purchased with TSA or AIRPORT SPONSOR funds.

The AIRPORT SPONSOR shall ensure that all connections between the EDS equipment, the baggage handling system, or any other connection of the CBIS meet the requirements of the EDS OEM integration guide and the TSA cabling guidelines as given in the PGDS. The AIRPORT SPONSOR or its authorized representative shall coordinate all activities involving such connections directly with the EDS OEM. If questions or concerns about the data connection or any of the relevant

requirements arise, the AIRPORT SPONSOR shall communicate the issue/concern with the TSA COR and CO.

#### C. Deliverables

Appendices A through D identify other required deliverables to be submitted by the AIRPORT SPONSOR.

# ARTICLE V - EFFECTIVE DATE AND TERM

The term of this Agreement shall be from the date of execution of the Agreement until December 31, 2016, unless earlier terminated by the parties pursuant to Article XIII "Termination" as provided herein or extended by mutual agreement pursuant to Article XIV "Changes and/or Modifications", in order to allow the AIRPORT SPONSOR time to submit a final invoice, close out the Project, and address any other issues. The AIRPORT SPONSOR agrees to work with TSA to close this OTA within six (6) months of completion of the Project.

The AIRPORT SPONSOR with establish and provide to the TSA COR and CO, within ten (10) business days of execution of this Agreement, Project Milestones that allow objective measurement of progress toward Project completion. TSA maintains the right to identify any additional Project Milestones to be tracked by AIRPORT SPONSOR.

# ARTICLE VI - ACCEPTANCE AND PROJECT COMPLETION

TSA will deem the Phase 1 of the Project complete upon submission of construction bid information to TSA.

TSA will deem optional Phase 2 of the Project upon successful completion of the TSA ISAT (Integrated Site Acceptance Test) as conducted by the TSA independent Acceptance Test Contractor and successful completion of the 30-day Operational Run-In period. TSA ISAT will evaluate the CBIS against the TSA PGDS version stated in this Agreement as well as assess and comment on functional and performance differences to the most current version of the PGDS version published at the time of ISAT.

Successful completion of Project requires the correction of CBIS deficiencies identified during the TSA ISAT as documented in the Quick Look Report (QLR) and as followed up at the end of the Operational Run-In period in the Test Summary Report (TSR). TSA will release the funds retained pursuant to Article VIII only after the CBIS has passed the ISAT test and Operational Run-In period and all deficiencies have been corrected. Additional details are contained in Appendix A, "CBIS Project and Acceptance Testing Requirements".

# ARTICLE VII - FUNDING AND LIMITATIONS

TSA will provide funding for Phase I (see Article IV.B.ii *Project Responsibilities*) to the AIRPORT SPONSOR in an amount not to exceed \$12,100 (TSA Reimbursement Limit). Funds in the amount of \$12,100 are hereby obligated and made available for payment for performance under this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

PR:

2116-206-CT1197

Accounting Line:

5CF13XB010D2016SWE044GE013723006200622CTO-

5903001502010000-251B-TSADIRECT-DEF. TASK-D

Obligated Amount:

\$12,100

This OTA also provides an option to execute Phase 2 construction related services to implement the approved design (see Article IV.B.ii *Project Responsibilities*). The value of Phase 2 option shall not exceed \$6,387,900. The Phase 2 optional amount is an estimated project amount. Inclusion of this option does not commit the United States Government to exercise the Option nor does it in any manner obligate United States Government funds towards Phase 2 option. Execution of Phase 2 is subject to TSA review and acceptance of bid costs provided in Phase 1. If the Option is exercised by the United States Government, it will be accomplished via a bilateral modification to this OTA.

Phase I ceiling: \$12,100

Phase 2 (optional) ceiling: \$6,387,900

Total OTA Value (including all options): \$6,400,000.

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 allowable and allocable costs as of the date of termination will be returned and/or de-obligated from this Agreement. TSA's liability to make payments to the AIRPORT SPONSOR is limited to the funds obligated and available for payment hereunder, including written modifications to this Agreement.

Under no circumstances will TSA be responsible to reimburse the AIRPORT SPONSOR for profit or the general costs of government, except for indirect costs allocable to this Project. The AIRPORT SPONSOR may recover the allowable direct costs of AIRPORT SPONSOR personnel performing work necessary under this Agreement, as well as the allowable and allocable costs of the contractors hired by the AIRPORT SPONSOR to perform the necessary work under this Agreement. Profit and overhead costs for the AIRPORT SPONSOR contractors performing work on the Project are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include the AIRPORT SPONSOR 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 AIRPORT SPONSOR, its contractors or agents to perform work not in compliance with the TSA requirements in this Agreement. The TSA CO has the right to recoup any payments made to the AIRPORT SPONSOR if the TSA CO determines that the invoices 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).

# ARTICLE VIII - BILLING PROCEDURE AND PAYMENT

# A. Payment / Performance Provisions

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 AIRPORT SPONSOR must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) for "All Awards" is mandatory for invoice payment. To obtain 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 AIRPORT SPONSOR has not incurred a reimbursable expense, an invoice is not required. However, a Memorandum noting the non-submission of an invoice in a specific month must be submitted to the TSA CO and/or COR to document the record. This can be sent in conjunction with the monthly reports. Expenses are considered to accrue on the date that the AIRPORT SPONSOR is invoiced from a contractor, subcontractor, 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 AIRPORT SPONSOR within 120 days from receipt of each properly prepared invoice for reimbursement of incurred Project costs.

A percentage of all submitted costs identified by TSA as allowable, allocable and reasonable shall be retained by TSA until certain milestones of the CBIS Project are completed, and will only be reimbursed to the AIRPORT SPONSOR upon successful completion of all of its obligations for the appropriate milestones under this Agreement, including, where appropriate for the milestone, completed system documentation submitted to TSA and successful completion of all testing as required in Article VI of this Agreement.

The specific milestones and percentages which TSA will use to determine retainage are provided in the below table. TSA will retain the percentages identified for all invoiced reimbursable expenses until the respective milestone is completed. Upon completion of Milestones 1 and 2 identified below, 5% of submitted reimbursable expenses will be released from retainage by TSA upon submission of an invoice by the AIRPORT SPONSOR. The invoice shall clarify how much is requested for release and which Milestone completion occurred to justify release of retainage. Please see Paragraph D of this Section for additional final invoicing instructions.

Milestone	Milestone Description	Percent Retained of all Submitted Costs until Milestone Completion
1	Installation of the first EDS is successfully completed.	20%
2	TSA issues an Operational Decision Letter informing the AIRPORT SPONSOR to proceed with operations.	15%
3	All work included in the CBIS project is successfully completed, all issues identified by TSA during testing and 30-day run-in are resolved, complete system documentation has been submitted to TSA, and the AIRPORT SPONSOR has successfully completed all obligations under this Agreement as evidenced with the TSA CBIS Acceptance Letter.	10%

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

XIII "Termination."

Please note that no retainage will be held for Phase 1 of the OTA. The above retainage terms and conditions are only applicable to Phase 2.

## B. Invoicing

The AIRPORT SPONSOR invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

- 1. Agreement Number
- 2. Invoice Number and Invoice Date
- 3. Name and Address of the AIRPORT SPONSOR Requesting Fund Disbursement
- 4. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
- 5. Tax Identification Number and DUN's Number
- 6. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
- 7. Total Amount of Funds Requesting to be Disbursed by TSA
- 8. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
- 9. Remittance Address
- 10. Certification of Requestor, including the following language: This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.
- 11. Signature of Requestor's Authorized Representative with Date
- 12. Name and Address of the AIRPORT SPONSOR's facility

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

Billing Address:

United States Coast Guard Finance Center

TSA Commercial Invoices

P.O. Box 4111

Chesapeake, VA 23327-4111

Email: FIN-SMB-TSAINVOICES@uscg.mil

Notwithstanding any other payment clause in this Agreement, the United States Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

#### C. Approval for Payment

The TSA CO and the COR are required to review all invoices prior to the CO's approval for payment. To aid in this review, the AIRPORT SPONSOR shall provide a copy of the Summary Invoice along with all receipts, contractor pay requests and other supporting

information which specify the vendor, description and date of services provided, and products delivered as well as the appropriate documentation showing that the AIRPORT SPONSOR has paid these obligations. The AIRPORT SPONSOR shall provide this supporting information simultaneously with Step 1 to expedite the payment process.

The Supporting Documentation shall contain the following items:

- 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 and scope of work
  - o Copies of contracts and change orders that provide support for the actual work being invoiced
  - Vendor and subcontractor invoices with <u>specific</u> details about services provided and when these services were rendered
  - o Rationale for all allocations or unusual calculations or assumptions
  - 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 SPONSOR 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 TSA CO, TSA COR, and other TSA representatives identified by the TSA COR. The final closeout invoice shall include proof that all required deliverables have been provided.

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

# D. Final Invoice: Assignment and Release of Claims

The AIRPORT SPONSOR shall execute and deliver, at the time of and as a condition precedent to final payment under this OTA, a release discharging the United States Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the OTA. The release of claims includes all claims, past, present, and future, known and unknown, foreseen and unforeseen, which can be asserted by any person or persons, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680.

As such, the AIRPORT SPONSOR's final invoice requesting release/payment of retainage withheld throughout the project shall state the following:

"[AIRPORT SPONSOR] for and in consideration of the funding provided under OTA [Insert OTA #], does hereby remise, release and forever discharge United States Government, its officers, agents, and employees from any and all manner of actions, causes of action, rights, suits, covenants, contracts, claims, agreements, judgments and demands whatsoever by request, in law, or in equity arising from and by reason of any and all known and unknown, foreseen

and unforeseen circumstances, claims or injuries and the consequences thereof, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(l), 1402(b), 2401(b), 2671-2680. Such claims must be asserted within the time limits and in accordance with the procedures prescribed by the Federal Tort Claims Act and the implementing regulations promulgated by the U.S. Department of Justice at 28 C.F.R. part 14. [AIRPORT SPONSOR] expressly waives its ability to seek additional reimbursement from the United States Government under OTA HSTS04-16-H-CT1197."

# E. <u>Untimely Invoices</u>

In furtherance of the timely closeout of this agreement, all final project invoices shall be submitted no later than six months after the period of performance end date or six months after the date of termination by either party pursuant to Article XIII (whichever is earlier). Invoices submitted six months after the period of performance ends will be considered untimely and TSA cannot guarantee payment. The AIRPORT SPONSOR may be liable for any expenses incurred as a result of an untimely or improperly submitted invoice. TSA reserves the right to reject untimely or improperly submitted invoices

#### **ARTICLE IX - AUDITS**

TSA shall have the right to examine or audit relevant financial records for the Project funded by this OTA, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For the Project funded by this OTA, the AIRPORT SPONSOR shall maintain all project records, technology maintenance records, and data associated with this PROJECT while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article XII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this **PROJECT**.

The AIRPORT SPONSOR shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred by each facility in the purchase of technologies allowed in the PROJECT. The Contracting Officer, Contracting Officer's Representative, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at the AIRPORT SPONSOR's offices directly responsible for managing the PROJECT.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require the AIRPORT SPONSOR, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, 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 procedures.

# ARTICLE X - 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 appointment is made to the other party to this Agreement. The authorized representatives for the parties are as follows:

## A. TSA Points of Contact:

Contracting Officer's Representative (COR):

Gregory Cypher 3701 Post Office Rd. Arlington, VA 20528 Phone: (571) 227-2320

E-Mail: Gregory.Cypher@tsa.dhs.gov

Contracting Officer (CO): Bonnie Evangelista

701 South 12<sup>th</sup> Street Arlington, VA 20598-6025 Phone: (571) 227-1655

E-Mail: Bonnie.Evangelista@tsa.dhs.gov

Only the TSA CO shall have the authority to bind the United States Government with respect to scope of work, funding and liability. The TSA COR is responsible for the technical administration of this Agreement and is the technical liaison with the AIRPORT SPONSOR. 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 TSA COR is authorized to approve the use of contingency funds that fall within the funded TSA amount.

The AIRPORT SPONSOR 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 AIRPORT SPONSOR as direction which could increase the Project costs and could cause the AIRPORT SPONSOR to seek reimbursement from TSA in excess of the TSA's total reimbursement liability as defined in Articles IV and VII of this Agreement.

# B. The AIRPORT SPONSOR Points of Contact:

The AIRPORT SPONSOR Point of Contact for all correspondence is:

Denis Carvill
Deputy Executive Director
Engineering, Operations, Maintenance & Airline Relations
E-mail: dcarvill@bur.org

E-mail: dcarvill@bur.org Office: 818,840,8840

# ARTICLE XI - LIMITATIONS ON LIABILITY

- A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.
- B. The AIRPORT SPONSOR has the affirmative duty to notify the TSA Contracting Officer in the event that the AIRPORT SPONSOR believes that any act or omission of a TSA agent or employee would increase the AIRPORT SPONSOR's costs and cause the AIRPORT SPONSOR to seek compensation from TSA beyond TSA's liability as stated in Article IV "Responsibilities" or Article VII "Funding and Limitations." Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the AIRPORT SPONSOR receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the AIRPORT SPONSOR must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.
- C. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.
- D. No third party shall assert any rights under this Agreement unless expressly provided herein.

#### **ARTICLE XII - DISPUTES**

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of the AIRPORT SPONSOR. 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 SPONSOR or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, the AIRPORT SPONSOR may submit the dispute to the Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed the TSA Assistant Administrator for Acquisition. The parties agree that the TSA Assistant Administrator for

Acquisition's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

# **ARTICLE XIII - TERMINATION**

- A. 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, 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 additional obligations that might require payment.
- B. If the AIRPORT SPONSOR exercises its right under Paragraph A of this Article to withdraw voluntarily from the Project, the AIRPORT SPONSOR agrees to reimburse the United States Government for all monies disbursed to it under this Agreement. If the AIRPORT SPONSOR has not met eligible criteria as outlined in Article VIII for any or all of the disbursements requested, the AIRPORT SPONSOR may petition TSA for such funding with adequate documentation.
- C. 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 XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of the AIRPORT SPONSOR. The modification shall cite the subject provision to this Agreement and shall document the exact nature of the 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 becomes a part of this Agreement.

The TSA CO reserves the right to make unilateral modifications (signed only by the TSA CO) for administrative modifications, such as changes to the line of accounting in Article VII, updates to TSA POCs in Article X, and/or other administrative changes that do not affect the terms and conditions of this Agreement.

# ARTICLE XV - CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (I)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. Additionally, 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. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

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 XVI - PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect 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 SSI or other information, oral or written, concerning the scope of this Agreement, shall be published or released to the public without the prior written approval of the TSA Assistant Secretary or his or her designee.

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

All 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. SSI may not be disclosed except in accordance with the provisions of that rule.

#### C. MEDIA

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer. Neither the AIRPORT SPONSOR, nor its contractors shall include in its publicity or public affairs activities related to the subject matter of this Agreement any SSI unless written approval has been received from the TSA Office of Security Capabilities or the TSA Office of Strategic Communication and Public Affairs.

# ARTICLE XVII - SURVIVAL OF PROVISIONS

The following provisions of this Agreement shall survive the termination of this Agreement: Article IV -Responsibilities; Article VII - Funding and Limitations; Article IX - Audits; Article XI - Limitations on Liability; Article XII - Disputes; Article XVI - Protection of Information; and Article XVII - Survival of Provisions.

#### APPENDICES

Appendix A - Project and Acceptance Testing Requirements

Appendix B – Construction Milestone Schedule
Appendix C – Schedule of Construction Deliverables
Appendix D – Other Transaction Financial Reporting Template

# Appendix A Project and Acceptance Testing Requirements

Scope: TSA support for the Recapitalization in Node 1 and Node 2 solution at the Bob Hope Airport will encompass construction to support the approved PROJECT.

A. TSA responsibilities with regard to the Project are listed below in sections 1.1 to 1.7. Many responsibilities are delegated to TSA contractors such as the EDS Original Equipment (OEM) Manufacturer, TSA Site Lead Contractor, and TSA Acceptance Test Contractor; however the ultimate responsibility resides with TSA.

#### 1.1 EDS PLACEMENT

TSA will ship, rig and install EDS machines and associated EDS screening equipment, to include any necessary ETD screening equipment, in their respective operational locations within the Project location. TSA, through the EDS OEM or other TSA contractors, shall be responsible for coordinating and integrating activities regarding placement of EDS equipment with the local TSA Point of Contact and AIRPORT SPONSOR Point of Contact.

## 1.2 INSTALLATION SUPPORT

## 1.2.1 Project Management

The TSA Site Lead Contractor and the EDS OEM shall be responsible for providing technical support throughout the entire period of performance during the installation Project. The OEM shall be responsible for all labor, materials, equipment, and support services required for planning, managing, and supervising all items related to the installation of the EDS units and associated ancillary equipment.

#### 1.2.2 Technical Support

TSA will provide technical support to the Project through existing TSA contracts with the EDS OEM, TSA Site Lead Contractor, and TSA Acceptance Testing Contractor.

- The identified TSA Site Lead Contractor shall be included in all relevant PROJECT planning/project meetings relevant to TSA contributions to the Project. Project schedules and updates shall be provided to the TSA Site Lead Contractor to ensure TSA has timely and sufficient notice of deliverable dates.
- The EDS OEM shall provide technical consultations to the TSA COR and AIRPORT SPONSOR regarding Project efforts that may include, but are not limited to: teleconferences; reviews of drawings and specifications; and exchanges of technical documentation such as specifications, manuals, and guides.
- TSA Test Lead shall support testing of the PROJECT (the EDS units, BHS and the integration between them) and will develop relevant PROJECT test plans and reports that will be shared with the AIRPORT SPONSOR.
- Support for the development and execution of the TSA Other Transaction Agreement in place between TSA and the AIRPORT SPONSOR will be provided by TSA Office of Acquisition.

- Oversight and coordination of technical aspects of the Project will be provided by the TSA COR.
- Local TSA personnel shall support coordination of issues between the TSA COR and the AIRPORT SPONSOR as directed by the Federal Security Director (FSD).

# 1.2.3 Commissioning Services

TSA, through the screening equipment OEM and its other TSA contractors, shall be responsible for all labor, materials, equipment, and support services needed to assemble, power up, configure, and install the screening equipment machines into the required operational condition. The screening equipment OEM shall provide technical support, documentation, and installation of the screening equipment units and the associated local Baggage Viewing Stations (BVS) after confirmation that all pre-installation requirements have been met. The screening equipment OEM shall coordinate with the TSA COR, TSA Site Lead Contractor, TSA Acceptance Test Lead, and the AIRPORT SPONSOR to perform system testing.

## 1.3 Acceptance Testing

Mandatory testing for this system includes Site Acceptance Testing (SAT) for the EDS following installation; pre-Integrated Site Acceptance Testing following the integration of the EDS units with the BHS is affirmed through a Test Readiness Report (TRR); and Integrated Site Acceptance Testing (ISAT) is conducted prior to TSA acceptance of the PROJECT for operational use. See the following table for minimum lead time requirements for testing activities.

Lead Times for ISAT (Days Prior to projected test	Activity	Responsible Parties
date)	<i>y</i>	
Site Initiation or ≥180 days from ISAT	Site Survey Data Collection Planning Checklist provided to the AIRPORT SPONSOR to complete to support the ISAT Site Specific Test Plan (SSTP) development.	TSA COR, TSA Site Lead Contractor
≥120 days	Completed Site Survey Data Collection Checklist and supporting site documentation received from AIRPORT SPONSOR, to include  • Any and All Approved Request for Variance (RFV)  • Basis of Design Report  • Sample BHS & CBIS Reports for all PGDS required Reports  • BHS & EDS Network Diagrams and Server Architecture  • Local Procedures for Fail-Safe, E-Stop, Jam Clearing and IQ Test Conduct  • Airport/Airline Bag Induction/Hygiene Procedures  • BHS Specifications	AIRPORT SPONSOR, TSA Site Lead Contractor, TSA Acceptance Test Contractor

75	<ul> <li>Controls Description and/or Description of Operation (if both exist then provide both)</li> <li>Fail-safe and/or E-Stop Zone Drawings</li> <li>BHS Mechanical Plan and Elevation Drawings from Natural Induction Locations to &amp; through the CBIS, CBRA and Make-up Locations with Conveyors labeled, Plan View Drawings and Electrical Drawings of the BHS/CBIS with Control Station &amp; Photo eye Locations and labeling. All drawings will be "Approved for Construction" by the Airport and not Pre-Bid or Bid Use Only versions.</li> <li>At least 1 Plan/Overview Drawing that shows the entire CBIS in a single view</li> <li>Conveyor Motor Manifest to include not less than (Conveyor Name, Phase, Conveyor Type, Degree of Turn, Degree of Incline/Decline, Length, Speed in FPM, Motor HP, Control Type (VFD yes/no), Brake Type, Motor Type, drive Type, FLA Rating).Installation Phasing Plan Narrative and Phasing Plan Drawings</li> <li>Construction and Testing Schedule(s)</li> <li>Installation &amp; Commissioning Phasing Plan Narrative and Phasing Plan Drawings</li> <li>Construction and Testing Schedule(s)</li> </ul>	
≥90 days	On-site Site Survey Meeting held to conduct initial test coordination and review the draft SSTP. This visit will allow the TSA Acceptance Test Contractor to tour the site, review the draft SSTP with the AIRPORT SPONSOR, coordinate logistics and manpower and initiate the SIDA badge application process, if required. TSA Site Lead Contractor coordinates schedule with the AIRPORT SPONSOR and TSA's Acceptance Test Contractor.	AIRPORT SPONSOR, TSA COR, TSA Site Lead Contractor, TSA Acceptance Test Contractor
<45 days	Final SSTP Review Meeting between the TSA Acceptance Test Contractor and the AIRPORT SPONSOR to review the final SSTP, include any other approved RFV, verify logistics & manpower, and review specific tests to be performed. Any requests for variance from the SSTP testing requirements must be delivered in writing to the TSA COR prior to this meeting for review and response. This is the last chance for the AIRPORT SPONSOR to disclose any test standards that cannot be met in writing and formally justify exemption from test criteria. Any final revisions to the SSTP will be made and distributed to the AIRPORT SPONSOR and COR prior to test execution.	AIRPORT SPONSOR, TSA Site Lead Contractor, TSA Acceptance Test Contractor, TSA COR

Typically 14 days to 1 day	TSA Acceptance Test Contractor will ship test articles to the AIRPORT SPONSOR. The AIRPORT SPONSOR receives the test articles and stores in a secure and weather protected laydown area as agreed to by the AIRPORT SPONSOR and TSA Acceptance Testing Contractor in the Final SSTP Review Meeting.	AIRPORT SPONSOR, TSA Acceptance Test Contractor
≥11 business days	CBIS pre-testing - The AIRPORT SPONSOR conducts pre-testing. The TSA Site Lead contractor will provide oversight of CBIS pre-testing to validate the Test Readiness Notification (TRN) to the TSA COR and Acceptance Test Team. Delivers internal pre-ISAT test results to the TSA Site Lead Contractor and the Site and TRR readiness confirmation letter to the TSA COR. Upon successful review, the TSA Site Lead Contractor is deployed to the site within 7 days. Note: TSA may combine TRN with CBIS pre-testing and/or conduct TRR as a subset of ISAT	AIRPORT SPONSOR, TSA Site Lead Contractor
≥7 business days	TSA Acceptance Testing Contractor or Site Lead Contractor initiates & performs the TRR.  Note: TRR Performance by Acceptance Testing Contractor will be a subset of overall ISAT duration and permit passed tests to be credited toward ISAT completion. TRR failure will result in 2 week moratorium.	AIRPORT SPONSOR, TSA Site Lead Contractor
≥3 business days	When notice of successful TRR is completed and delivered to the TSA Acceptance Testing Contractor via a TRN no later than COB Wednesday (5:00 p.m. EST), ISAT deployment will occur the following Monday. If delivered any time Thursday through Sunday, the TSA Test Team deployment will occur on the second Monday.	TSA Site Lead Contractor, TSA Acceptance Test Contractor
1 business day	TSA Acceptance Test Contractor travel day (normally Monday)	TSA Acceptance Test Contractor
Test start	TSA Acceptance Test Contractor travel day (normally Monday) with mobilization activities and an in-brief meeting with AIRPORT SPONSOR on the next business day. Prior to start of testing, TSA Acceptance Test Contractor will accept PLC code from TSA Site Lead Contractor or AIRPORT SPONSOR prior to the start of testing. TSA Acceptance Test Contractor and AIRPORT SPONSOR will work together to perform ISAT and collect BHS and EDS performance documentation. Prior to departing the site, an Out-brief meeting will be held for all site stakeholders.	AIRPORT SPONSOR, TSA Acceptance Test Contractor, TSA Site Lead Contractor
≤2 business days	QLR is submitted by the TSA Test Acceptance	TSA Acceptance Test

after ISAT complete	Contractor to the TSA Acceptance Test Lead and COR for review and approval	Contractor, TSA COR
5 business days after QLR receipt	TSA conducts ISAT review board based on QLR results to determine readiness of CBIS to enter Live Operations and Bag Screening or whether to return CBIS to AIRPORT SPONSOR for correction of deficiencies prior to Live Operations	AIRPORT SPONSOR, TSA Acceptance Test Contractor, TSA COR
5 business days after ISAT review board decision	QLR is distributed by the TSA Deployment COR	TSA COR
For 30+ days from start of substantial use	The TSA Acceptance Test Contractor remotely monitors system performance during live operations run-in period and observes system on-site for 3+ days	AIRPORT SPONSOR, TSA Acceptance Test Contractor, TSA Test Lead
ISAT 5 business days	COR distributes TSA approved TSR to AIRPORT SPONSOR	AIRPORT SPONSOR, TSA COR

# 1.3.1. Site Acceptance Testing (SAT)

The EDS OEM shall coordinate and conduct SAT testing on the EDS machines in the presence of a TSA designated government witness. The EDS OEM shall implement and coordinate testing by issuing a Test Readiness Notification (TRN) at least seven (7) days prior to the scheduled Acceptance testing. Passing SAT results are required prior to integration of EDS to the BHS and to certify equipment readiness for operational use in screening baggage. In the event that the TSA supplied EDS units cannot meet SAT test requirements, TSA will ensure that any EDS machine defects are corrected or that the EDS unit is replaced.

# 1.3.2. Site Specific Test Plan Development (SSTP)

TSA has arranged for its Acceptance Test Contractor to develop a Site Specific Test Plan based on testing criteria outlined in the TSA CBIS Planning Guidelines and Design Standards (Appendix C). The SSTP will be based on the AIRPORT SPONSOR's responses to a Site Planning Checklist to be completed ≥100 days in advance of Integrated Site Acceptance Testing. The Final SSTP shall be delivered to the AIRPORT SPONSOR 30 days in advance of projected ISAT start-up. This is preceded by reviews of the draft SSTP by the TSA COR 60-45 days prior to testing and by the Airport Sponsor 45-30 days prior to testing. The TSA Site Lead Contractor and Acceptance Test Lead shall participate in a Test Coordination meeting approximately 30 business days prior to the projected ISAT start up to ensure that all AIRPORT SPONSOR concerns and questions about the ISAT test plan are resolved and to coordinate logistical and technical needs. Any requests for deviation from the SSTP testing requirements must be delivered in writing to the TSA COR prior to this test coordination meeting for review and response.

The TSA COR will review/evaluate any requests for phased testing (e.g. non-consecutive testing activities requiring multiple TSA Test Team trips). Such requests must be supported by compelling justification and submitted in writing to the TSA COR well in advance of SSTP development. Programming or mechanical changes made before ISAT (typically during Contractor pre-testing or

TRR) must be documented and provided to the TSA COR and TSA Acceptance Testing Contractor. This is last chance for the AIRPORT SPONSOR to disclose any test standards that cannot be met in writing and formally justify exemption from said test criteria.

# 1.3.3. Integrated Site Acceptance Testing (ISAT)

Scheduling and Coordination: Construction schedule including the ISAT start date(s) and duration(s) shall be shared with the TSA Site Lead Contractor, TSA COR and TSA Acceptance Test Contractor at 120, 90, 60, 30, and 14 days from the anticipated ISAT start date. This schedule shall be distributed each time changes are made to the ISAT start date and/or duration. Changes made to the schedule within two weeks of the planned ISAT start date may relieve the TSA of the obligation to begin testing within three business days of the TRR. In this situation, the ISAT start date could depend on TSA's testing workload and resource allocation.

## **Test Results and Reports:**

Testing results will be shared in hard copy format with the AIRPORT SPONSOR through the local TSA Point of Contact. Test results will identify security, efficiency and safety concerns. There are four (4) possible test outcomes:

- Meets Criteria System meets TSA PGDS Requirements;
- Meets Waivered Criteria System meets PGDS requirements and TSA RDC waivered criteria.
- Defects Found TSA may staff the system but further work is needed to correct defects;
- Fail TSA will not staff the system; AIRPORT SPONSOR shall resolve issues as published and prepare for re-testing

In the event of a failed ISAT result, TSA reserves the right to defer any subsequent re-tests for a period of at least 30 days.

### 1.4 INTEGRATION SERVICES

#### 1.4.1. BHS Support

The EDS OEM shall assist the Airport's contractor to establish digital and serial communication for the EDS units. Once communication between devices has been established, the EDS OEM shall provide the following support and integration services.

- Assist the BHS contractor to obtain efficient EDS operation.
- Provide on-site Integration Engineer Support Services to facilitate the entire integration effort with the BHS.
- Be available to support system testing and validation conducted by internal or external
  organizations including the Integrated Site Acceptance Test (ISAT) and pre-ISAT Project
  testing and throughout the planning phases including the issuance of the ISAT TRN and TRR.
- During initial system operations run of live checked baggage, provide technical assistance as requested by TSA and/or the AIRPORT SPONSOR.

## 1.4.2. Software and Hardware

Following SAT and throughout the integration effort, the EDS OEM shall install and test the required software and hardware to allow for digital and serial communication between the EDS and the BHS PLC if required. Functionality of the EDS BHS interface hardware and software shall be verified by the EDS OEM at the interface box prior to working with the AIRPORT SPONSOR BHS contractor to ensure a proper operating PLC interface and to avoid delays.

#### 1.5 SYSTEM NETWORKING

# 1.5.1 Network Infrastructure

The EDS OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM supplied networking components.

#### 1.5.2 Network Services

The EDS OEM shall provide: training for TSA staff; coordination and support for TSA and testing certification; and resources to conduct installation, testing, and initial operational support for networking. No other network may interface with the networked airport screening solution. The implemented assigned network for operation shall be an isolated, stand-alone network.

#### 1.6. TRAINING

TSA will provide training for TSA screening staff on the operation of the security screening equipment.

#### 1.7. MAINTENANCE

Upon successful completion of SAT testing for each unit, TSA will maintain and repair the security screening equipment in accordance with Article IV.B.iii of the OTA.

B. AIRPORT SPONSOR'S RESPONSIBILITIES with regard to the Project are listed below in sections 2.1 to 2.5 listed below.

### 2.0 DESIGN

The AIRPORT SPONSOR will undertake design modifications, as required, and as-built drawings during the Project. The airport shall keep a design change log and provide to the OTA COR as an appendix to the monthly OTA report. If the design changes fall under the Change Order or Change Request process per Article IV of this OTA shall be submitted to the TSA COR and CO for review.

#### 2.1 EDS PLACEMENT

The AIRPORT SPONSOR shall ensure that the Project site will be ready to accommodate the installation of the EDS and associated equipment. The AIRPORT SPONSOR shall provide adequate protection to the EDS machines and to the AIRPORT SPONSOR infrastructure during any and all EDS movements. The AIRPORT SPONSOR shall coordinate with the EDS OEM to integrate all activities regarding placement of EDS equipment. The AIRPORT SPONSOR shall provide reasonable measures to protect the security screening equipment from damage in the screening area.

## 2.1.1 Site Readiness and Storage

The AIRPORT SPONSOR shall confirm site readiness to receive EDS units to the TSA Site Lead Contractor no later than ten (10) business days prior to requested delivery date. Site readiness shall address availability of permanent power; removal of obstacles to the rigging path; and adequacy of physical environmental conditions within the delivery area that meet EDS OEM standards for protecting the EDS units. The AIRPORT SPONSOR shall provide secure storage for the EDS units and any ancillary screening equipment if site conditions at the time of delivery do not provide adequate protection. The AIRPORT SPONSOR shall provide secure storage space for hardware associated with EDS / ETD integration and multiplexing until it can be installed by EDS OEM Integration Support Staff. Failure to meet these minimum requirements may result in reallocation of equipment to other sites, thus affecting the airport's overall project schedule.

## 2.1.2 Rigging Services

The AIRPORT SPONSOR will be responsible for providing rigging path verification, ingress path, and/or structural analysis. If required, the AIRPORT SPONSOR will remove and replace any walls, windows, glass, doors, or other physical barriers in support of rigging activities.

#### 2.2 INSTALLATION SUPPORT

## 2.2.1 Power Requirements

The AIRPORT SPONSOR will be responsible for providing all infrastructure power requirements for the CBIS including providing and installing all terminations for and cabling to all screening equipment in the CBIS area, CBRA room and OSR room. If required, the airport can provide separate metering of the screening equipment. The AIRPORT SPONSOR shall attest to the availability of power supply to adequately support the screening equipment and associated equipment in accordance with OEM specifications and be liable for damage to this equipment resulting from intentional deviations to accepted power supply conditions.

#### 2.2.2 Commissioning Services

The AIRPORT SPONSOR will be responsible for obtaining all other infrastructures not mentioned in Section 2.2.1 to support screening equipment operations and maintenance.

### 2.3 INTEGRATION SERVICES

The AIRPORT SPONSOR shall ensure that the BHS Contractor coordinates with EDS OEM in support of integration activities (e.g. installation and testing the required software and hardware to allow for digital and serial communication between the EDS and the BHS PLC) as needed. Terminations to the EDS for BHS PLC communication shall be performed by the Airport.

#### 2.4 NETWORKING

## 2.4.1. Network Infrastructure

The AIRPORT SPONSOR will design and install all communication conduit, fiber, etc. as required by the EDS OEM's design criteria for the EDS and EDS networking system, including but not limited to connectivity of Checked Baggage Resolution Areas, TSA network control room, and BHS Control Room as required. Exact parameters will be reviewed at Project start-up by TSA.

The AIRPORT SPONSOR will provide cabling and network patch panels in TSA control rooms, ETD search areas, and the TSA network room as determined by the network design conducted in conjunction with the AIRPORT SPONSOR. The EDS / ETD OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM-supplied networking components. The AIRPORT SPONSOR will provide all electrical outlets to support installation and operation of a fully multiplexed explosive detection system.

### 2.4.2. Network Services

No other network may interface with the networked airport screening solution. The implemented assigned network for operation shall be an isolated, stand-alone network.

#### 2.5. ACCEPTANCE - TESTING SUPPORT

The Project schedule shall allow for sufficient time to conduct mandatory testing of the EDS units after installation and integration. The Project schedule shall also factor in minimum lead times for notification of readiness for testing (7 days for SAT; 3 days for TRR; and at least 3 business days for ISAT). The AIRPORT SPONSOR shall identify operational windows in time in which testing

activities can be accomplished. Testing activities will be scheduled for normal 8-hour business days (Monday-Friday) and shall not include holidays.

Requests for overtime or multiple shifts are discouraged and will only be considered based on compelling justification. The TSA COR will review/evaluate any requests for phased testing (e.g. non-consecutive testing activities requiring multiple test team trips). Such requests must be in writing supported by compelling justification and submitted to the TSA COR well in advance of SSTP development. Programming or mechanical changes made before ISAT (typically during Contractor pre-testing or TRR) must be documented and provided to the TSA COR and Acceptance Test Contractor.

## 2.5.1 Site Specific Test Plan (SSTP)

The AIRPORT SPONSOR shall ensure that information needed to develop an accurate SSTP is provided to TSA Test Acceptance Lead at the earliest opportunity, but no later than 100 days prior to the requested testing date. Required documentation includes:

- The Site Planning Checklist
- BHS Specifications

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- Controls Description and/or Description of Operation (if both exist then provide both)
- Fail-safe and/or E-Stop Zone Drawings
- BHS Drawings, Plan Views (with control stations and locations, Photoelectric Cell numbering and locations, and conveyor numbering) and Elevation Views
- Sample CBIS Reports per PGDS shall be provided along with the Site Planning Checklist and full CBIS Reports shall be provided during ISAT testing and throughout the Run-In period. These reports shall meet the requirements described in PGDS.
- Conveyor Motor Manifest
- Installation Phasing Plan Narrative and Phasing Plan Drawings
- Construction and Testing Schedule provided at 120, 90, 60, 30 and 14 days prior to ISAT.

All drawings shall be clearly visible and readable when plotted on Arch D Size Stock. All documents shall be submitted electronically (e.g. text documents in MS Word or PDF and drawings in AutoCAD [.dwg] or PDF.)

Any system constraints that will prevent compliance with TSA testing and performance criteria must be disclosed in writing to TSA as far in advance as possible to allow for evaluation of applicable waivers. Any restrictions on system availability and accessibility for testing shall be disclosed. Cutover plans including any phasing plans that will affect the TSA Acceptance Test Contractor's ability to test the full system from ticket counters and curbside inductions (if applicable) through the outbound/sortation system shall also be disclosed to allow for the development of an accurate SSTP. Cutover plans that will result in multiple testing phases shall also be presented to the TSA COR in writing for review and approval prior to the Test Coordination Meeting and no later than 30 days prior to ISAT.

The AIRPORT SPONSOR will have the opportunity to review and comment on SSTP in advance of testing. Comments and/or questions shall be directed to the TSA COR and the TSA Site Lead Contractor.

# 2.5.2. Test Readiness Report (TRR)

This pre-ISAT activity is conducted by TSA Site Lead Contractor in coordination with the AIRPORT SPONSOR (typically the BHS Contractor.) The purpose of this testing activity is to assure TSA of site readiness for ISAT and is a precursor for TSA authorization for TSA Acceptance Test Contractor to deploy. The Airport will be provided TRR data sheets by the TSA Site Lead Contractor. BHS/CBIS configuration and operation shall be in final form intended for bag screening operations. Unless mutually agreed to, changes/improvements to BHS/CBIS between TRR and ISAT are not authorized. The AIRPORT SPONSOR must address security and efficiency defects found during TRR and be prepared to implement mutually agreed upon corrective actions prior to ISAT.

Required input from the Project Team will include:

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Functional Testing Documentation: Testing authentication must be clearly reported and show every test with bag ID and declared status on printed EDS FDRS (Field Data Reports) and on the printed Critical Tracking PEC Report (as required in PGDS) resulting bag destination. Ledger forms shall show test date, type of test, identification of bag destination location, and ID number of the bags arriving at that location. These reports shall be organized and indexed in a loose-leaf binder(s)

- Each test shall conclude with an indication of successfully passing the required criteria of BHS specification and testing criteria and if conflict or failure exists, then so indicate with an explanation.
- Presentation of completed testing and TRR required documentation to TSA Site Lead not less than 7 business days prior to anticipated Pre-ISAT date is required.

System Mixed Bag Test and System Throughput Test Observation: Sufficient numbers of test bags (no less than 100 test bags per EDS) will be utilized to "stress" the BHS/CBIS as would occur during peak operating times. Test bag set profile shall be similar to the TSA Acceptance Test Contractor's test bag profile.

- A real-time observation by TSA Site Lead Contractor of a global BHS/CBIS System Mixed Bag Test and System Throughput Test using clear and suspect bags is required.
- All EDS systems must be operational.
- All baggage entry points must be utilized.

The TSA Site Lead Contractor performs the TRR. If successful, a Test Readiness Notice is issued to the TSA COR and the TSA Acceptance Test Contractor for ISAT deployment. If delivered by COB Monday through Wednesday (5:00 p.m. EST), ISAT deployment will occur the following Monday. If delivered any time Thursday through Sunday, ISAT deployment will occur on the second Monday. If changes are made to the system following TRR without prior coordination with TSA, ISAT testing shall be postponed pending submission of documentation for review and evaluation by TSA and its Acceptance Test Contractor (see paragraph 2.5.7)

- 2.5.3. Logistical Support Needs: The AIRPORT SPONSOR shall identify any logistical or support needs that will impact TRR and ISAT testing, to include:
  - any process needed to obtain sufficient baggage tags should the system use IATA baggage tracking mechanisms, pier tags should the system use pier tags, or blank bag tags if the system does not use IATA baggage tracking mechanisms;
  - any process needed to obtain sufficient baggage tubs/totes (typically 20 per installed EDS)
  - any process needed to obtain airport badges/access for TSA Acceptance Test Contractor personnel; and/or personnel escorts
  - availability of BHSC and BHS Programmer to operate BHS during ISAT and provide support

- for ISAT Testing and diagnostic activities
- availability of baggage handling support for testing activities; and
- availability of support for delivery and secure storage of TSA Acceptance Contractor test bags for ISAT (100 bags per EDS.)

2.5.4. ISAT Testing: The TSA Acceptance Test Contractor will meet with the Airport at least 30 days prior to testing to coordinate the conduct of ISAT testing. The TSA Acceptance Test Lead and the AIRPORT SPONSOR will finalize details relating to the scheduling and duration of the testing. (Generally allow one day of travel for ISAT Testing Team in and out; one day for Site Mobilization; one day per EDS Spur Line; one day per System Level Test (Dieback, Sortation and Throughput; one day for demobilization and cleanup). It is recommended to schedule one to two additional days for unforeseen testing delays or contingences.

# 2.5.5. Test Results and Reports

In the event of a Defects Found or Failed result during TRR or ISAT testing, the AIRPORT SPONSOR shall report corrective actions to be applied and the timeline associated with said corrections. Corrective actions shall address all defects identified in the TRR/TRN (pre-ISAT) or QLR (ISAT). TSA is not obligated to accept or operate a baggage screening system that does not meet the minimum test standards.

## 2.5.6. Operational Run-In

The Run-In period will extend for a minimum of 30 days from the start of substantial operations with cutover of substantial input and output lines. This period of time shall be discussed and agreed to by all parties during the SSTP development process, and reconfirmed at the completion of the ISAT. Substantial Operations shall normally be defined as when the CBIS is processing 80% or greater of its normal (not peak) operational daily load of "checked bags or luggage". This period shall also be dependent on resolution of deficiencies found during testing and Run-In. Once a week during the Run-In period, the AIRPORT SPONSOR or their authorized representatives shall forward electronic versions of all CBIS Reports required by PGDS to the TSA RMD and Acceptance Test Contractor. After receipt, review and analysis of at least 21 days of performance data, TSA and their Acceptance Test Contractor will deploy to the site to physically verify closure of open deficiencies, and observe system operation against the data reported. During this time, measurements of belt speeds for security tracking zone conveyors will be performed. These Run-In period measurements will be recorded and reported together with similar measurements made during mobilization for ISAT testing. Based on the data analysis and physical observations, a recommendation will be made to TSA via a Test Summary Report (TSR) to end the Run-In period, extend the Run-In period, and/or change the operational status of the CBIS.

# 2.5.7. Post Commissioning Activities:

The TSA Site Lead Contractor will conduct 30-day operational run-in observations of the system following successful ISAT testing.

The AIRPORT SPONSOR shall provide the TSA COR a written response outlining corrective actions that will be taken due to outstanding deficiencies, issues, and action items identified in the Quick Look Report (QLR) and Test Summary Report within two (20 weeks of receipt of the QLR or TSR.

For the continued and secure operation of the CBIS, all changes to the BHS system that impact the CBIS operation after its initial commissioning must be reviewed, evaluated, and endorsed by TSA before they are implemented by the AIRPORT SPONSOR. The Post-ISAT changes procedure must be provided in accordance with PGDS. The procedure is to be followed for all changes to CBIS systems other than those required for normal routine and periodic maintenance/repairs to the BHS system. The AIRPORT SPONSOR responsible for the BHS system shall assemble an information package for submittal to TSA COR which includes the fallowing minimum information.

- Written description of all proposed physical and programming changes to the BHS and CBIS system(s)
- Reason for proposed change(s)
- Anticipated impact to system operation (e.g. increased throughput, lowered tracking losses, elimination of bag jams)
- Drawings showing affected areas
- Any potential security, tracking or efficiency impacts, including impacts on TSA manpower or operations
- Testing procedures

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Proposed date of changes

A sample Configuration Change Request Form is attached. This package shall be delivered to the local TSA FSD who shall review the package. The local TSA FSD shall add any comments he/she may have and forward the form to the following email address: OSTCBD@tsa.dhs.gov or the following mailing address:

Transportation Security Administration Office of Security Technology, TSA-16 TSIF Building I West Post Office Road Washington, DC 20598-6032

The TSA will review and analyze the efficacy and impact of these changes to determine if it may be necessary for TSA to re-certify the CBIS system(s). Once the review has been completed, TSA shall notify the local TSA FSD and the AIRPORT SPONSOR with the TSA recommendation and testing requirements for the system changes.



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Office of Security Technology Electronic Baggage Screening Program Checked Baggage Inspection systems

	CB	IS Configurat	ion Change Requ	lest
The TSA requires baseman@dhs e	that any changes made s	to the CBIS post-ISAI mus	t be approved by the TSA prior t	o implementation. Submit form to
Airport Code:				
Airport Name:				
Airport Address:				
Requested by:	Name:		Company:	
	Phone:		Emali:	
Date of Request:			<u> </u>	
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			Date:	Approve	Recom	ternicales in	
		Restriction (Section )	Date:		Recom	Decline	
		Sensormania di Antonio	Date:	Approve		Decline	
		Emplement is entry	Date:	Approve		Decline   Decline   Decline	

# APPENDIX B Construction Milestone Schedule

Construction Services Milestones	[Dates to be included]
Project Validated / Notice to Proceed (NTP)	meladed
Construction OTA Awarded	<del>-                                      </del>
Facility Modification NTP (if applicable)	
Facility Modification Progress Meetings (reoccurring)	
Facility Modification Substantially Complete (if applicable)	
Site Assessment and Survey Report Submitted	
Site Installation Plan (SIP) Submitted	
SIP Approved	
EDS Delivered and Placed	
Site Acceptance Test (SAT) Passed	
Integrated Site Acceptance Test (ISAT) Test Readiness Review Complete	
(if applicable)	
ISAT Passed (if applicable)	
EDS Installation/Networking Start	
EDS Installation/Networking Finish	
EDS Decommissioned (if applicable)	
EDS Removal Start (if applicable)	
EDS Removal Finish (if applicable)	
Live Bag Screening (LBS) Start	
Record Dwgs / CAD As-Built Submitted	
TSA Final Sign-off of Project	
Final Invoice Submitted	
Project Completion Notification Submitted	
Project Finish / Contract Closeout	

# APPENDIX C SCHEDULE OF CONSTRUCTION DELIVERABLES

The following deliverables are required to be submitted by the AIRPORT SPONSOR:

The following deliverables are	required to be submitted by the A	IRPORT SPONSOR:
Item	Submitted To	Frequency or Due Date
EDS Delivery Schedule	TSA COR	NLT 30 Days after
		Construction Contract Award
Schedule of Values (Design,	TSA COR;	Within 30 days after execution
Construction, Baggage	TSA Contracting Officer	of the TSA Agreement or
Handling Contracts)		upon issuing Notice to
	1	Proceed to Contractor. To be
		updated on a monthly basis
	1	and submitted with the
Coning of the Design	70.4.000	monthly report.
Copies of the Design and related Construction	TSA COR;	Upon contract award. Change
	TSA Contracting Officer	Orders affecting the Project
Contracts and Change Orders	1	require advance TSA
Monthly Milentens and	TOA COD	approval.
Monthly Milestone and Project Status Report	TSA COR;	By the 10 <sup>th</sup> of each month.
Project Status Report	TSA Contracting Officer;	Electronic submission is
	TSA Site Lead Contractor;	requested if feasible.
Quarterly Project Financial	OSTCBD@tsa.dhs.gov TSA COR;	
Statement		Quarterly upon execution of
Statement	TSA Contracting Officer;	the OTA.
Small and Disadvantaged	FinanceConfirm@tsa.dhs.gov TSA CO	A south
Business Report	13A CO	Annually on September 30 <sup>th</sup>
Financial Reporting Template	TSA COR,	and at project completion
(Appendix D)	OSTCBD@tsa.dhs.gov and	Monthly
( <b>P</b> F	TSA Contracting Officer	
189021 ma 108	CONSTRUCTION PHASE	
Mechanical and Electrical	TSA COR	Upon completion by the
Shop Drawings	TSA Site Lead Contractor	AIRPORT SPONSOR
		And OKT STONSOK
	Close Out Process	
Close Out Process -	Close Out Report submitted to	AIRPORT SPONSOR
Correction of testing	TSA COR and TSA Site Lead	responses within (2) weeks of
deficiencies	Contractor	receipt of QLR and TSR to
		address noted CBIS
Final Copy of PLC program	TSA COR	No later than 30 days after
and software disaster recovery		commissioning of system(s)
procedure in electronic format.		
As Built Drawings in	TSA COR	No later than 30 days after 30-
electronic format, .dwg		day operational run-in period
(AutoCAD) or comparable		•
format to include final		
description of operations;		

mechanical layouts, including belt speeds in CAD and PDF file format.		
Overview of drawings of the Matrix/Node, Resolution Room, OSR Room as applicable. dwg (AutoCAD) or comparable format	TSA COR	30 days after 30-day operational run-in period
Final Invoice	TSA COR; TSA CO	No later than 90 days after final sign-off of system by TSA Deployment Manager, following successful operational run-in period and start of live bag screening
PO	ST COMMISSIONING CHA	ANGES
CBIS Changes after Commissioning	OSTCBD@tsa.dhs.gov	See Post Commissioning Requirements, PGDS version 4.1

The Monthly Milestone and Project Report are to be submitted by the 10<sup>th</sup> of each month. A draft Monthly report template will be submitted via separate correspondence. The Monthly Milestone and Project Report shall address the following:

- a. Actual start and/or finish dates for updated/completed activities.
- b. Remaining duration, required to complete each activity started, or scheduled to start, but not completed
- c. The Project's progress to include Project Percent Completion; cost incurred and invoiced to date; a forecast the Project completion date and final costs; as well as monthly schedule and budget variances throughout the Project.
- d. Percentage for completed and partially completed activities.
- e. Any CO approved changes including but not limited to new activities, deleted activities, activity duration changes, and change in logic relationships between activities.
- f. Status date for the schedule update.
- g. A statement that identifies and describes any current or anticipated delays that includes the following information: identification of the delayed activity by description and activity code; type of delay; cause of the delay; effect of the delay on other activities, milestones, and completion dates; identification of actions needed to avoid or mitigate the delay.
- h. Summary of cost incurred and invoiced to date.
- i. Description of lessons learned
- j. Construction Schedule in both PDF and "live"/usable format to depict the critical path, baseline and actual date information; predecessors/successors and shall be broken down to a minimum of three (3) WBS levels where applicable.

The construction schedule will be used for all planned TSA activities (delivery of equipment, scheduling of testing, etc.).

The Small and Disadvantaged Business Report shall be submitted annually on September 30<sup>th</sup> as well as upon project completion, and shall identify the TSA funding provided to small and disadvantaged businesses as part of the project work.

# APPENDIX D OTHER TRANSACTION FINANCIAL REPORTING TEMPLATE

Name of ENTITY:			
OTA Number: Government Fiscal Year:			
Government Fiscal Tear:	-		
Quarter being reported:			
	rch otember		
Total Amount of OTA			
2. Total Expenses Incurred			
a. Payments received from T	SA		
b. Amount Invoiced but not	Received		
c. Amounts Incurred but not	Invoiced	<del></del>	
3. Remaining Balance of OTA			
Invoices Submitted But Not Yet !	Paid		<del></del>
Invoice Number	Date Submitted	Amount	
Total (about 1 and 1 all 2 l			
Total (should agree with 2.b.)			
Printed Name	Signature		
Title	Date		
4 1514	Date		
		P	
E-Mail Address	Phone Number	<del></del>	