

City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128

Modification No. 10

Contract No. 9024.9

Construction Management Services for the International Terminal Checked Baggage Inspection System Modernization and Baggage Handling System Improvements Project

THIS MODIFICATION (this "Modification") is made as of **June 20, 2017**, in San Francisco, California, by and between **CAGE Professional Services, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, on June 30, 2011, by Resolution No. 11-0146, the Commission awarded this Agreement to the Contractor; and

WHEREAS, on October 4, 2011, by Resolution Number 11-0221 the Commission approved Modification No. 1 for a new term ending on December 31, 2013; and

WHEREAS, on July 17, 2012, by Resolution Number 12-0158, the Commission approved Modification No. 2 to increase the contract amount and modify the consultants' overhead rates; and

WHEREAS, on December 3, 2013, by Resolution Number 13-0248, the Commission approved Modification No. 3 for a new term ending June 30, 2014; and

WHEREAS, on June 17, 2014, by Resolution Number 14-0124, the Commission approved Modification No. 4 for a new term ending December 31, 2014; and

WHEREAS, on December 2, 2014, by Resolution Number 14-0249, the Commission approved Modification No. 5 for a new term ending September 30, 2015; and

WHEREAS, on September 1, 2015, by Resolution Number 15-0171, the Commission approved Modification No. 6 for a new term ending September 30, 2016; and

WHEREAS, on November 1, 2015, City and Contractor through Modification No. 7 administratively modified the Agreement to include new subconsultants and services; and

WHEREAS, on August 9, 2016, by Resolution Number 16-0221, the Commission approved Modification No. 8 for a new term ending September 30, 2017, approved revising the Agreement title to "Construction Management Services for the International Terminal Checked Baggage Inspection System Modernization Program and Baggage Handling System Improvements" to reflect the new direction for implementation of the projects, and updated labor and overhead rates; and

WHEREAS, on October 1, 2016, City and Contractor through Modification No. 9 administratively modified the Agreement to update a subconsultant's overhead rate; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the contract duration for a new ending date of September 30, 2018, to increase the contract amount, and to make other administrative changes; and

WHEREAS, on June 20, 2017, by Resolution No. 17-0155, the Commission approved this Modification to the Agreement to increase the contract amount by \$750,000, for a not-to-exceed total contract amount of \$10,695,000, and extend the term of the contract through September 30, 2018; and

WHEREAS, on _____ by Resolution No. _____, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 4099-09/10 on September 19, 2016; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Modification:

a. Agreement. The term "Agreement" shall mean the Agreement dated June 30, 2011 between Contractor and City, as amended by the:

First Amendment,	dated October 4, 2011; and
Second Amendment,	dated July 17, 2012; and
Third Amendment,	dated December 3, 2013; and
Fourth Modification,	dated June 17, 2014; and
Fifth Modification,	dated December 2, 2014; and
Sixth Modification,	dated September 1, 2015; and
Seventh Modification,	dated November 1, 2015; and
Eighth Modification,	dated August 9, 2016; and
Ninth Modification,	dated October 1, 2016.

b. Other Terms. Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. Section 2. Term of the Agreement is hereby amended to extend the term of the contract through September 30, 2018.

3. Section 5. Compensation is hereby amended as follows:

Paragraph A of Section 5, Compensation, is deleted in its entirety and replaced with the following language:

A. Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Airport Director or designee, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Ten Million Six Hundred Ninety Five Thousand Dollars (\$10,695,000)**. The breakdown of costs associated with this Agreement appears in Appendix B.4,

"Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Airport as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

4. Section 65 Federal Contract Provisions is amended as follows:

Section 65.B, CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS is deleted in its entirety and replaces with the following:

B. Federal Nondiscrimination Requirements. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-Discrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts:** Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) Withholding payments to the contractor under the contract until the contractor complies; and/or

(b) Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs B.1 through B.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with

respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

6. **New Section 66. Airport Commission Rules and Regulations** is hereby added to read as follows:

66. Airport Commission Rules and Regulations. Contractor agrees to comply with the Airport Commission's Rules and Regulations for the San Francisco International Airport as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

7. **New Section 67. Federal Fair Labor Standard Act** is hereby added to read as follows:

67. Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8. **New Section 68. Occupational Safety and Health Act of 1970** is hereby added to read as follows:

68. Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

9. **Appendices Deleted.** All Appendices incorporated in this Agreement prior to the date of this Modification are deleted in their entirety. The following Appendices are incorporated through this Modification:

Appendix A.3 – Services to be Provided by Contractor

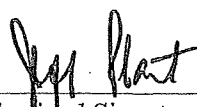

Appendix B.4 – Calculation of Charges

Appendix C.4 – Other Transaction Agreement No. HSTS04-13-H-CT1140

10. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

11. **Legal Effect.** Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: _____	
Ivar C. Satero, Airport Director	Authorized Signature
Attest:	Jeff Plant President
By _____	CAGE Professional Services, Inc. 6303 Commerce Drive, Suite 150 Irving, Texas 75063 972-550-1001
Jean Caramatti, Secretary Airport Commission	81238 City Vendor Number
Resolution No: 17-0155	75-2722503 Federal Employer ID Number
Adopted on: June 20, 2017	
Approved as to Form:	
Dennis J. Herrera City Attorney	
By  Heather Wolnick Deputy City Attorney	

- Appendix A.3 – Services to be Provided by Contractor
- Appendix B.4 – Calculation of Charges
- Appendix C.4 – Other Transaction Agreement No. HSTS04-13-H-CT1140

Appendix A.3
Services to be provided by Contractor

This Appendix A.3, Scope of Services, incorporated through Modification No. 10 replaces Appendix A, "Services to be provided by Contractor" dated June 30, 2011, Appendix A.1 incorporated into the Agreement through the First Amendment, Supplemental Appendix A.2 incorporated into the Agreement through Modification No. 6 and revisions to Appendix A.2 incorporated through Modification No. 7.

1. INTRODUCTION

PROJECT DESCRIPTION:

The following is a general project description for the International Terminal Checked Baggage Inspection System Modernization and International Terminal Baggage Handling System Improvements Project (Project). The Airport reserves the right to amend this description.

- A. International Terminal Checked Baggage Inspection System (CBIS) Modernization.** The International Terminal common use terminal systems are shared by various airlines and operated and maintained by an airline consortium contractor (SFOTEC), including the Baggage Handling System (BHS). Two existing checked baggage inspection system (CBIS) areas are not in compliance with the Transportation Security Administration's (TSA) current Planning Design Guidelines (PGDS v5.0), and the TSA screening equipment is at the end of its useful life. The CBIS improvements will include: new TSA screening equipment with higher throughput; new servers, new network; new network and programmable logic controls (PLC); new distributed input/output (I/O) controls; new Human Machine Interface (HMI); new and reconfigured baggage conveyor equipment; and new and relocated Checked Bag Reconciliation Areas (CBRA's). The two CBRA's will be on the ground floor and will be enclosed in new air conditioned rooms.
- B. Terminal 3 Boarding Area F CBIS Modernization.** Deleted.
- C. International Terminal BHS Improvements.** The common use International Terminal BHS includes twelve ticket islands, twenty four outbound makeup devices, and oversize and transfer bag systems. The common use inbound BHS includes twelve drop off and claim carousels. The common use terminal management system, baggage sortation system and airline tag readers were recently replaced. The Airport will consider adding improved tracking technology. Other portions of the BHS are obsolete and at the end of its useful life. The International Terminal BHS improvements will include: new servers, new network and PLC; new HMI; new I/O controls; new high speed/capacity diverters to replace pushers; variable frequency drives and other energy-saving equipment.
- D. Other Transaction Agreement.** The Airport and the TSA have entered into an Other Transaction Agreement No. HSTS04-13-H-CT1140 (OTA), executed on September 26, 2013, for 100% reimbursement of design and construction costs for the Modernization Program under the TSA's Recapitalization Program. The executed OTA will become part of the Contractor's agreement (Appendix C.4) and the Contractor will be responsible for the management, reporting, implementation, and ensuring Airport compliance with the terms and conditions of the OTA.

2. GENERAL CONSTRUCTION MANAGEMENT SCOPE DESCRIPTION:

The Contractor will provide the following services:

- A. Provide design submittal technical reviews for constructability, functionality, value engineering, building code and PGDS compliance for the International Terminal and Terminal 3, Boarding Area F CBIS Modernization, including baggage handling systems, architectural, structural, vertical transportation, mechanical, electrical, fire protection and special systems.
- B. Provide design submittal technical reviews for constructability, functionality, value engineering and building code compliance for the International Terminal BHS Improvements, including baggage handling systems, structural, mechanical, electrical, fire protection and special systems.
- C. Track and document all design review comments by the TSA, Airport, airlines and other stakeholders.
- D. Review and validate the Airport design consultant's cost estimates with current industry pricing.
- E. Provide scheduling analysis for the design, design-build contractor selection, and procurement, installation and certification process. Scheduling analysis will emphasize construction phasing in an operational environment.
- F. Provide monthly status, cost and schedule reports in accordance with TSA and Airport guidelines.
- G. Prepare invoice summaries, with a separate accounting system for all costs that are eligible for reimbursement by the TSA under the OTA. Assist the Airport in preparing invoices to the TSA.
- H. Provide technical assistance to the Airport in the preparation of a Request for Proposal (RFP) for the design-build contractor.
- I. Initiate meetings and communication with all stakeholders to achieve a collaborative process.
- J. Provide timely meeting reports and an issues/action log, with responsible party and due dates.
- K. Provide administrative support to the Airport Project Manager (PM). Initiate communication with the PM first as a pre-requisite to discussions with other Airport, airline and TSA management.
- L. Provide administrative and technical support to the Airport to close out the completed design-build contract and submit timely reimbursement requests to the TSA.
- M. Provide support services for design coordination and cost estimating for a future design-build RFQ/RFP.
- N. Provide general contract administration and project management support services in support of all construction activities.

3. CONSTRUCTION MANAGEMENT SCOPE DESCRIPTION

The Contractor shall provide all labor, materials, equipment and services to provide the following construction management services:

A. Project Controls and Reporting.

1. The Contractor shall provide a comprehensive project control system that has been successfully deployed and approved by the Commission. The project controls and reporting system shall be capable of complying with the reporting requirements mandated for federally funded projects. The Contractor shall recommend a format to use for deliverables and shall adjust the format to meet the requirements of the Airport.
2. The Contractors deliverables and reports shall be in electronic format compatible with the Airport's current software applications and must be accompanied by multiple hard copy color duplicates, unless alternatives are proposed and accepted for use by the Airport.
3. The following Project deliverables shall be provided by the Contractor during all tasks and phases of the Project:
 - a. Monthly Cost Reports:
 - (i) Prepare and submit monthly cost and budget reports;
 - (ii) Monitor actual Project costs, including costs and payments to Contractors and Contractors;
 - (iii) Monitor expenditures incurred by Airport staff and all Project participants;
 - (iv) Prepare monthly cash flow and trend reports and additional reports as may be requested by the Airport; and
 - (v) Anticipate and report all potential Project issues. Provide cost recovery recommendations on a monthly basis.
 - b. Monthly Schedule Reports

Updated Schedule: Monitor progress in relationship to the existing baseline schedules. Prepare detailed monthly schedule reports and schedule trend reports. Provide schedule recovery recommendations on a monthly basis.
 - c. Monthly Progress Reports

Provide a monthly report including a concise executive summary and a comprehensive matrix of significant project achievements, risks and problems, responsible parties, and anticipated resolution date. The Contractor will provide a critique of the work product of the designer and the design-build Contractor. Report information will not carry over from month to month.

 - (i) Prepare Project progress reports: Reports shall be developed to the appropriate level suitable for distribution to different management levels within the Airport organization

as well as the TSA and airlines. Provide reports monthly, quarterly, annually, or at frequencies specified by the Airport.

- (ii) Collect scope, schedule and budget data from information provided by Airport staff, other Contractors and Contractors, and outside agencies. Compile and present the information in a comprehensive format.
 - (iii) Provide a monthly status, cost and schedule reports in accordance with TSA and Airport guidelines. Include an executive summary; listing of significant issues, responsible parties and anticipated resolution dates; reports on payments, cash flow, and cost trends; and a detailed progress schedule, tracked against the original baseline schedule.
- d. Construction Manager's Monthly Report.

The Contractor will submit a written monthly report to the Airport detailing services provided to the Airport under this Agreement. The Contractor will report on its progress and document any problems known by the Contractor in performing the work.

- e. The Project will be managed by the Contractor to comply with the terms of the OTA and maintain reimbursement eligibility. The Contractor will be responsible for the management, reporting, implementation, and compliance with the terms and conditions of the OTA which is Appendix D of this agreement.

B. Project Scheduling Services

- 1. The Contractor shall:
 - a. Compile and validate Project schedules from all Airport designers, Contractors, and/or design-builders, as well as external agencies.
 - b. Generate Project schedules, including all design phase schedules.
 - c. Develop, review, and monitor Project schedules at various levels appropriate to the required management level during all Project phases.
 - d. Identify and analyze dependencies, controls, and interfaces between the Project, with other airport operational activities, and/or with external projects. Perform Project analysis sequences to optimize project implementation.
 - e. Review and monitor construction schedules and coordinate schedules with other Airport projects.
 - f. Provide schedule reporting and analysis services at the appropriate management level.
 - g. Review and verify written daily, weekly and monthly phasing, installation, cutover and contingency plans with the design-build Contractor and lead coordination meetings with Airport, TSA and airline stakeholders as necessary. Written reports shall be timely and with sufficient notice before work commences.

C. Project Budget Services

1. The Contractor shall support the Airport's financial analyses by:
 - a. Preparing and reviewing Project hard and soft cost budget estimates resulting in the establishment of a Project budget.
 - b. Review actual costs reports, invoices, and supporting documentation against the Project budget. Verify the accuracy of segregated TSA reimbursable costs and Airport costs and summarize actual costs for each funding source.
 - c. Provide Project level cost and trend management services for design, Contractor and design-build costs, segregated by TSA and Airport funding sources.
 - d. Provide a wide range of cost estimates, including pre-construction, concept, budgetary, design, construction, and engineer's estimates.
 - e. Establish a cost management system in alignment with, and supportive of, the Airport's budgeting and accounting requirements and systems.
 - f. Establish, review, and support management of appropriate budgetary contingencies and reviewing Project risks.
 - g. Provide budget and funding report services, documenting sources of funds, and provide cash flow projections for the Project.
 - h. Develop and maintain procedures to forecast Project costs and advise the Airport on corrective actions if budget forecasts are to be exceeded.
 - i. Prepare reports and maintain compliance with all OTA and federal regulations; including invoice preparation and tracking.

D. Document Control Services

1. The Contractor shall:
 - a. Maintain files of all Project documentation in an integrated, accessible electronic format with a hard copy stored in a retrievable system.
 - b. Maintain status logs of Project documents such as: design activities and status reports, requests for information, submittals, substitution requests, etc.
 - c. Assess current computerized document control/reporting systems and recommend upgrades or replacements to support the Project and all associated projects.
 - d. Develop and maintain systems for the efficient distribution of Project documents to Contractors, agencies; City departments, and other stakeholders as directed.

E. Project Coordination

1. The Contractor shall:

- a. Assist Airport staff with Project coordination and development efforts with Airport operations, airlines, TSA and other stakeholders.
- b. Assist with the establishment, implementation, and modification of Project administrative procedures, including contract preparation.
- c. Implement and support a timely Action Item system to track key Project activities, naming the person responsible for each action item and due date.
- d. Coordinate and document stakeholder programming and design review input.
- e. Assist Airport staff with identifying and coordinating Airport and tenant utilities and existing conditions infrastructure documentation.
- f. Assist Airport staff with TSA security systems and equipment coordination.
- g. Assist Airport staff with maintaining active terminal operations, phasing, protection, environmental issues, off-hours work, utility cutovers and associated activities.
- h. Document all meetings for the duration of the Project. Meeting reports will be written only by qualified Contractor staff experienced in the subject matter. In order to enhance productivity, the Contractor will provide a concise meeting format including brief description, the individual responsible, and due date. The Contractor will limit meeting discussions and adjust participation, as much as possible, to those individuals directly responsible for the subject matter. The Contractor will distribute weekly meeting look ahead schedules, including limited invitation lists.
- i. Initiate communication first with the Airport Project Manager on Project related issues as a pre-requisite to discussions with other Airport, airline and TSA management and staff. The Contractor shall report all discussions initiated by other Airport, airline and TSA management and staff to the Airport Project Manager. The Contractor shall only accept direction from the Airport Project Manager.
- j. Establish email communication standards. These communication standards, to be implemented by the Airport Project Manager, designer, and Contractor, shall be structured to limit communication to factual discussion and is addressed only to those individuals directly involved unless directed otherwise by the Airport Project Manager. The standards shall specify that individual responses to email received will not be transmitted "reply to all" unless justified. Emails will not be copied or forwarded to supervisors without prior agreement. Extended discussions will be by telephone, with the result documented by email.

F. Project Planning

1. The Contractor shall:

- a. a. Assist with planning and programming studies, which may include special engineering studies and reports such as seismic analysis, facility condition assessments, geotechnical/hazmat investigations, etc.
- b. Assist with pre-design and/or pre-construction activities.

G. Design Management Services

1. The Contractor shall:
 - a. Provide third party, peer, and quality assurance reviews of design deliverables and construction documents.
 - b. Provide management and administration of professional services and/or construction contracts (including any design-build contracts).
 - c. Provide design oversight, monitor design progress and deliverables and recommend corrective action when required.
 - d. Assist in the development of Project design standards.
 - e. Support the Airport's Public Information and Community Outreach program with suitable documentation in a variety of media.
 - f. Provide 100% design submittal reviews for constructability, functionality, building code and PGDS compliance for the baggage handling systems, architectural, structural, vertical transportation, mechanical, electrical, fire protection and special systems.
 - g. Track and participate in the design build Contractor's BIM modeling and design coordination process.
 - h. Track the design build Contractor's permitting process with the Airport Building Inspection and Code Authority (BICE).
 - i. Track and document all design review comments by the TSA, Airport, airlines and other stakeholders.
 - j. Provide requested conceptual or schematic design review services in support of the Project as directed by the Airport.

H. Construction Administration Services

1. The Contractor shall:
 - a. Review all design/builder drawings/specifications, shop drawings, submittals, and any other design documents and provide review comments to the Airport.

- b. Develop a punch list at design/build substantial completion.
- c. Provide any necessary support for design management services.
- d. Ensure the efficient, timely and synchronous scheduling and coordination of all design and construction aspects of the Project.

I. Construction Management Services

- 1. The Contractor shall:
 - a. Review construction documents for constructability, impact to Airport operations, and consistency with the Project schedule and provide review comments to the Airport.
 - b. Review construction work plans and provide review comments to the Airport.
 - c. Report on and participate in the construction trade subcontract procurement process for design-build work.
 - d. Review and/or prepare construction quality assurance/quality control plans and provide review comments to the Airport.
 - e. Provide technical, full-time, on-site observation and inspection of the progress and quality of the construction work.
 - f. Monitor environmental inspection for Contractor's compliance with environmental regulations.
 - g. Examine materials and equipment being incorporated into the work to verify that they are handled, stored, and installed properly.
 - h. Coordinate or procure the services of testing laboratories to assure that the proper number and type of tests are being performed in a timely manner.
 - i. Provide special inspections and materials testing as required.
 - j. Prepare inspection and engineer's reports for submission to the Airport.
 - k. Manage the submission of samples, shop drawings, Operation & Maintenance (O&M) manuals, and other submittals between Contractors and the Airport. The Contractor shall maintain a log of all submittals. Review as-built documentation, maintenance manuals and training requirements. Coordinate training with maintainers.
 - l. Identify problems encountered in accomplishing the work and recommend appropriate action to the Airport in order to resolve problems with a minimum effect on the timely completion of the Project.
 - m. Maintain a log of any requests for information and prepare the Airport's non-technical responses.

- n. Review and recommend progress pay requests and provide review comments to the Airport.
- o. Review Contractor reports, as-built drawings, and other construction documentation and ensure information is captured in the Airport's record keeping system.
- p. Attend job site meetings and prepare meeting minutes. The Contractor shall review and communicate information presented.
- q. Monitor compliance by all Airport Contractors on the Project with all contract terms and conditions including, but not limited to, federal requirements, certified payroll, labor standards, drug policy, security requirements, site cleanliness, and safety.
- r. Administer the evaluation and negotiation of change orders and prepare and process change orders and contract modifications.
- s. Manage activation activities and prepare written status reports.
- t. Conduct final inspections prior to Project acceptance, notify the Airport in a timely manner of the results of the inspections, and administer acceptance procedures and tests for each phase of the Project.
- u. Perform project closeout activities.
- v. Support dispute and/or claim resolution analysis and reconciliation efforts.
- w. Review and validate the design build Contractors Task Order cost estimates for both hard and soft costs. Track overall budgeting against the TSA OTA estimate. Track the design build Contractor's monthly invoice cost breakdown against the Task Order line item budgets, and identify cost trends to determine monthly budget forecasts.
- x. Track the design build Contractor's daily, weekly and monthly schedules. Scheduling analysis will emphasize phasing and cutovers in an operational environment.
- y. Review the design build Contractor's monthly invoices; including design build Contractor's documentation of actual costs; as required under the Federal Actual Cost plus Fixed Fee contract. Actual cost documentation, including electronic certified payrolls (labor time cards) and material and equipment receipts must be referenced to each Task Order budget line item.
- z. Prepare invoice summaries for all Airport, Airport design Contractors, Contractor and design build costs that are eligible for reimbursement by the TSA under the OTA. Assist the Airport in preparing invoices to the TSA.
- aa. Attend and review simulations and Factory Acceptance Testing.

- bb. Initiate meetings and communication with all stakeholders to achieve a collaborative process. Meetings will be written by qualified Contractor staff, using a concise spreadsheet format, with parties responsible and due dates listed.
- cc. Lead daily construction and operations interface meetings with Airport, TSA and airline operations and maintenance managers.
- dd. Coordinate construction phasing, cutover and contingency planning with design build Contractor and all Airport, TSA and airline stakeholders. Planning for uninterrupted operations will override all other considerations. All work activities will have a detailed written plan and a contingency plan, approved by the Airport, TSA and airline operations and maintenance managers prior to the work proceeding.
- ee. Establish construction quality standards with Airport approval, based on documented mockups with digital photos.
- ff. Coordinate construction and conduct necessary quality control measures of architectural, structural, vertical transportation, mechanical, electrical, fire protection and special systems.
- gg. Provide a record of daily installation progress and quality control inspections with digital photos.
- hh. Review the design build Contractor's safety plan documentation, education and enforcement.
- ii. Attend BICE inspections.
- jj. Coordinate TSA progress inspections, screening equipment deliveries and installation.
- kk. Coordinate TSA Integrated Site Acceptance Test (ISAT) certification processes. Multiple ISAT certifications will be necessary due to construction phasing.
- ll. Coordinate Airport's BHS site acceptance tests, and stress test demonstrations.
- mm. Provide for Special Inspections by a California licensed testing and inspection agency for concrete, structural steel and attachments.
- nn. Provide timely meeting reports and an issues/action logs, with responsible party and due dates.
- oo. Coordinate requests for information (RFI) by the design build Contractor, and obtain responses from the designer, Airport or airline stakeholders. Provide an RFI log and a track and identify late responses.
- pp. Review requests for scope changes and provide recommendations to the Airport for approval. Review Task Order budgets submitted by the design build Contractor for scope changes and provide independent estimates for Airport approval. Track pending and approved scope changes and identify late responses.

- qq. Provide a coordinated punch list for completed construction, including the lists from Contractor inspections, Airport's designer, and BICE, TSA, Airport and airline stakeholders.
- rr. Provide administrative support to the Airport Project Manager.
- ss. Provide documentation and participate in the coordination of Federal audits.

3. REPORTS

Contractor shall submit written reports as requested by the Airport. Format for the content of such reports shall be determined by the Airport. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

4. DEPARTMENT LIAISON

In performing the services provided for in this Agreement, Contractor's liaison with the Airport will be the individual listed in the Section 25, Notices to Parties, of the Agreement.

**APPENDIX B.4
CALCULATION OF CHARGES**

1. GENERAL

- 1.1 As set forth in Section 5.A "Compensation" of the Agreement, Compensation for work performed under this Agreement will be on a time and materials basis unless otherwise pre-approved by the Airport.
- 1.2 No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both required under this Agreement are received from Contractor and approved by the Airport as being in accordance with this Agreement. In no event shall the Airport be liable for interest or late charges for any late payments.

2. METHOD OF PAYMENT

- 2.1 Unless approved otherwise by the Airport, Contractor's services shall be invoiced on a monthly basis and payment will be made within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Airport Project Manager. The term "invoice" shall include Contractor's bill or other written request for payment under this Agreement for services performed. All invoices shall be made in writing.
- 2.2 Contractor shall invoice for the Work performed in conformance with procedures approved by the Airport.
- 2.2.1 Such invoices shall segregate current costs from previously invoiced costs.
- 2.2.2 Costs for individual labor shall be segregated by task and subtasks, if any.
- 2.2.3 In no case shall Contractor invoice include costs which the Airport has disallowed or otherwise indicated that it will not recognize. Costs shall be invoiced by Contractor's accounting categories and shall be subject to the audit provisions of this Agreement.
- 2.2.4 Each invoice shall clearly distinguish Contractor's personnel that is invoiced at the home office overhead rate versus the field office overhead rate. See Article 3 below for rate definitions.
- 2.2.5 Such invoices shall be as a minimum, (i) mechanically accurate, (ii) substantially evidenced and properly supported and (iii) in compliance with generally accepted accounting principles.
- 2.3 Contractor shall also certify, for each invoice, that (i) the hourly rates for direct labor, whether for Contractor or its subcontractor(s), to be reimbursed under this Agreement are not in excess of the actual hourly rates in effect for Contractor or subcontractor employees engaged in the performance of services under this Agreement at that time, and (ii) that such hourly rates are in conformance with the Agreement.
- 2.4 The Airport reserves the right to withhold payment(s) otherwise due Contractor in the event of Contractor's material non-compliance with any of the provisions of this Agreement, including, but not limited to, the requirements imposed upon Contractor in Section 15, Insurance and Section 16,

Indemnification. The Airport shall provide notice of withholding, and may continue the withholding until Contractor has provided evidence of compliance which is acceptable to the Airport.

2.5 All invoices shall be made in writing and delivered or mailed to the Airport at the mailing address listed in Section 25, Notice to Parties, of the Agreement.

3. LABOR RATES AND FEES

3.1 Direct Labor Rate and Direct Labor Rate Adjustment

- 3.1.1 The direct labor rate shall not exceed Ninety-eight Dollars (\$98) per hour. Any rate in excess of this cap will require prior written approval from the Airport's Project Manager.
- 3.1.2 Salaried personnel shall be paid on a maximum of 40 hours per week, with no overtime. Salaried personnel assigned to multiple Projects shall be paid on a pro-rata share of a 40-hour week. Contractor shall maintain signed time cards or other verifiable time records showing all assigned Projects and the shared calculation.
- 3.1.3 The approved direct labor rates stated in this Appendix B.3 shall remain in effect for one year from the date of Modification No. 10. If the Agreement is extended, the Airport may approve an annual adjustment to the direct hourly labor rates on the anniversary of the Effective Date of Modification No. 10, based on an increase in the Consumer Price Index for the preceding twelve (12) months for the San Francisco Bay Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, under the title of: "Services Less Rent of Shelter – All Urban Consumers – San Francisco/Oakland/San Jose, California" or on an increase in the wages of comparable classifications as reflected in the collective bargaining agreements between the City and County of San Francisco and the labor organization representing those classifications, whichever is lower. Such adjustment is subject to prior written approval by the Airport and must be included in a written modification to the Agreement before any increase labor rate is incurred, unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates. In no event will the adjustment exceed the lower of the above specified indices unless the proposed adjustment is made pursuant to other specific terms of this Agreement or is necessary to meet the requirements of prevailing or minimum wage legislative mandates.

3.2 Overhead Rates

3.2.1 The Airport shall pay the lesser of a firm's current audited overhead rates, or the maximum approved overhead rates as follows:

FIRM NAME	OVERHEAD RATE
CAGE Professional Services, Inc.	141.59%
KPA Group	179.01%
Chaves & Assoc.	134.94%
EPC Consultants	Field = 106.90% and Home Office = 110.24%
M Lee Corp	131.96%
Apex Testing	76.44%
Grindstone Group, LLC	75.52%

Cooper Pugada Management, Inc.	105.21%
Faith Group, LLC	129.8%

3.2.2 Contractor shall submit to the Airport current certified reviewed financial audit report(s) of overhead cost rates for home and/or field office rates upon request for a change or addition to the maximum approved overhead rates stated in this Paragraph 3.2.

3.2.3 The home office overhead cost rate shall be used when staff works in an office provided by the Contractor. The field office overhead cost rate shall be used when staff is assigned full time to an office provided by the Airport. To qualify for the field office overhead cost rate the Airport shall provide office spaces, utilities, telephone service, internet access, and computers.

3.3 Fee

The maximum Fee of **ten percent (10%)** shall be applied to the sum of direct labor and overhead only, whether Contractor or subcontractors of any tier. The Fee shall not be applied to Other Direct Costs.

3.4 Approved Mark-Up on First-Tier Subcontractors

Contractor is permitted a **two percent (2%)** mark-up on first tier subcontractor invoices.

3.5 Direct Labor Rates

The approved base direct labor rates are as follows:

CLASSIFICATION	RANGE OF RATES
Admin Support	\$22.50 - \$37.50
Analyst	\$25 - \$40
CAD Designer	\$25 - \$40
Commissioning Manager	\$35 - \$65
Construction Manager	\$45 - \$85
Design Manager	\$35 - \$65
Document Control	\$38 - \$45
Estimator	\$45 - \$75
Field Engineer	\$30 - \$70
Office Engineer	\$30 - \$70
Project Controls Manager	\$60 - \$85
Project Manager	\$55 - \$98
Resident Engineer I	\$35 - \$55
Resident Engineer II	\$50 - \$70
Resident Engineer III	\$60 - \$75
Scheduler	\$60 - \$80
Senior Cost Controls Manager	\$55 - \$75
Senior Network Designer	\$50 - \$65
Senior Systems Designer	\$55 - \$70
Site Manager/Commissioning Specialist	\$30 - \$60

Special Inspector

\$35 - \$60

4. OTHER DIRECT COSTS (ODC)

4.1 Only actual costs incurred by Contractor shall be allowed and invoiced as ODCs. Contractor shall not submit any cost in excess of \$500 without prior written authorization from Airport. There shall be no mark-ups of any kind allowed on costs reimbursed under this Paragraph 4. Costs shall be allowable only to the extent that costs incurred, or otherwise established prices, are consistent with the Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31).

4.2 The following items are considered normal Agreement costs, a part of the Approved Overhead Rates, and are not considered ODCs: (a) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of Contractor's team, regardless of location; regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100 mile limitation; (b) Internet gateways, electronic mail service or other technology-based communication service, FTP sites, or data file transfer or research services; (c) travel by Contractor or its subcontractors between its home office and the San Francisco Bay Area; (d) travel within 100 mile radius of San Francisco; travel outside 100 mile radius of San Francisco unless approved in writing in advance by the Airport; (e) in-house coordination materials among Contractor's team and subcontractors, including photocopy and drawing materials, messenger services; and (f) food and beverage and/or entertainment charges of any kind unless approved in writing in advance by the Chief Development Officer of Planning, Design & Construction.

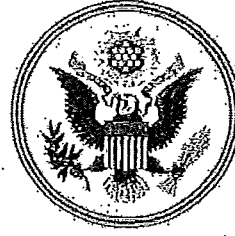
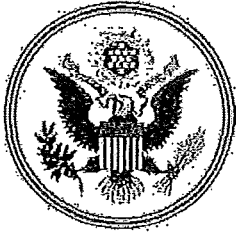
4.4 Unless authorized by the Chief Development Officer of Planning, Design & Construction, the Airport will not reimburse Contractor for the costs of business travel, contractor meals, and accommodations, this includes specialists that are based out of town and not assigned to the jobsite office. Travel and *per diem* expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences are not allowed. When authorized, travel expenses shall be in accordance with the City & County of San Francisco Travel Guidelines can be found at the following link:

https://www.google.com/url?q=http://sfcontroller.org/Modules/ShowDocument.aspx%3Fdocumentid%3D2174&sa=U&ved=0CAUQFjAAahUKFwjU0_TaqLjHAhUImogKHT3iCMw&client=internal-uds-cse&usq=AFOjCNHkyPKe3iRnxQ0y7-OQ2M7NqoiPbA

END OF APPENDIX B.4



APPENDIX C.4
OTHER TRANSACTION AGREEMENT
HSTS04-13-H-CT1140



OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION**

AND

**THE CITY AND COUNTY OF SAN FRANCISCO
Operating through its Airport Commission ("Commission")**

RELATING TO

**SAN FRANCISCO INTERNATIONAL AIRPORT (SFO)
Checked Baggage Recapitalization & Optimization Screening Construction Services
Project.**

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

HSTS04-13-H-CT1140

ARTICLE I - PARTIES

The parties to this Other Transaction Agreement (OTA) are the U.S. Department of Homeland Security, Transportation Security Administration (TSA) and the City and County of San Francisco, operating through its Airport Commission ("Commission"), as owner and operator of the San Francisco International Airport (SFO or Airport). The TSA and the Commission agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this OTA.

ARTICLE II - LEGAL AUTHORITY

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

ARTICLE III - SCOPE

The purpose of this OTA is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations of the TSA and the Commission with respect to the design, engineering and construction-related services necessary to implement the construction of the TSA recapitalization and optimization project design submitted by the Commission and reviewed by TSA pursuant to the TSA Planning Guidelines and Design Standards (PGDS) Version 4.1 found at:

<http://www.tsa.gov/research-center/airport-checked-baggage-guidance-materials>

This Project undertaken by the Commission involves the modification to or construction of the Airport terminal building infrastructure to recapitalize and optimize the TSA 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 Explosive Detection Equipment (EDS) within the baggage screening area, Explosive Trace Detection (ETD) equipment in the Checked Baggage Resolution areas, and the installation of 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 and throughput.

This OTA also includes design services for 70% and 100% drawings and specifications that will be submitted to TSA for review in accordance with the published TSA PGDS Version 4.1. This OTA does not include design services for the 30% design deliverable. The Commission will be responsible for developing various cost-effective solutions to replace fifteen (15) Explosive Detection System (EDS) machines currently located in Terminal I of the Airport, while minimizing the impact to operations and reducing the number of EDS by using higher throughput technology units (as appropriate). The solutions that the Commission proposes should be based upon a baggage screening rate derived from the current baggage screening rate and a projected, future screening rate. Solutions based upon such a combined current and future rate will allow the TSA to consider all cost factors available when making its decision of the optimal solution.

ARTICLE IV – COST SHARING AND OTHER RESPONSIBILITIES

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 EDS and ETD equipment. It does not include the costs of acquisition, delivery or installation of the EDS and ETD equipment itself. TSA will be solely responsible for the acquisition, delivery, installation, and testing of the EDS and ETD equipment at the designated Project location(s). The Total Project Cost includes the cost for the construction effort and the design effort for 70% and 100% design deliverables, but does not include the cost for the 30% design deliverable. All work performed by the Commission pursuant to this OTA shall be accomplished in accordance with the TSA PGDS v. 4.1.

2. The cost of the security-related portion of the Project has been determined to be \$59,429,406.00 (CBIS Project Costs).

A. **Recapitalization and Optimization:** TSA agrees to reimburse the Commission for **100%** of the allowable, allocable, and reasonable CBIS Project Costs specifically related to the **Recapitalization and Optimization** scope of effort that is estimated at \$59,429,406.

B. **Total:** The CBIS Project Cost for Recapitalization and Optimization includes design and construction management in addition to construction costs. This OTA is not to exceed a total reimbursement of \$59,429,406.00 (TSA Reimbursement Limit).

3. TSA will determine allowable and allocable costs in accordance with the OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" codified at 2 C.F.R. Part 225 (together with Appendices A – D) and Appendix F of the TSA PGDS. TSA will reimburse the Commission on an actual expense basis supported by one or more invoices submitted by the Commission in accordance with Article X "Payment." The parties understand and agree that all Project costs in excess of the TSA Reimbursement Limit of \$59,429,406, as well as any costs that are inconsistent with OMB A-87 and the guidance set forth in the TSA PGDS, shall be borne solely by the Commission unless otherwise agreed by the TSA in a written modification in accordance with this Article IV and Article XIII "Changes and/or Modifications." Should the TSA reimbursements of \$59,429,406, as adjusted pursuant to Article XIII, represent more than 100% percent of the final allowable and allocable, and reasonable CBIS Project Costs for the **Recapitalization and Optimization** scope of effort, the Commission will refund TSA sufficient funds such that TSA's total reimbursement will equal no more than 100% of the final allowable, allocable and reasonable CBIS Project Costs for the **Recapitalization and Optimization** scope of effort.

4. All costs requested for reimbursement must satisfy the requirements of both TSA's PDGS v. 4.1 and OMB Circular A-87. In general, the costs for which TSA will provide reimbursement under this OTA are limited to those costs associated with the CBIS area, the Checked Baggage Resolution Area (CBRA), and EDS network equipment room (if applicable to the CBIS Project) as defined in TSA's PDGS. Appendix F of the TSA's PDGS provides guidance regarding the reimbursable costs for TSA CBIS Projects.

A. Examples of costs commonly considered reimbursable under this OTA include:

- Soft cost allowances consisting of Design Fees, Project Management, Construction Management, Escalation, Design Contingency and Construction Contingency
- Construction Costs:
 - Demolition (airport building or BHS components related to the CBIS area.)
 - BHS infrastructure upgrades, platforms, catwalks located within the CBIS screening area.
 - BHS: The BHS portion located within the CBIS screening area, including redesign and upgrading of conveyors to support the integration of the EDS screening system.
 - Conveyor redesign and upgrade within the CBIS screening area.
 - Build out of the EDS network equipment room
 - Acoustical treatment in the CBRA area.
 - Heating, Ventilation, Air Conditioning (HVAC) to maintain equipment and employee environmental requirements for CBIS, CBRA and EDS network equipment room.
 - Electrical and communications infrastructure (cabling, control panels) and basic lighting fixtures for the CBIS and CBRA.
 - Telephone systems/pager systems for TSA CBIS screening area.
 - Basic architectural finishes.

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 PDGS v. 4.1.

- B. Examples of costs not considered reimbursable include, but are not limited to:
- Exterior Building Shell.
 - Baggage make-up carrousel or outbound sortation systems.
 - Maintenance, repair parts or spare parts (other than spare parts which are initially provided by the Original Equipment Manufacturer during the installation of new equipment) for airport terminal improvements including the baggage handling conveyor components installed under this Project.
 - Manual encoding consoles or stations.
 - Employee break rooms, administrative office space and restrooms not intended for the sole use of TSA staff.
 - Architecturally pleasing enhancements.
 - Extended warranties beyond one (1) year.

5. TSA will review the Commission's requests for changes or associated costs beyond the scope of the Project. Requests from the Commission for modifications or revisions must be submitted in the form of a change order request. Change Orders shall not be considered authorization to exceed the TSA Reimbursement Limit unless the Commission submits to the TSA Contracting Officer and Contracting Officer's Representative (COR) prior written notification of the expected impact to the CBIS Project Cost and the corresponding impact to the TSA Reimbursement Limit, and the TSA Contracting Officer agrees in writing to the proposed Change Order, including the proposed increase to the CBIS Project Cost and the TSA Reimbursement Limit. The Commission may not use the TSA contingency funds provided for the Project, as identified by TSA as part of this OTA, without prior written approval from the TSA Contracting Officer. The Commission will not be reimbursed for any work performed

under a change order unless approved in writing by the TSA Contracting Officer in accordance with Article XIII of the OTA.

ARTICLE V: PROJECT RESPONSIBILITIES

The primary Project responsibilities of the TSA and the Commission are outlined below. In addition to primary Project Responsibilities, specific technical responsibilities for the two parties are contained in Appendix B, "Project and Acceptance Testing Requirements", attached hereto and incorporated by reference into this OTA. The Project will be overseen by the Commission, except for those portions of the Project that are TSA's sole responsibility as set forth in this OTA.

A. TSA Responsibilities

1. Provide the TSA's PGDS, as well as the EDS equipment specification upon request from the Airport.
2. Advise as to the type of EDS equipment to be provided at each Project design phase submission.
3. Furnish, deliver, install and test the EDS and ETD equipment.
4. Provide EDS Original Equipment Manufacturer Technical Support Advisory Services to the Airport regarding installation, integration and networking of the EDS units into the BHS.
5. Provide the CBIS System Specific Test Plan (SSTP) to the Airport for the commissioning, coordination and testing of the CBIS. See PGDS Appendix D for testing details. See Appendix B 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 EDS 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 XIII "Changes and/or Modifications".
11. Provide maintenance, repair, and refurbishment to all TSA EDS and ETD equipment throughout its life cycle at no cost to the Commission.
12. Review and concur with the Recapitalization Project design, plans, and specifications for 70% and 100% design packages for the installation of the replacement EDS units in the CBIS based upon the recommendations and guidelines in the TSA PGDS in effect at the time of execution of this OTA.

B. Commission/Airport Responsibilities

1. Except for the responsibilities of the TSA, as outlined above, the CBIS Project will be managed and overseen by the Commission. The Commission, acting through such contractors as it may engage, will provide the engineering and design services, as well

as the associated construction and baggage handling system contractors, necessary for successful completion of the Project. The Commission 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 C.

2. CBIS designs should be OSHA compliant; adhere to the applicable EDS and ETD installation and integration guide specifications; and should comply with all applicable Federal, State, and local building regulations. Provisions will be made in the CBIS design that will allow TSA and its contractor's full ingress to and egress from the CBIS area for the installation, operation, testing, maintenance, and repair of the EDS and ETD equipment.
3. Obtain all necessary construction licenses, insurance permits and approvals.
4. The Commission shall deliver a firm EDS delivery schedule requirement date to TSA no later than 60 days after construction contract award. This schedule will be reviewed and approved by TSA based on OEM EDS delivery schedules. If project cannot meet the acceptance date, the Commission 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 Commission will be solely responsible for any damages and or extra startup costs associated with or that occur during this delay.
5. 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.
6. 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).
7. Provide three (3) feet of maintenance access space around the equipment so that spare parts may be removed and replaced.
8. Once installed, provide reasonable measures to protect the EDS and ETD equipment from harm, theft, and water intrusion in the screening area.
9. Prior to TSA ISAT Testing, it shall be the Commission /Airport's responsibility to exercise due diligence to protect and insure the EDS equipment from damage due to ongoing construction or weather.
10. The Airport 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 not be limited to:
 - a. Test bag laydown and storage areas 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. Ensure 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 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 most recent documentation of the project to include "approved for Construction" sets of the mechanical, electrical and controls drawings and control descriptions, see Appendix B for details.
11. Perform and bear all cost 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.
 12. Submit monthly milestone and project progress status reports by the 10th of each month to the TSA Contracting Officer's Representative (COR)/Regional Deployment Coordinator (RDC), TSA Site Lead Contractor and TSA Contracting Officer. Specific requirements for the content of the monthly project status report are identified in Appendix D.
 13. CBIS designs and construction shall meet all requirements of the TSA Security Technology Integrated Program (STIP) Data Requirements for Checked Baggage Systems as shown in Appendix E. The Airport shall provide all deliverables required in the STIP Data Requirements to the TSA COR/RDC.
 14. Receive concurrence from TSA at each stage of the design review in order to proceed to the next design review stage.
 15. Provide a budgetary construction cost estimate with the 70% and 100% design reviews for the Project.
 16. Ensure the EDS OEM site planning, installation, integration and networking guidelines are incorporated into the design to ensure operational, maintenance and environmental specifications are met.
 17. As part of the design, provide reasonable measures to protect the EDS and ETD equipment from harm, theft, and water intrusion in the screening area.
 18. Incorporate heating, ventilation, air conditioning into the design as well as OSHA requirements for those spaces occupied by TSA personnel.

For additional clarification regarding roles and responsibilities see Appendix B.

C. Operation and Maintenance Costs

It is understood and agreed that the EDS and ETD 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 the Commission.

Except for the EDS and ETD security screening equipment owned by the TSA and separately provided for use at the Airport, the Commission shall own and have title to all airport terminal building improvements made in accordance with this OTA such as heating, ventilation, air conditioning, electrical and mechanical infrastructure, baggage handling conveyor systems and controls, or other assets which are acquired and installed under this OTA in support of this

Project. It will remain the responsibility of the Commission, 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 EDS and ETD 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 Commission, whether purchased with TSA or the Commission's funds.

D. Deliverables

Appendix D identifies other required deliverables to be submitted by the Commission and/or Airport.

ARTICLE VI - EFFECTIVE DATE AND TERM

The term of this OTA shall be from the date of execution of the OTA until five years from the date of execution, unless earlier terminated by the parties pursuant to Article XV "Termination" as provided herein or extended by mutual agreement pursuant to Article XIII "Changes and/or Modifications", in order to allow the Commission time to submit a final invoice, close out the Project, and address any other issues. The Commission agrees to work with TSA to close this OTA within six (6) months of completion of the Project including successful ISAT acceptance testing and operational run-in of the in-line CBIS.

The Commission will establish and provide to the TSA Regional Deployment Coordinator (RDC) and TSA CO, within 30 days of execution of this OTA, Project Milestones that allow objective measurement of progress toward completion. TSA maintains the right to identify any additional Project Milestones to be tracked by the Commission.

ARTICLE VII - ACCEPTANCE AND TESTING

TSA will deem the Design Project complete upon review and concurrency of the 100% design submittal package for the Commission. The 100% design submittal package must conform to the TSA PGDS Version 4.1, where feasible.

TSA will deem the CBIS-related portion of the Project complete upon successful results 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 OTA 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 X only after the CBIS has passed the ISAT test and Operational Run-In period and the deficiencies have been corrected. Additional details are contained in Appendix C, "Project and Acceptance Testing Requirements"

ARTICLE VIII - AUTHORIZED REPRESENTATIVES

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

A. TSA Points of Contact:

Contracting Officer's Representative/Regional Deployment Coordinator:

Shahzan Akber

Mail Stop TSIF #32

Transportation Security Administration

1 Post Office Road

Washington, DC 20528-6032

Phone: 571-227-5645

E-Mail: Shahzan.Akber@tsa.dhs.gov

Contracting Officer:

Kerry Toscano

701 South 12th Street

Arlington, VA 20598-6025

Phone: 571-227-4932

E-Mail: Kerry.Toscano@dhs.gov

Only the TSA Contracting Officer (CO) shall have the authority to bind the Federal government with respect to scope of work, funding and liability. The TSA Regional Deployment Coordinator (RDC) is also the TSA Contracting Officer Representative (COR) and is responsible for the technical administration of this OTA and technical liaison with the Commission. 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 Commission 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 Commission as direction which could increase the Project costs and could cause the Commission to seek reimbursement from TSA in excess of the TSA's total reimbursement liability as defined in Articles IV and IX of this OTA.

B. Commission/Airport Points of Contact:

The Commission/Airport Point of Contact for all correspondence is:

Greg McCarthy

Project Manager

San Francisco International Airport

Design, Construction, & Technology

Phone: 650-821-5204

E-Mail: Greg.McCarthy@flysfo.com

ARTICLE IX - FUNDING AND LIMITATIONS

TSA will provide funding to the Commission in an amount not to exceed \$59,429,406.00 (TSA Reimbursement Limit). Funds in the amount of \$59,429,406.00 are hereby obligated and made available for payment for performance of this OTA. Expenses incurred in executing the work identified herein are chargeable to:

Procurement Request (PR)	Accounting Code	Funding Amount
	5CF05XB010D2013SWE044GE013723006200622CTO/59030 01518010000/251B/TSA DIRECT/DEF. TASK	\$6,000,246
2113203CT1140	5CF12XB010D2013SWE044GE013723006200622CTO/59030 01518010000/251B/TSA DIRECT/DEF. TASK	\$53,429,160
TOTAL FUNDING AMOUNT		\$59,429,406

In the event of termination or expiration of this OTA, 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 OTA. TSA's liability to make payments to the Commission is limited to the funds obligated and available for payment hereunder, including written modifications to this OTA.

Under no circumstances will TSA be responsible to reimburse the Commission/Airport for profit or the general costs of government. The Commission may recover the allowable direct costs of the Commission personnel performing work necessary under this OTA, as well as the allowable and allocable costs of the contractors hired by the Commission to perform the necessary work under this OTA. Profit and overhead costs for the Commission 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 Commission/Airport employees, who work on multiple activities that will result in a request for reimbursement under this OTA. TSA will not be responsible for costs incurred by the Commission/Airport, its contractors or agents to perform work not in compliance with the TSA requirements in this OTA. The TSA CO has the right to recoup any payments made to the Commission/Airport if the TSA CO determines that the invoices exceed the actual costs incurred, or if the work substantially deviates from the TSA approved CBIS design requirements for the Project pursuant to this OTA.

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 OTA (codified at 2 C.F.R. Part 225) and the allowable/not-allowable costs identified in Appendix F of TSA's PGDS v 4.1.

ARTICLE X - PAYMENT

The United States Coast Guard Finance Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the Commission must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) 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 sixty (60) days, as expenses are incurred, and must be prepared properly in accordance with the terms of this Agreement. For periods in which the Commission has not incurred a reimbursable expense, an invoice is not required. Expenses are considered to accrue on the date that the Commission 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 will make its best effort to make payment to the Commission within 90 days from receipt of each properly prepared invoice for reimbursement of incurred Project costs.

Ten percent (10%) of all submitted costs identified by TSA as allowable, allocable and reasonable shall be retained by TSA until completion of the Project, and shall only be reimbursed to the Commission upon successful completion of all of its obligations under this OTA, including, completed system documentation submitted to TSA and successful completion of all testing as required in Article VII of this OTA.

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 OTA per Article XV "Termination."

The TSA reimbursement process consists of two steps.

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

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

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

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

Email: FIN-SMB-TSAINVOICES@uscg.mil

Step 2 – Submission of Summary Invoice and Supporting Documentation

Submittal to TSA for Approval of Payment:

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

The Support Documentation should contain the following items:

- Summary Invoice from Step 1
- An executive summary project overview with the first invoice
- A summary spreadsheet providing a categorized breakdown of the amount invoiced
- Signed, approved and legible copies of each individual contractor's invoice to include schedules of values 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
 - 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 Commission for each invoice in the form of copies of check/warrants, bank wire transfers, or accounting systems transactions

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

TSA Contracting Officer's Representative
 Shahzan Akber
 Transportation Security Administration
 TSA Systems Integration Facility
 1 Post Office Way
 Washington, D.C. 20528-6032
 Mail Stop TSA TSIF - #32
 Email: OSTCBD@tsa.dhs.gov

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

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

TSA may pay any charges due under this OTA by electronic funds transfer, check, or other means.

ARTICLE XI - AUDITS

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

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

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

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

ARTICLE XII – REQUIRED FEDERAL PROCUREMENT PROVISIONS

Competition in the award of contracts or procurements resulting from this Project is strongly encouraged and the Commission should promote competition to the maximum extent practicable. The Commission may follow its local procurement requirements for this OTA. The Commission agrees to include in its contract(s) a provision that the Commission's designs and work for this Construction Project are required to comply with the TSA's PGDS Version 4.1, where feasible.

ARTICLE XIII – CHANGES AND/OR MODIFICATIONS

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

ARTICLE XIV – DISPUTES

When possible, disputes will be resolved by informal discussion between the parties. All disputes arising under or related to this OTA shall be resolved under this Article. Disputes, as used in this OTA, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of OTA terms, or other relief arising under this OTA. The dispute shall be made in writing and signed by a duly authorized representative of the Commission or the TSA. At a minimum, a dispute under this OTA shall include a statement of facts, adequate supporting data and a request for relief. In the event that the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be reviewed and adjudicated by the TSA Assistant Secretary or his or her designee. If a party disagrees with the decision of the TSA Assistant Secretary or his or her designee, they may pursue other available legal remedies.

ARTICLE XV – TERMINATION

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

In the event of termination or expiration of this OTA, 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 OTA.

ARTICLE XVI – CONSTRUCTION OF THE AGREEMENT

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

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

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

In the event that any Article and/or parts of this OTA 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 OTA, except as provided therein. If either party determines that such lapse has or may have a material effect on the

performance of the OTA, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the OTA if appropriate to address the effect of the lapse.

ARTICLE XVII - PROTECTION OF INFORMATION

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

A. RELEASE OF TECHNICAL DATA

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

B. RECORDS AND RELEASE OF INFORMATION

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

C. MEDIA

Neither the Commission, nor its contractors shall include in its publicity or public affairs activities related to the subject matter of this OTA 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. The purpose of this provision is to preclude the inadvertent release of SSI to the general public.

ARTICLE XVIII - SURVIVAL OF PROVISIONS

The following provision of this OTA shall survive the termination of this OTA: Article IV – Cost Sharing and Other Responsibilities; Article IX – Funding and Limitations; Article XI – Audits; Article XII – Required Federal Procurement Provisions; Article XIV – Disputes, Article XVII – Protection of Information and Article XVIII – Survival of Provisions.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers this 20th day of September, 2013.

U. S. Department of Homeland Security
Transportation Security Administration

The City and County of San Francisco
(Acting through its Airport Commission
as owner and operator of the San Francisco
International Airport)


Kerry Toscano
TSA Contracting Officer


John L. Martin
Airport Director

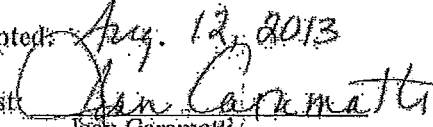
9/20/2013
Date

9/20/13
Date

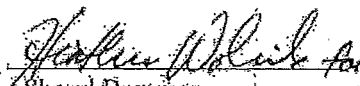
Authorized by Airport Commission

Resolution No. 13-0180

Adopted: Aug. 12, 2013

Attest 
Jean Caramatti
Commission Secretary

Approved as to Form

By: 
Sheryl Bregman
City Attorney

Appendix A
TSA Planning Guidelines and Design Standards
Deliverables Checklist

Figure 2-4
DELIVERABLES CHECKLIST

PROJECT PHASE DELIVERABLES	SECTION	COMPLETION	PROJECT PHASE DELIVERABLES	SECTION	COMPLETION
Pre-Design Phase	2.2.1		Detailed Design Phase (continued)		
Preliminary Alternatives Analysis Report			70% Design Submittals (continued)		
Preferred Alternatives Analysis Report			Description of Operations		
Schematic Design Phase			Preliminary Contingency Plan		
Basis of Design Report	2.2.2		70% Specifications		
Default Program Requirements			Drift Site Specific Configuration Management Plan		
High-Level Flow-Based Modeling Assumptions and Results			Stakeholder Review and Approval Documentation		
Preliminary Concept Plans			70% Estimate of Probable Construction and O&M Costs		
Phasing and Constructability Technical Memoranda			Phasing Schedule		
RDM Estimate of Probable Construction and O&M Costs			Conveyor Manifest		
Stakeholder Review and Approval Documentation			Updated EDS Equipment List		
Preliminary Project Schedule			100% Design Submittals	2.2.3.3	
Detailed Design Phase	2.2.2		Air Documents		
30% Design Submittals	2.2.3.1		Final Description of Operations		
Updated Basis of Design Report			Contingency Plans		
Operational Standards Assessment			Project Specifications		
Preliminary Plans			Final Site Specific Configuration Management Plan		
Cross Sections			Stakeholder Review and Approval Documentation		
Description of Operations			Final Estimate of Probable Construction and O&M Costs		
Barcode and Data Flow Charts			Final Phasing Schedule		
Table of Contents for CBIS			Updated EDS Equipment List		
Screening Equipment Installation Guidelines			Operations Training Materials and Documentation		
Outline of Reporting Capabilities			Construction Phase	2.2.4	
Stakeholder Review and Approval Documentation			Changes to Approved 100% Design Submittals		
30% Estimate of Probable Construction and O&M Costs			Construction Schedule		
Preliminary Phasing Schedule			Coursework Copies of Shop and Installation Drawings		
Conveyor Manifest			Testing and Commissioning Phase	2.2.5	
EDS Equipment List			Pre-ISAT Documentation		
70% Design Submittals	2.2.3.2		ISAT Documentation		
Updated Basis of Design Report			Project Closeout Phase	2.2.6	
Updated Operational Standards Assessment			As-built CBIS Documentation Submittal		
70% Design Drawings			Final Copy of the PLC Program with Drawings		
Cross Sections			Final Copy of Disaster Recovery Procedures		

Appendix B Project and Acceptance Testing Requirements

Scope: TSA support for the in-line Checked Baggage Inspection System (CBIS) solution will encompass design, construction and commissioning to support the in-line CBIS.

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 but ultimate responsibility resides with TSA.

1.1 EDS PLACEMENT

If applicable, 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 CBIS 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 Point of Contact.

1.2 INSTALLATION SUPPORT

1.2.1 Project Management

As applicable, 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 should be included in all relevant CBIS planning/project meetings relevant to TSA contributions to the Project. Project schedules and updates should be provided to the TSA Site Lead Contractor to ensure TSA has timely and sufficient notice of deliverable dates. The TSA Site Lead Contractor will assess the project progress against the project schedule and approved design to advise TSA of issues related to cost, schedule and/or performance impacts to the in-line project.
- The EDS OEM shall provide technical consultations to the TSA Regional Deployment Coordinator (RDC), TSA Site Lead Contractor, TSA Acceptance Test Lead, TSA Acceptance Testing Contractor and Airport 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 Acceptance Testing Contractor shall support ISAT of the CBIS (the EDS units, BHS and the integration between them) and will develop relevant CBIS test plans and reports that will be shared with the Airport.

- Support for the development and execution of the TSA Other Transaction Agreement in place between TSA and the Commission will be provided by TSA Office of Acquisition.
- Oversight and coordination of technical aspects of the Project will be provided by the TSA Regional Deployment Coordinator.
- Local TSA personnel shall support coordination of issues between TSA Regional Deployment Coordinator (RDC) and the Airport as directed by the Federal Security Director (FSD).

1.2.3 Commissioning Services

TSA, through the EDS 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 EDS machines into the required operational condition. The EDS OEM shall provide technical support, documentation, and installation of the EDS units and the associated local Baggage Viewing Stations (BVS) after confirmation that all pre-installation requirements have been met. The EDS OEM shall coordinate with the TSA RDC, TSA Site Lead Contractor, TSA Acceptance Test Lead, and the Airport to perform system testing.

1.3 Acceptance Testing

Mandatory testing for this system includes Site Acceptance Testing (SAT) for the EDS units following installation; pre-Integrated Site Acceptance Testing following the integration of the EDS units with the BHS is affirmed through a Test Readiness Review (TRR) and Test Readiness Notice (TRN); and Integrated Site Acceptance Testing (ISAT) is conducted prior to TSA acceptance of the CBIS system for operational use. TSA may elect to oversee BHS pre-ISAT conduct to confirm readiness of the system and conduct the TRR within the timeline of the ISAT to reduce the overall testing timeline. See the following table for minimum lead time requirements for testing activities.

Table 1. ISAT Timeline

Lead Times for ISAT (Days Prior to projected test date)	Activity	Responsible Parties
Site Initiation or ≥ 180 days from ISAT	Site Survey Data Collection Checklist provided to the ILDT to complete to support the ISAT Site Specific Test Plan (SSTP) development.	TSA RDC, TSA Site Lead Contractor
≥ 120 days	<p>Completed Site Survey Data Collection Checklist and supporting site documentation received by TSA Acceptance Test Contractor from TSA Site Lead Contractor, to include:</p> <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 • 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 & Photoeye 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 	ILDT, TSA Site Lead Contractor

	<p>of Incline/Decline, Length, Speed in FPM, Motor HP, Control Type (VFD yes/no), Brake Type, Motor Type, drive Type, FLA Rating).</p> <ul style="list-style-type: none"> • Installation & Commissioning Phasing Plan Narrative and Phasing Plan Drawings • Construction and Testing Schedule(s) 	
≥90 days	<p>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 ILDT, coordinate logistics and manpower and initiate the SIDA badge application process, if required. TSA Site Lead Contractor coordinates schedule with the ILDT and TSA's Acceptance Test Contractor.</p>	<p>ILDT, TSA RDC, TSA Site Lead Contractor, TSA Acceptance Test Contractor</p>
≥45 days	<p>Final SSTP Review Meeting between the TSA Acceptance Test Contractor and the ILDT 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 RDC prior to this meeting for review and response.</u> This is the last chance for the ILDT 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 ILDT and RDC prior to test execution.</p>	<p>ILDT, TSA Site Lead Contractor, TSA Acceptance Test Contractor, TSA RDC</p>
Typically 14 days to 1 day	<p>TSA Acceptance Test Contractor will ship test articles to the ILDT. The ILDT receives the test articles and stores in a secure and weather protected laydown area as agreed to by the ILDT and TSA Acceptance Testing Contractor in the Final SSTP Review Meeting.</p>	<p>ILDT, TSA Acceptance Test Contractor</p>
≥11 business days	<p>CBIS pre-testing - The ILDT 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 RDC and Acceptance Test</p>	<p>ILDT, TSA Site Lead Contractor</p>

	<p>Team. The ILDT delivers internal pre-ISAT test results to the TSA Site Lead Contractor and the Site and TRR readiness confirmation letter to the TSA RDC and Acceptance Test Team. Upon successful review, the TSA Site Lead Contractor is deployed to the site within 7 days.</p> <p>Note: TSA may combine TRN with CBIS pre-testing and/or conduct TRR as a subset of ISAT</p>	
≥7 business days	<p>TSA Acceptance Testing Contractor or Site Lead Contractor initiates & performs the TRR.</p> <p>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.</p>	ILDT, TSA Site Lead Contractor
≥3 business days	<p>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.</p>	TSA Site Lead Contractor, TSA Acceptance Test Contractor
1 business days	<p>TSA Acceptance Test Contractor travel day (normally Monday)</p>	TSA Acceptance Test Contractor
Test start	<p>TSA Acceptance Test Contractor travel day (normally Monday) with mobilization activities and an in-brief meeting with ILDT on the next business day. Prior to start of testing, TSA Acceptance Test Contractor will accept PLC code from TSA Site Lead Contractor or ILDT prior to the start of testing. TSA Acceptance Test Contractor and ILDT 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.</p>	ILDT, TSA Acceptance Test Contractor, TSA Site Lead Contractor
≤2 business days after ISAT complete	<p>QLR is submitted by the TSA Test Acceptance Contractor to the TSA Acceptance Test Lead and RDC for review.</p>	TSA Acceptance Test Contractor, TSA Acceptance

	and approval	Test Lead, TSA RDC
X 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 ILDT for correction of deficiencies prior to Live Operations	TSA RDC, TSA Acceptance Test Lead,
5 business days after ISAT review board decision	QLR is distributed by the TSA Deployment RDC	TSA RDC
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	ILDT, TSA Acceptance Test Contractor, TSA Test Lead
5 business days following completion of data collection and onsite observation for run-in	The TSA Acceptance Test Contractor provides a Test Summary Report (TSR) to the TSA Acceptance Test Lead and RDC for review and approval.	TSA Acceptance Test Contractor, TSA RDC, TSA Acceptance Test Lead
5 business days	RDC distributes TSA approved TSR to ILDT	ILDT, TSA RDC

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 7 days prior to the scheduled Acceptance testing. Passing SAT results are required prior to final 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 SSTP based on testing criteria outlined in the TSA PGDS Appendix D. The Draft SSTP will be based on the Airport's responses to a Site Planning Checklist to be completed ≥ 120 days in advance of ISAT. The Final SSTP shall be delivered to the Airport between 60 and 30 days in advance of projected ISAT start-up. The ILDT and TSA Acceptance Testing Contractor will conduct review meetings of the Draft SSTP and Final SSTP per schedule in Table 1, Section 1.3 of this OTA prior to ISAT. Any requests for deviation from the SSTP testing requirements must be delivered in writing through a RFV to the TSA RDC and Acceptance Test Lead prior to this Final SSTP meeting for review and response.

The TSA RDC and TSA Acceptance Test Lead 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 through a RFV to the TSA RDC and TSA Acceptance Test Lead during the design process and well in advance of SSTP development. Programming or mechanical changes made before ISAT (typically during Contractor pre-testing) must be documented and provided to the TSA RDC and TSA Acceptance Testing Contractor. Once a system enters TRR, no variances will be permitted to the testing 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 RDC, TSA Acceptance Test Lead and TSA Acceptance Test Contractor through weekly and monthly meetings and reports upon submission of the SSTP checklist to ensure all stakeholders maintain schedule awareness. 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 from the RDC through the local TSA Point of Contact. Test results will identify security, efficiency and safety concerns. There are four (4) possible test outcomes:

- **Meets PGDS Criteria** – The system under test meets CBIS design and PGDS criteria.
- **Minor Defects Found** – The system under test had no security failures and performance deficiencies would not impede system performance and staffing levels.
- **Major Defects Found** – The system under test had no security failures but performance deficiencies would be detrimental to system performance and/or staffing levels.
- **Fail** – The system under test produced security failures and/or deficiencies that would be excessively detrimental to system performance and staffing levels.

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 Commission'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 Live Operations Run-In , provide system performance documentation and technical assistance as requested by TSA, TSA Acceptance Testing Contractor and/or the ILDT.

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 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 EDS and ETD equipment.

1.7. MAINTENANCE

Upon successful completion of SAT testing for each unit, TSA will maintain and repair the EDS and ETD units throughout their lifecycles.

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

2.0 DESIGN

The Commission will undertake design of a baggage screening system in accordance with the TSA PGDS to meet the needs of the Airport and TSA FSD. The Commission shall submit all applicable design requirements to the TSA RDC for review and as further defined in Chapter 2 of PGDS Version 4.1. The Commission shall respond to TSA design review comments promptly and in writing prior to the start of the next design phase for the CBIS Project.

2.1 EDS PLACEMENT

If applicable, the Commission shall ensure that the Project site will be ready to accommodate the installation of the EDS and associated equipment. The Commission shall provide adequate protection to the EDS machines and to the airport infrastructure during any and all EDS

movements. The Commission shall coordinate with the EM to integrate all activities regarding placement of EDS equipment. The Commission shall provide reasonable measures to protect the EDS and ETD equipment from damage in the screening area.

2.1.1 Site Readiness and Storage

The Commission shall confirm site readiness to receive EDS units to the TSA Site Lead Contractor no later than 10 business days prior to requested delivery date. Site readiness shall address availability of temporary or 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 Commission 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 Commission shall provide secure storage space for hardware associated with EDS 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 Commission will be responsible for providing rigging path verification, ingress path, and/or structural analysis. If required, the Airport 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 Commission will provide terminations to the EDS for electrical power. The Commission will be responsible for providing all infrastructure power requirements including separate metering. If applicable, the Commission will design and install all power requirements to terminal locations within the Checked Baggage Resolution Areas and at EDS locations. The Commission will provide cabling from terminations to EDS equipment. The Commission shall attest to the availability of power supply to adequately support the EDS 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 Commission will be responsible for obtaining all other infrastructures not mentioned in Section 2.2.1 to support EDS operations and maintenance.

2.3 INTEGRATION SERVICES

The Commission 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 Commission.

2.4 NETWORKING

2.4.1. Network Infrastructure

The Commission 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 Commission 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 Commission. The EDS OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM-supplied networking components. The Commission 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 Commission 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 should not include holidays.

Testing activities shall also be scheduled such that test articles shall not be comingled either physically with Live Passenger Bags on existing or new screening systems or their electronic screening images shall not appear on consoles being used for Live Passenger Bag screening. Use of temporary networks or phased testing to accommodate the separation of Live Bags and Test Articles must be approved in writing through a RFV in advance of TRR/ISAT by the TSA RDC and TSA Acceptance Test Lead.

Requests for overtime or multiple shifts are discouraged and will only be considered based on compelling justification. The TSA RDC and TSA Acceptance Test Lead 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 RDC 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 RDC and Acceptance Test Contractor.

2.5.1 Site Specific Test Plan (SSTP)

The Commission 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 120 days prior to the requested testing date. Required documentation includes:

- Completed Site Survey Data Collection Checklist
- 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
- 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 & Photoeye 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/Decline, Length, Speed in FPM, Motor HP, Control Type (VFD yes/no), Brake Type, Motor Type, drive Type, FLA Rating).
 - Installation & Commissioning Phasing Plan Narrative and Phasing Plan Drawings
- Construction and Testing Schedules provided through weekly and monthly meetings and reports 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 RDC in writing for review and approval prior to the Test Coordination Meeting and no later than 30 days prior to ISAT.

The Commission will have the opportunity to review and comment on SSTP in advance of testing. Comments and/or questions should be directed to the TSA RDC 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 Commission (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 Commission 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 Commission 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 Section 7.2.14) resulting bag destination. Ledger forms should show test date, type of test, identification of bag destination location, and ID number of the bags arriving at that location. These reports should be organized and indexed in an electronic media/file or 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 should 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 equipment must be operational.
- All baggage entry points must be utilized.

The TSA Site Lead Contractor or Acceptance Testing Contractor performs the TRR. If successful, a Test Readiness Notice is issued to the TSA RDC 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 Commission shall identify and provide 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; Quantities of tags needed will be coordinated during the Site Survey Meeting and the SSTP review Meetings

- any process needed to obtain sufficient baggage tubs/totes (typically 20 per installed EDS)
- any process needed to obtain sufficient bag transportation devices (tugs, totes, carts, etc.) needed to move test articles in and around the CBIS, CBRA, laydown area and sort/claim devices
- any process needed to obtain safety training and/or General Contractor access for TSA Acceptance Test Contractor, as required”
- any process needed to obtain airport badges/access for TSA Acceptance Test Contractor personnel; and/or personnel escorts. Airport SIDA Badging Process shall not require more than 2 trips of test team personnel to the site, 1 work week maximum duration each, to obtain SIDA badges including fingerprinting, SIDA Training, testing, issuing and pickup.
- availability of BHSC and BHS Programmer to operate BHS during ISAT and provide support for ISAT Testing and diagnostic activities (BHS reports, investigations, and explanations to questions from the TSA Acceptance Test Contractor)
- provide baggage handling support for testing activities including bag loading, unloading, transport, fault recovery, during ISAT and TRR including movement between test and laydown/storage areas; and
- availability of support for delivery and secure and weather protected storage of TSA Acceptance Contractor test bags for ISAT (100 bags per EDS contained in 2 LD3s per 100 bags.)

2.5.4. ISAT Testing: The TSA Acceptance Test Contractor will meet with the Commission between 30 and 45 days prior to testing to coordinate the conduct of ISAT testing. The TSA Acceptance Test Lead and the Commission 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, Mixed Bag 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

The Airport shall report corrective actions to be applied and the timeline associated with deficiency 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 85% or greater of its normal (not peak) operational daily load of “checked bags or luggage” for the time period at hand (i.e. not based on future dates of operation). 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 or their authorized representatives shall forward electronic

versions of all CBIS Reports required by PGDS Chapter 7, Section 7.2.14. to the TSA Acceptance Testing 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 in either the 4th or 5th week of Substantial Live Operations to physically verify closure of open deficiencies, and assess observe system operation against the data reported. The ILDT or their Contractors will also pull and provide the PLC Code for the same PLCs as provided at ISAT start. 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 shall provide the TSA RDC 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 (2) 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 during and after its initial commissioning must be reviewed, evaluated, and endorsed by TSA before they are implemented by the Airport. The Post-ISAT changes procedure must be provided in accordance with PGDS Appendix D. 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 responsible for the BHS system shall assemble an information package for submittal to TSA RDC 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 CBIS Configuration Change Request Form will be provided by TSA. 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@dhs.gov.

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 with the TSA recommendation and testing requirements for the system changes,

APPENDIX C
Milestone Schedule

Design & Construction Services Milestones	[Dates to be included]
Project Validated / Notice to Proceed (NTP)	
Design OTA Awarded	
Facility Modification OTA Awarded	
Pre-Design Deliverables Submitted	
Pre-Design Deliverables Approved	
Schematic Design Deliverables Submitted	
Schematic Design Deliverables Approved	
30% TSA Design Deliverables Submitted	
30% TSA Design Deliverables Approved	
70% TSA Design Deliverables Submitted	
70% TSA Design Deliverables Approved	
100% TSA Design Deliverables Submitted	
Final Construction Drawings Approved	
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 D, SCHEDULE OF DELIVERABLES

The following deliverables are required to be submitted by the Commission:

Item	Submitted To:	Frequency or Due Date
Design: 70% and 100% to include detailed construction cost estimate	TSA Regional Deployment Coordinator	In accordance with the TSA PGDS, version 4.1
EDS Delivery Schedule	TSA Regional Deployment Coordinator	NLT 30 Days after Construction Contract Award
Schedule of Values (Design, Construction, Baggage Handling Contracts)	TSA Regional Deployment Coordinator 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 Regional Deployment Coordinator TSA Contracting Officer	Upon contract award. Change Orders affecting the CBIS Project require advance TSA approval.
Monthly Milestone and Project Status Report	TSA Regional Deployment Coordinator TSA Contracting Officer TSA Site Lead Contractor	By the 10 th of each month. Electronic submission is requested if feasible.
Quarterly Project Financial Statement	TSA Regional Deployment Coordinator TSA Contracting Officer FinanceConfirm@tsa.dhs.gov	Quarterly upon execution of the OTA.
Summary report of Small Business/Disadvantage Business Enterprises utilization Report	TSA Contracting Officer	By September 30 th each year and upon completion of the Project via email
CONSTRUCTION PHASE		
Mechanical and Electrical Shop Drawings	TSA Regional Deployment Coordinator TSA Site Lead Contractor	Upon completion by the Commission
Close Out Process		
Close Out Process – Correction of testing deficiencies	Close Out Report submitted to TSA Regional Deployment Coordinator and TSA Site Lead Contractor	Airport responses within (2) weeks of receipt of QLR and TSR to address noted CBIS
Final Copy of PLC program and software disaster recovery	TSA Regional Deployment Coordinator	No later than 30 days after commissioning of system(s)

procedure in electronic format.		
As Built Drawings in electronic format, .dwg (AutoCAD) or compatible format to include final description of operations; mechanical layouts, including belt speeds in CAD and PDF file format.	TSA Regional Deployment Coordinator	No later than 30 days after 30-day operational run-in period
Overview of drawings of the Matrix/Node, Resolution Room, OSR Room as applicable, .dwg (AutoCAD) or compatible format	TSA Regional Deployment Coordinator	30 days after 30-day operational run-in period
Final Invoice	TSA Regional Deployment Coordinator 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@dhs.gov	See Post Commissioning Requirements, Appendix B, paragraph 2.5.7

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).

APPENDIX E

STIP DATA REQUIREMENTS FOR CHECKED BAGGAGE SYSTEMS

The TSA HQ Office of Information Technology (OIT) and Security Technology Integrated Program (STIP) require STIP-enabled transportation security equipment (TSE) to have specific connections to securely and reliably network the equipment. Multiple parties play a role in this portion of Checked Baggage Inspection System (CBIS) specification and execution.

Roles and Responsibilities for Implementing STIP

As CBISs are recapitalized or optimized, the project owner's contractor will provide new telecommunications outlets and cables as needed to support new technology. If a CBIS reconfiguration is initiated as part of a recapitalization/optimization, safety effort, new technology deployment or any other CBIS redesign initiative, the CBIS contractor will be responsible for restoring the previous state of connectivity ("make whole"), including development of the scope of work (SOW). Implementation in the field will occur via the CBIS contractor. A working group, or Integrated Local Design Team (ILDT) must be formed consisting of representatives from the Airport Authority, FSD staff, OSC, OIT and STIP. The group should meet immediately via conference call once it has been determined that a CBIS is going to be recapitalized or optimized. This action will ensure that ALL aspects of the CBIS redesign have been identified and assigned to a specific group for action and funding. The ILDT will organize the working group members, develop, review and approve the SOW. The OIT Field Regional Manager (FRM) shall always be consulted when a CBIS redesign is initiated and will provide the necessary routing information to ensure the checked baggage systems are appropriately cabled to a networked TSA IT cabinet.

The IMAC Process

The IMAC Process is the mechanism by which TSA OIT will procure and install IT hardware (e.g. network switch) following the IT infrastructure build-out of a CBIS contractor. The OSC Regional Deployment Manager (RDM) shall be responsible for engaging OIT at project initiation and including the respective regional Field Relations Manager (FRM) throughout the construction process.

The IMAC process takes between 30 and 45 days and needs to be initiated to complete the following tasks:

- Procurement, configuration and shipment of IT hardware
- Installation of IT hardware
- Patch cabling of checked baggage equipment
- Validation of network connectivity for checked baggage equipment
- Validations of STIP EM sever registration for checked baggage equipment.

It is imperative to engage each team member as early as possible in order to avoid any gaps in IT services.

Specific Design Standards and Requirements

Two modular jacks consisting of a flush-mounted telecommunications outlet box plus/minus 10 feet from the equipment are required. Even though one is redundant, both terminations should be connected using Cat5e or Cat6 4-pair 100 ohm unshielded twisted pair (UTP) or screened twisted pair (ScTP) cable and terminated on the patch panel in the closest TSA IT cabinet. The data cable type should be based on the existing conditions at the Checked Baggage Inspection System (CBIS). The purpose of this connectivity is so that TSA HQ can review statistical data over the network from screening equipment for a particular airport and time period without having to go to the site.

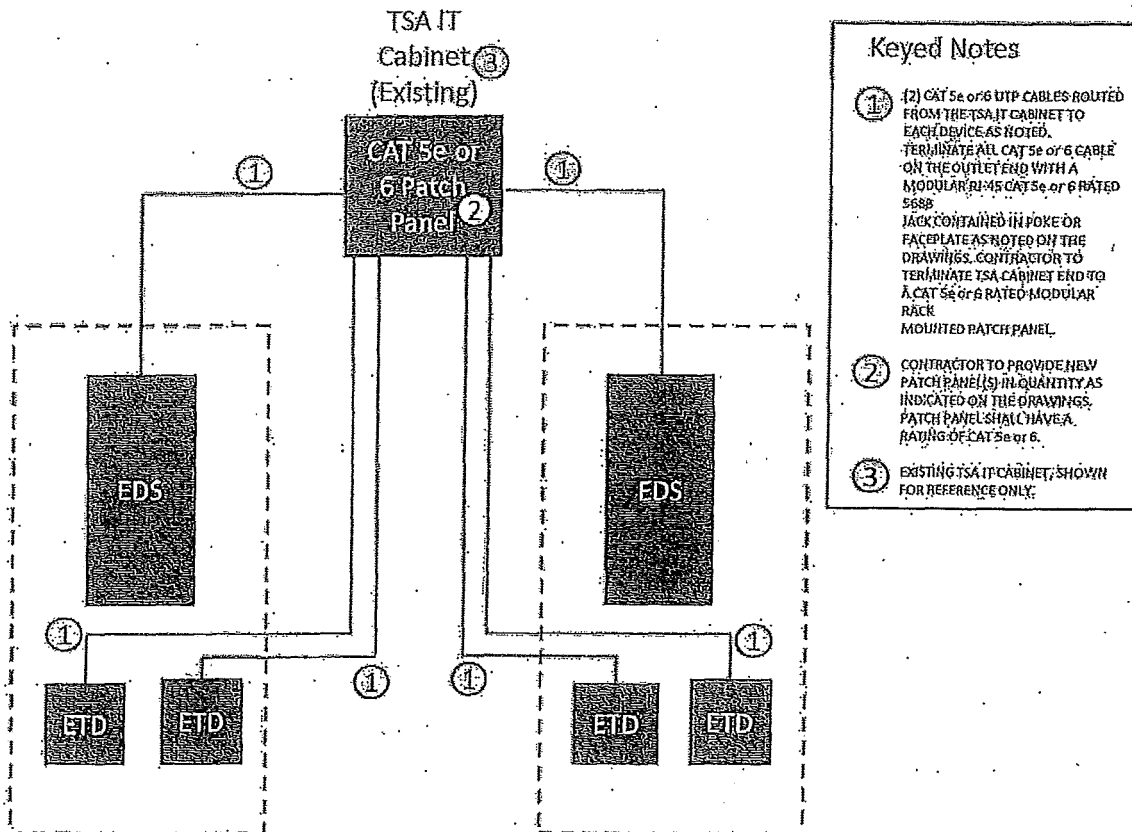
Installation and/or relocation of Cat5e/Cat6 data cabling will meet or exceed the specifications listed in the TSA Structured Cabling System Guidelines dated July 2012 [Attached]. This document will be provided by the TSA to the ILDT.

In addition, the following requirements should be met:

- All ETDs and stand-alone EDSs will have 1 “dual telecommunications outlet”.
- It is assumed that when a multiplex server is present, connectivity to TSANet will terminate at the multiplex server cabinet, therefore connectivity to TSANet for each EDS is not required.
- All core drilling will support a minimum of 4 “modular jacks”.
- All new fiber installations will be multimode fibers, either multimode fiber, either 50/125 or 62.5/125 micron fibers or 50/125 or 62.5/125 micron fibers, six-strand bundles enclosed in inner duct.
- All cabinet installations require 2 110v 20A service.
- All cabinet installations will meet the local seismic rating requirements and can be floor/bracket mounted.
- All cabling outside of TSA controlled space must be in Rigid Metal Tubing (RMT) conduit. Any deviance will must be approved through existing RFV procedures.
- All newly installed and existing data jacks and associated patch panels must comply with TSA’s approved scheme [see provided TSA Structured Cabling System Guidelines dated July 2012].
- Provide TSA completed Data Capture Sheet [Attached] and cable certification paperwork prior to established I-Sat date.

Figure 1 illustrates all of the equipment that must be connected to the Main Distribution Frame (MDF)/Intermediate Distribution Frame (IDF) IT cabinet for a stand-alone CBIS configuration. When the EDS are in a stand-alone configuration, each EDS must be connected to the patch panel.

Figure 1
STAND-ALONE CBIS CONFIGURATION

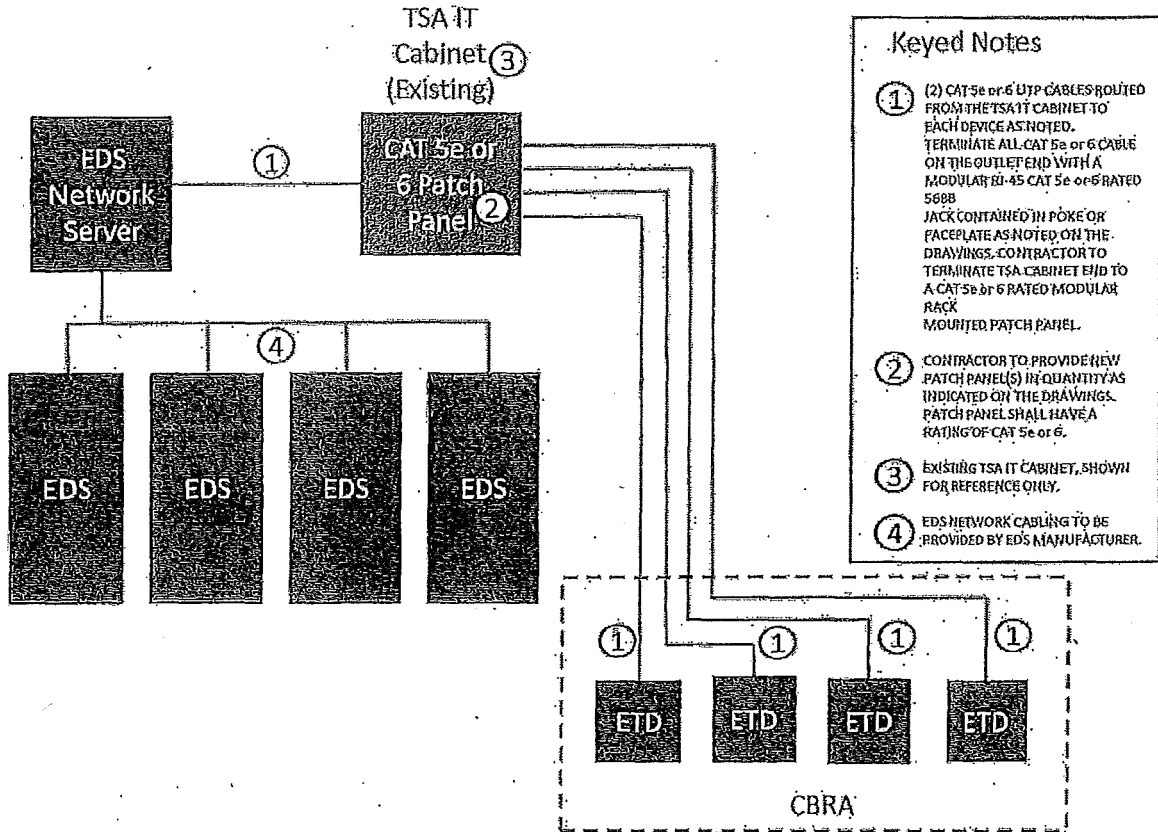


Keyed Notes

- ① (1) CAT 5e or 6 UTP CABLES ROUTED FROM THE TSA IT CABINET TO EACH DEVICE AS NOTED. TERMINATE ALL CAT 5e or 6 CABLE ON THE OUTLET END WITH A MODULAR RJ-45 CAT 5e or 6 RATED 568B JACK CONTAINED IN FUSE OR FACEPLATE AS NOTED ON THE DRAWINGS. CONTRACTOR TO TERMINATE TSA CABINET END TO A CAT 5e or 6 RATED MODULAR RACK MOUNTED PATCH PANEL.
- ② (2) CONTRACTOR TO PROVIDE NEW PATCH PANEL(S) IN QUANTITY AS INDICATED ON THE DRAWINGS. PATCH PANEL(S) SHALL HAVE A RATING OF CAT 5e or 6.
- ③ (3) EXISTING TSA IT CABINET, SHOWN FOR REFERENCE ONLY.

Figure 2 illustrates all of the equipment that must be connected to the IDF IT cabinet for a CBIS where the EDS machines are already networked together. When the EDS machines are networked together (i.e., MUX, NEDS, etc.), the connection only needs to be made to the EDS Network Server(s).

Figure 2
NETWORKED CBIS CONFIGURATION



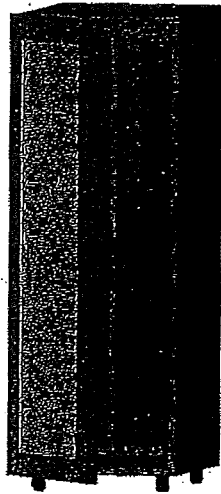
At a minimum, the following guidelines should be considered when designing a new CBIS or reconfiguring an existing CBIS.

- If an existing TSA IT cabinet is within 295 feet of the CBIS:
 - Verify that the existing switches have sufficient open ports to accommodate the required number of drops
 - Notify TSA OIT FRM if the existing switch capacity will not accommodate the required number of drops so that additional equipment can be procured;
 - Punch down cabling from the individual CBIS devices in the patch panel of the IT cabinet

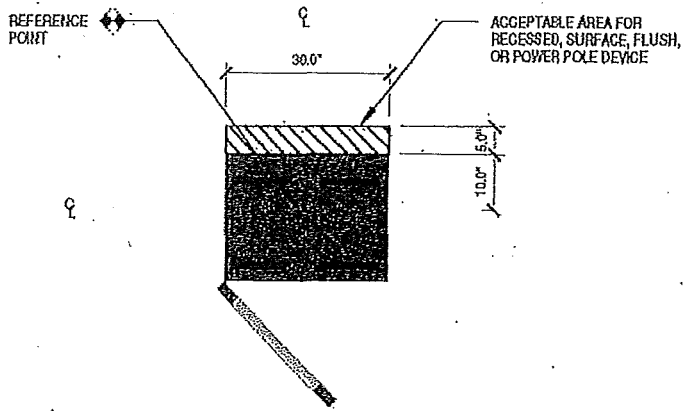
- If there is no IT cabinet within 295 feet of the CBIS:
 - Install an appropriate IT cabinet. Refer to **Figure 3** for the IT cabinet specifications
 - Run fiber optic cable from the IT cabinet to an existing TSA IT cabinet
 - Notify TSA OIT FRM so that additional equipment can be procured.
 - Punch down cabling from the individual CBIS devices in the patch panel of the IT cabinet
 - Initiate IMAC group to install jumper cables from the patch panel to the switch and activate port

Figure 3
IT CABINET

IT Cabinet	Size	1 or more per checkpoint depending on size	For 24H, 36H and 48H:	For 60H and 72H:	Additional Items
	Size 24H 24.0'H x 27.3"W x 30.0"D Weight: 97 lbs		<ul style="list-style-type: none"> • Dedicated • 30A, 125V, 3KVA/Cabinet • 2 Pairs, 3 Wires Grounding • NEMA 16-30R Receptacle • 3KVA UPS • 6' power cord from the IT cabinet to the receptacle 		<ul style="list-style-type: none"> • 30" front and rear access is required. • These cabinets will receive all data communication lines from the SSCB; to the cabinet should be located as close to the SSCB as possible, but in a secure location. Careful consideration needs to be given to the IT cabinet location because the exhaust fan for cooling can be loud when located in a confined space with TSA or airport personnel. • Equipment racks can be folded into the cabinet from the front or the back at the location where the cabinet is installed. Although not required, side access would improve rack accessibility and TSA personnel mobility around the cabinet. • Refer to Program of Requirements dated July 2005, Section H-D for ISabling, cable management and administration of IT cabinet. • Refer to Program of Requirements dated July 2005, Section I-D for acceptance testing of IT circuits. • Weatherized cabinets are an option in some instances, but must adhere to all applicable local codes and standards. Recommend consultation with the Field Regional Manager (FRM) when considering a weatherized alternative.
	Size 36H 35.0'H x 27.3"W x 30.0"D Weight: 124 lbs				
	Size 48H 48.0'H x 27.3"W x 30.0"D Weight: 161 lbs				
	Size 60H 60.0'H x 27.3"W x 30.0"D Weight: 246 lbs		<ul style="list-style-type: none"> • Dedicated • 30A, 208V, 6KVA/Cabinet • 2 Pairs, 3 Wires Grounding • NEMA 16-30R Receptacle • 6KVA UPS • 6' power cord from the IT cabinet to the receptacle 		
	Size 72H 72.0'H x 27.3"W x 30.0"D Weight: 274 lbs				



Isometric View

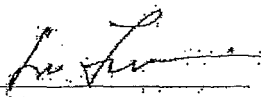



PLAN VIEW




Transportation
Security
Administration

OTHER TRANSACTION AGREEMENT

OLA NUMBER		REQUISITION NUMBER	
HSTS04-13-H-CT1140 Modification Number: P00001		2116206CT1208	
ISSUED TO		ISSUED BY	
City and County of San Francisco San Francisco International Airport (SFO) PO Box 3097 San Francisco, CA 94128 DUNS: 046004081		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: 9/26/2013-9/26/2018			
FISCAL DATA			
PR Number: 2116206CT1208 Accounting Line: n/a Obligated Amount: \$0			
PURPOSE			
In accordance with Article XIII <i>Changes and/or Modifications</i> the purpose of this modification is to revise Article III <i>Scope</i> and update Article VIII <i>Authorized Representatives</i> . See additional pages for further details.			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
 Signature		 Contracting Officer's Signature	
July 8, 2016 Date		7/13/2016 Date	
for John L. Martin, Airport Director PRINTED NAME AND TITLE		Bonnie Evangelista, TSA Contracting Officer PRINTED NAME AND TITLE	

Approved as to form:
DENNIS J. HERRERA
City Attorney

By 
Deputy City Attorney

I. This modification changes Article III as follows.

MODIFY FROM:

ARTICLE III – SCOPE

The purpose of this OTA is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and responsibilities of the TSA and the Commission with respect to the design, engineering and construction-related services necessary to implement the construction of the TSA recapitalization and optimization project design submitted by the Commission and reviewed by TSA pursuant to the TSA Planning Design Guidelines and Design Standards (PGDS) Version 4.1 found at http://www.tsa.gov/research/checked_baggage_material.shtml.

This Project undertaken by the Commission involves the modification to or construction of the Airport terminal building infrastructure to recapitalize and optimize the TSA 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 Explosive Detection Equipment (EDS) within the baggage screening area, Explosive Trace Detection (ETD) equipment in the Checked Baggage Resolution areas, and the installation of 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 and throughput.

This OTA also includes design services for 70% and 100% drawings and specifications that will be submitted to TSA for review in accordance with the published TSA PGDS Version 4.1, this OTA does not include design services for the 30% design deliverable. The Commission will be responsible for developing various cost-effective solutions to replace fifteen (15) Explosive Detection System (EDS) machines currently located in Terminal 1 of the Airport, while minimizing the impact to operations and reducing the number of EDS by using higher throughput technology units (as appropriate). The solutions that the Commission proposes should be based upon a baggage screening rate derived from the current baggage screening rate and a projected future screening rate. Solutions based upon such a combined current and future rate will allow the TSA to consider all cost factors available when making its decision of the optimal solution.

MODIFY TO:

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 CITY with respect to the design and construction-related services necessary to implement the optimization of in-line systems at Terminal 1, International Terminal A (BAA) and International Terminal G (BAG) (hereinafter "Project") submitted by the CITY and approved by TSA pursuant to the TSA Planning Guidelines and Design Standards (PGDS) Version 5.0 dated July 16, 2015, which can be found at:

<https://www.fbo.gov/index?s=opportunity&mode=form&id=2cd2d67c3aea24381c955dd52e07d142&tab=core&cvview=1>.

This OTA also includes design services for 70% and 100% drawings and specifications for the Terminal 1 project as well as 100% drawings and specifications for the BAA and BAG projects. This Project undertaken by the CITY involves the modification or construction of the Airport terminal building infrastructure to optimize and install the TSA Explosives Detection Systems (EDS) equipment 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), 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.

- II. This modification revises the TSA Points of Contact in Paragraph A of Article VIII *Authorized Representatives* as follows.

Regional Deployment Coordinator/Contracting Officer Representative
Gregory Cypher
Transportation Security Administration
Office of Security Capabilities, TSA-16
TSIF Building
1 West Post Office Road
Washington, DC 20528-6932
Phone: 571-227-2320
E-Mail: gregory.cypher@tsa.dhs.gov

Contracting Officer:
Bonnie Evangelista
Transportation Security Administration
Office of Acquisition, TSA-25
701 S. 12th Street
Arlington, VA 22202
Phone: 571-227-1655
E-Mail: bonnie.evangelista@tsa.dhs.gov

- III. This administrative modification is being executed at no additional cost to the Government. The TSA Reimbursement Limit of \$59,429,406 as detailed in Article IV *Cost Sharing and Other Responsibilities* and all other terms and conditions remain unchanged and in full force and effect.

--End of Modification--