



November 11, 2016

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

NOTICE is hereby given that a special meeting of the Operations and Development Committee will be held Monday, November 14, at 8:30 a.m., in the Airport Skyroom of the Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

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

SPECIAL MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Special Meeting of Monday, November 14, 2016
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.

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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.

A G E N D A

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. October 17, 2016

[See page 1]

4. Contracts and Leases

a. Swanson Rink Professional Services Agreement,
Recapitalization in Node 1 and Node 2 Baggage Screening Equipment

- Staff Report Attached

[See page 4]

Staff seeks a recommendation to the Commission to authorize the Executive Director to execute a time and materials Professional Services Agreement with Swanson Rink, Inc., in an amount not to exceed \$10,000 to provide the bidding support services for this project. As the cumulative cost of the multi-phase project exceeds the single transaction limit for Staff, Staff seeks the Committee's recommendation and Commission approval to execute this agreement.

Subject to the recommendation of the Committee, this item has also been included on the Commission's agenda for consideration at its meeting immediately following the Committee meeting.

5. Items for Discussion

a. Memorial Brick Relocation

No staff report is attached. Staff will present to the Committee the commemorative bricks relocation project underway that will relocate the bricks from along the walkway toward the North Tower of the Elevated Walkway to a location between Terminal A and B. This project is being undertaken to prevent wear and tear damage to the commemorative bricks and staff believes the new location will provide a more visible and attractive display to the traveling public.

b. Branding Update/Trademark Status

No staff report is attached. Staff and Anyone Collective will provide the Committee with a branding update including status of trademarks, brand style guide, and the potential timeframe for commencement of Phase 2 of the branding/marketing effort.

6. Items for Information

a. September 2016 Passenger/Cargo Statistics and Parking Information

No staff report is attached. Staff will discuss the September 2016 passenger/cargo statistics and will brief the Committee regarding parking revenue for September 2016.

7. Other Contracts and Capital Projects

8. Adjournment

Subject to Approval

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

MONDAY, OCTOBER 17, 2016

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 8:30 a.m., by Chairman Brown.

ROLL CALL

Present: Commissioners Brown and Selvidge.

Absent: Commissioner Sinanyan

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

1. Approval of Agenda

Staff recommended the deferral of agenda item 4.b. due to necessary revisions to the Swanson Rink Professional Services Agreement. Commissioner Brown moved approval of the amended agenda, seconded by Commissioner Selvidge.

The amended agenda was approved 2-0 (one absent).

2. Public Comment

There were no public speakers.

3. Approval of Minutes**a. October 3, 2016**

Commissioner Brown moved approval of the minutes of the October 3, 2016, meeting, seconded by Commissioner Selvidge. The minutes were approved 2-0 (one absent).

4. Contracts and Leases**a. DVSS Storage Area Network (SAN) Purchase and Installation Services**

Staff reported that currently the Authority's primary Digital Video Surveillance System ("DVSS") recordings reside on two Storage Area Networks ("SANs") manufactured by Dell and installed in May 2010. Staff noted the current SANs utilize older hard-drive technology which does not provide any expandability, have reached their end-of-life cycle and require replacement to meet the Authority's current storage requirements.

Staff issued a Request for Proposals on August 3, 2016, utilizing PlanetBids. Staff reported that 12 proposals of varying solutions and costs were received on August 19, 2016. A request for Best and Final Offers was then submitted to all 12 proposers on September 7, 2016, to which all 12 proposers responded with Best and Final Offers ranging from \$647,455 to \$5,470,076. Staff reported PM2NET, Inc., the low bidder, was determined to be the most technologically viable solution based upon evaluation criteria listed in the staff report.

Following Staff's presentation, which included various questions from the Committee, Staff recommended that the Committee recommend to the Commission that it (1) authorize the Executive Director to issue a purchase order to PM2NET, Inc. for the acquisition and installation of two InforTrend systems in the total amount of \$647,455; (2) utilize the existing professional services blanket purchase order with Vigilant Technologies, the Authority's current ICT outside professional services provider, to install and configure the new DVSS storage equipment at an amount estimated not to exceed \$29,810; and (3) authorize an approximate 5% project contingency in the amount of \$32,000 for an aggregate combined cost of \$709,265.

Staff advised the Committee that this project is included in the Authority's adopted FY 2017 budget for DVSS SAN replacement/upgrades. Of the total line item amount of \$1,075,000 for these related projects, \$720,000 was allocated for this replacement project. Due to the critical nature this system plays in the Authority's DVSS system, Staff recommended that this project be initially funded through the Authority's reserves pending reimbursement from Passenger Facility Charge revenue through an application scheduled for submittal later this year.

Motion

Commissioner Selvidge moved approval of Staff's recommendation, seconded by Commission Brown.

Motion Approved

The motion was approved 2-0 (one absent).

This item was also included in the Commission's October 17, 2016, agenda, subject to the Committee's review and recommendation.

**b. Swanson Rink Professional
Services Agreement
Recapitalization in Node 1 and
Node 2 Baggage Screening
Equipment**

This item was deferred to a future Committee meeting.

5. Adjournment

There being no further business, the meeting was adjourned at 8:38 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
NOVEMBER 14, 2016**

**SWANSON RINK PROFESSIONAL SERVICES AGREEMENT
RECAPITALIZATION IN NODE 1 AND NODE 2
BAGGAGE SCREENING EQUIPMENT**

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 the Hollywood Burbank Airport (“Airport”), Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to authorize the Executive Director to execute a time and materials Professional Services Agreement with Swanson Rink, Inc. (“Swanson Rink”) in an amount not to exceed \$10,000 to provide the bidding support services for this project. As the cumulative cost of the multi-phase project exceeds the single transaction limit of Staff, Staff seeks the Committee’s recommendation and Commission approval to execute this agreement.

As the TSA desires to move forward with the bidding process, this agreement, subject to the recommendation of the Committee, has also been placed on the Commission’s agenda for consideration at its meeting immediately following the Committee meeting.

BACKGROUND

In 2012 the TSA approached the Authority with a project that the TSA wanted to implement and fund at the Airport, specifically the replacement of the older four CTX 9900 in-line 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, Commission 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 the Airport that is used to inspect all checked baggage.

In May 2013 the Commission approved a professional services agreement with Swanson Rink to provide the required design and cost estimating services. Swanson Rink was selected through a competitive selection process. Swanson Rink has completed the design phase only at this time.

The TSA has subsequently requested that the Authority move ahead with the bidding phase and provided a new OTA in the amount of \$12,100, copy attached, which was executed in August 2016 by the previous Executive Director. The second phase would be solicitation of construction bids and physical implementation of the construction effort. This second phase of work has since been divided into two sub-phases, making solicitation of construction bids the first sub-phase and the physical implementation of the construction effort the second sub-phase phase.

Staff has negotiated a time and materials Professional Services Agreement with Swanson Rink with a not-to-exceed \$10,000 fee, copy attached, for performing the first sub-phase, solicitation of construction bids.

PROJECT DETAILS

Swanson Rink will provide bidding support to Authority staff by addressing requests for information from potential bidders.

Funding: The bidding phase of the project was not included in the current FY 2016/2017 budget as it was not identified by TSA at the time the FY 2016/2017 budget was prepared. Because this is a pass-through OTA with full reimbursement from the TSA, there is not expected to be any impact on the budget. Staff has been assured by TSA that funding is in place and available.

Schedule: It is anticipated that bidding will commence by mid-November 2016.

Impact on Operations: None

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to authorize the Executive Director to execute a time and materials Professional Services Agreement with Swanson Rink in an amount not to exceed \$10,000 for bidding support services.

As the TSA desires to move forward with the bidding process, this agreement, subject to the recommendation of the Committee, has also been placed on the Commission's agenda for consideration at its meeting immediately following the Committee meeting.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority/Swanson Rink, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated October 17, 2016 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Swanson Rink, Inc., a Colorado Corporation ("Consultant").

RECITALS

A. The Authority has executed an Other Transaction Agreement with the Transportation Security Administration ("TSA") for the Bob Hope Airport Recapitalization in Node 1 and Node 2 ("Project"). The Project involves modification or construction of terminal infrastructure to recapitalize TSA explosive detection systems located within the checked baggage inspection system. For Phase 1 of the Project, the Authority is required to: (i) prepare and issue a construction bid solicitation package; (ii) evaluate construction bids and select a contractor; and (iii) submit salient construction bid information to TSA for review and approval.

B. The Authority desires to retain Consultant as an independent contractor to perform bid support services for Phase 1 of the Project.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and training.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. For purposes of this Agreement, in addition to the definitions set forth above, the following definitions shall apply:

A. "Contract Administrator": Robert Anderson, Director, Engineering and Planning, or a substitute designated by the Executive Director.

B. "Contract Limit": Ten thousand dollars (\$10,000). The contract limit is comprised of ten thousand dollar (\$10,000) time and materials not-to-exceed for engineering services and documented reimbursable expenses (e.g. project-related transportation, subsistence, lodging, telephone calls, printing, and reproduction expenses).

C. "Executive Director": Frank Miller or his duly authorized designee.

D. "Indemnitees": the Authority, TBI Airport Management USA, and the respective officers, agents, employees and volunteers of each such entity.

E. "Scope of Work": the scope of work set forth in Consultant's September 27, 2016 proposal attached as Exhibit A.

2. Consultant's Services.

A. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in the Scope of Work.

B. The services shall be performed in a timely, regular basis in accordance with Exhibit A and the instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. All services rendered by Consultant shall be provided in accordance with all applicable rules, regulations and other laws of the Authority and any federal, state or local governmental agency having jurisdiction at the time service is rendered.

D. Consultant shall perform all work to the professional standards of the industry and in a manner reasonably satisfactory to the Authority. Consultant shall refer any decisions that must be made by the Authority to the Contract Administrator.

E. In the event any claim is brought against the Authority relating to Consultant's services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation that the Authority might require.

3. **Term.** This Agreement shall commence upon execution. Unless earlier terminated as provided herein, this Agreement shall remain in effect until the Scope of Work has been satisfactorily completed by Consultant or until February 28, 2017, whichever occurs first.

4. **Compensation.**

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for the Scope of Work, according to Consultant's proportionate completion of the Scope of Work. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. On a monthly basis, Consultant shall submit to the Authority an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, an estimate of the percentage complete, and a proportionate billing equal to the percentage complete. Within thirty (30) calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. **Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it is in any manner an employee of the Authority.

6. Work Product Ownership. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without restriction or limitation upon use or dissemination by the Authority.

7. Confidentiality. Consultant shall preserve the confidentiality of all data, documents, discussion or other information that is developed or received by it or that is provided for performance of this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at the expiration or termination of this Agreement. Consultant's covenant under this section shall survive the expiration or termination of this Agreement.

8. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the services.

9. Indemnification.

A. **Indemnity for Design Professional Services.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under California Civil Code Section 2782.8(c)(2).

B. **Other Indemnities.** Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, employees, subcontractors, or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the payment of all consequential damages, including the Authority's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of the Authority's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith or in enforcing the indemnity herein provided. Consultant's duty to defend pursuant to this paragraph B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10. Insurance.

A. During the term of this Agreement, Consultant shall procure, carry, maintain and keep in full force and effect, a policy or policies of insurance of types and with minimum limits described below:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 general aggregate.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Professional Liability: \$1,000,000 per claim and \$2,000,000 annual aggregate.
4. Workers' Compensation: in accordance with State of California statutory requirements.

B. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

1. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Coverage shall not be cancelled by either party except after thirty (30) days prior written notice by mail has been given to the Authority, ten (10) days notice if cancellation is due to nonpayment of premium.

6. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator.

7. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or

Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

C. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts. The certificates and endorsements must be received and approved by the Authority prior to commencement of work.

11. **Termination.** Each party shall have the right to terminate this Agreement at any time for any reason on fifteen (15) calendar days written notice to the other party. In the event of termination, the Authority shall pay Consultant for services satisfactorily rendered to the last working day this Agreement is in effect.

12. **Suspension.** The Contract Administrator may suspend all or any part of the services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

13. **Notices.** Any notices, invoices or other documents related to this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile or e-mail before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

AUTHORITY:

Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505
Attn: Frank Miller, Executive Director
E-mail: FMiler@bur.org

CONSULTANT:

Swanson Rink, Inc.
1120 Lincoln St., Suite 1200
Denver, CO 80218
Attn: Stephen W. Bennett, P.E.
E-mail: sbennett@swansonrink.com

14. **Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of his obligations without the Executive Director's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations shall be void.

15. **Litigation.** In the event that either party shall commence legal action to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of

construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

16. Exhibits. Exhibit A is incorporated in this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall prevail.

17. Incorporation of Mandatory Language. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party this Agreement shall promptly be amended to make such insertion or correction.

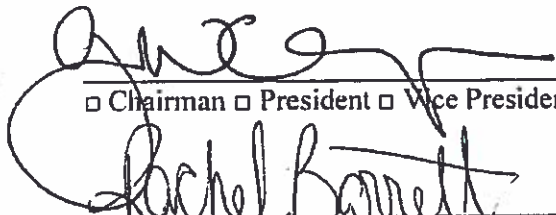
18. Entire Agreement. This Agreement, and the attached Exhibit, represents the entire and integrated contract between the Authority and Consultant related to the Project. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Project. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement by signing below.

Burbank-Glendale-Pasadena
Airport Authority

Swanson Rink, Inc.

Frank Miller, Executive Director



☐ Chairman ☐ President ☐ Vice President
☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
September 27, 2016 Consultant Proposal
(attached)



September 27, 2016

Mr. Paul Chang
Bob Hope Airport
2627 Hollywood Way
Burbank, California 91505

Reference: Project Number E12-14
Checked Baggage Recapitalization Screening Design Services Project
Bid Support - Revision 1

Dear Mr. Chang:

We appreciate the opportunity to provide this proposal for additional engineering services for the above referenced project.

SCOPE OF PROJECT

The scope of this project remains as described in our original agreement dated June 14, 2013 for the replacement of the existing Explosive Detection Systems (EDS) equipment in Terminal A at Bob Hope Airport (BUR) under the TSA EBSP Recapitalization Program.

SCOPE OF SERVICES

Our scope of services for Bid Support will include the following:

- 1) One engineer will attend one onsite pre-bid meeting.
- 2) Bid Support
 - a) Review Bid Prior to Bid
 - b) Respond to jurisdictional Comments
 - c) Respond to RFIs.
 - d) Prepare ASIs.
 - e) Prepare Addendum items clarifying the bid documents as required.

ASSUMPTIONS AND CLARIFICATIONS

1. This fee proposal is based on services being completed by January 31, 2017. If the Scope of Services is not completed by these dates through no fault of Swanson Rink, then the fee will be equitably adjusted.
2. It is understood that all the work contemplated will be performed on an active operating airport and that normal operations are to be maintained for the airport and its tenants throughout the duration of the work.

Mr. Paul Chang
Project Number E12-14
September 27, 2016
Page 2

3. We assume the construction work will be performed starting January 2017, instead of the originally anticipated scheduled 2016 delivery. The result is a delay of one year for construction and Construction Administration work.

EXCLUSIONS

1. Construction Administration services are not included in this proposal.
2. Any work other than what is defined in the Scope of Services.

FEE BASIS

The fee for the proposed engineering services is *Ten Thousand No/100 Dollars (\$10,000.00)* on a Time and charges not to exceed basis.

Bid Assist Services	\$9,000
<u>Contingency</u>	<u>\$1,000</u>
Total	\$10,000

Reimbursable expenses incurred by Swanson Rink in the interest of the project include transportation, subsistence and lodging when traveling in connection with the project, long distance telephone calls, and printing and reproduction expenses. Delivery fees and postage is included in this fee.

This fee proposal is valid for sixty (60) days from the date of this letter.

TERMS AND CONDITIONS

Terms and Conditions of this proposal are subject to our standard billing rates dated June 1, 2015.



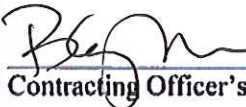

We look forward to providing our services for this project. If there are any questions, please call.

Sincerely,
SWANSON RINK, INC.

Sent Via Email

Stephen W. Bennett, PE
Vice President, Aviation

ATTACHMENTS

 Transportation Security Administration		<u>OTHER TRANSACTION AGREEMENT</u>	
OTA NUMBER		REQUISITION NUMBER	
HSTS04-16-H-CT1197		2116206CT1197	
ISSUED TO		ISSUED BY	
Burbank-Glendale-Pasadena Airport Authority Bob Hope Airport 2627 Hollywood Way Burbank, CA DUNS: 126078450		Bonnie Evangelista Contracting Officer Transportation Security Administration 701 S. 12 th St Arlington, VA 20598-6025 Bonnie.evangelista@tsa.dhs.gov	
PROGRAM TITLE			
Program Office: Office of Security Capabilities Program: Electronic Baggage Screening Program Period of Performance: Date of Award through December 31, 2016			
FISCAL DATA			
PR Number: 2116206CT1197 Accounting Line: 5CF13XB010D2016SWE044GE013723006200622CTO-5903001502010000-251B-TSA DIRECT-DEF. TASK-D Obligated Amount: \$12,100			
PURPOSE			
Please see the following pages.			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF , the Parties have entered into this Agreement by their duly authorized officers.			
 Signature		 Contracting Officer's Signature	
 Date		8/17/2016 Date	
DAN FEGER P.E. EXECUTIVE DIRECTOR PRINTED NAME AND TITLE		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(l)(6) and 114(m)(l), 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

1. 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):

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.
 7. 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** will 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 1 (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 1 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, sub-contractor, supplier, or provider of services. Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the **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
 - Copies of contracts and change orders that provide support for the actual work being invoiced
 - Vendor and subcontractor invoices with specific details about services provided and when these services were rendered
 - 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)(1), 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. Untimely Invoices

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 12th 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
 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 (l)(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 date)	Activity	Responsible Parties
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 <ul style="list-style-type: none"> • 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

	<ul style="list-style-type: none"> • Controls Description and/or Description of Operation (if both exist then provide both) • Fail-safe and/or E-Stop Zone Drawings • BHS Mechanical Plan and Elevation Drawings from Natural Induction Locations to & through the CBIS, CBRA and Make-up Locations with Conveyors labeled, Plan View Drawings and Electrical Drawings of the BHS/CBIS with Control Station & Photo eye Locations and labeling. All drawings will be “Approved for Construction” by the Airport and not Pre-Bid or Bid Use Only versions. • At least 1 Plan/Overview Drawing that shows the entire CBIS in a single view • Conveyor Motor Manifest to include not less than (Conveyor Name, Phase, Conveyor Type, Degree of Turn, Degree of Incline/Degree of 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 • Construction and Testing Schedule(s) • Installation & Commissioning Phasing Plan Narrative and Phasing Plan Drawings • Construction and Testing Schedule(s) 	
≥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. <u>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.</u> 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 waived 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
- 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:

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 following 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
- 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
1 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

CBIS Configuration Change Request

The TSA requires that any changes made to the CBIS post-ISAT must be approved by the TSA prior to implementation. Submit form to baseteam@dhs.gov

Airport Code:			
Airport Name:			
Airport Address:			
Requested by:	Name:		Company:
	Phone:		Email:
Date of Request:			
This change will affect: CBRA: <input type="checkbox"/> CBIS: <input type="checkbox"/> Pre-CBIS: <input checked="" type="checkbox"/> Post CBIS: <input type="checkbox"/>			
Description of Change:			
Reason for Change:			
Expected Results:			
Schedule:			
Estimated			



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OFFICE OF SECURITY TECHNOLOGY
ELECTRONIC BAGGAGE SCREENING PROGRAM
CHECKED BAGGAGE INSPECTION SYSTEMS

Cost:			
TSA Review			
Reviewer Comment			Initials
On reason for change:			
On expected results:			
On CBIS/CBRA Operations:			
On schedule:			
On cost:			
Other:			
Reviewer Signatures: Date: Recommendation:			
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
		Approve <input type="checkbox"/>	Decline <input type="checkbox"/>
Final Action Taken: Approved <input type="checkbox"/> Declined <input type="checkbox"/> Date: By:			

APPENDIX B
Construction Milestone Schedule

Construction Services Milestones	[Dates to be included]
Project Validated / Notice to Proceed (NTP)	
Construction OTA Awarded	
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**:

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

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
POST COMMISSIONING CHANGES		
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 10th 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 30th 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: _____

Quarter being reported:

☐ December ☐ March
☐ June ☐ September

1. Total Amount of OTA	
2. Total Expenses Incurred	
a. Payments received from TSA	
b. Amount Invoiced but not Received	
c. Amounts Incurred but not Invoiced	
3. Remaining Balance of OTA	

Invoices Submitted But Not Yet Paid

Invoice Number	Date Submitted	Amount
Total (should agree with 2.b.)		

 Printed Name

 Signature

 Title

 Date

 E-Mail Address

 Phone Number

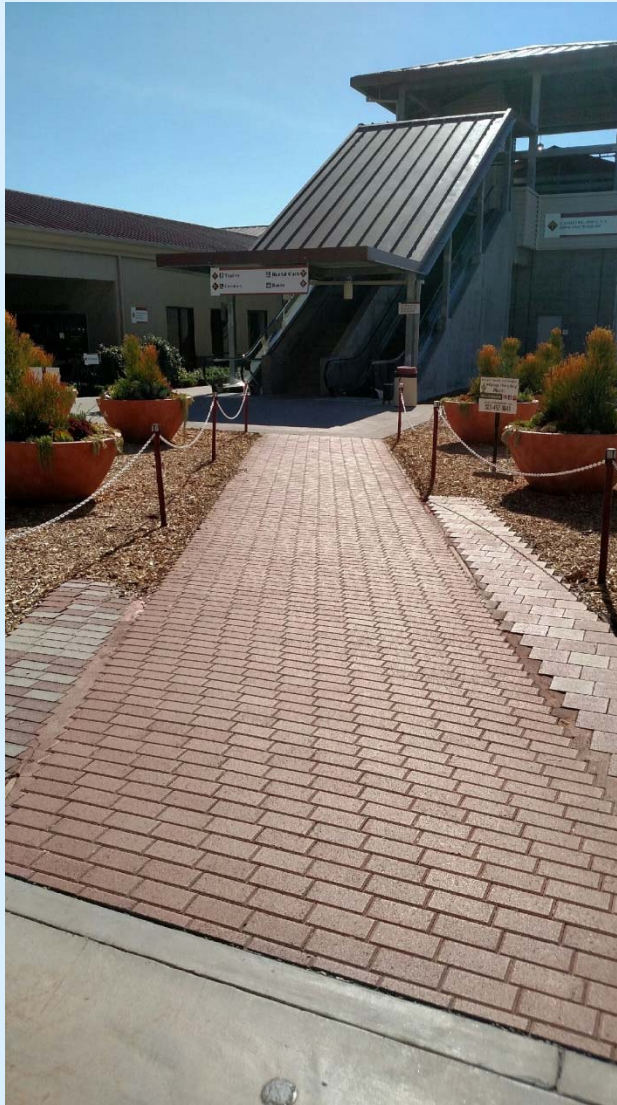
11/14/2016 Operations Cmte. Meeting
Agenda Item 5.b.
Brick Display Relocation



Commission Presentations

INFORMATION ITEM
COMMEMORATIVE BRICK DISPLAY
RELOCATION

CURRENT LOCATION



CURRENT LAYOUT



NEW LOCATION



