

# OTHER TRANSACTION AGREEMENT

AND SECTION TO THE PROPERTY OF	
OTA NUMBER	REQUISITION NUMBER
70T04018T9CAP1080	2118208AP1080
ISSUED TO	ISSUED BY
Savannah Airport Commission Savannah-Hilton Head International Airport (SAV 400 Airways Avenue Savannah, GA 31408-8000 <b>DUNS:</b> 059534529	Evelyn S. Tyndell, Contracting Officer Transportation Security Administration 701 S. 12 <sup>th</sup> St Arlington, VA 20598-6025 Email: evelyn.tyndell@tsa.dhs.gov
PRO	OGRAM TITLE
Program Office: Office of Acquisition Program Mana Program: Electronic Baggage Screening Program Period of Performance: Two years after date of aware PSC: Y1BE - Construction of Airport terminals	
•	CAL DATA
PR Number: 2118208AP1080 Accounting Line: 5CF16XB010D2018SWE044GE01 DIRECT/DEF. TASK  Total Obligated Amount: \$ 4,666,228.05	
P	PURPOSE
Please see the following pages.	
	ZED SIGNATURES ered into this Agreement by their duly authorized officers.
Signature Date	Contracting Officer's Signature Date  Evelyn S. Tyndell, TSA Contracting Officer
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE





## OTHER TRANSACTION AGREEMENT

## **BETWEEN**

# DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION (TSA)

#### **AND**

## SAVANNAH AIRPORT COMMISSION

## **Relating to**

# SAVANNAH/HILTON HEAD INTERNATIONAL AIRPORT NEW In-Line CBIS

Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, 49 U.S.C. 114(m)(1), 49 U.S.C. 106(l)(6), and the Homeland Security Act of 2002

AGREEMENT NUMBER 70T04018T9CAP1080

### **ARTICLE I - PARTIES**

This Other Transaction Agreement (hereinafter referred to as "Agreement" or "OTA") is entered into between the U.S. Department of Homeland Security, Transportation Security Administration (hereinafter referred to as "TSA") and SAVANNAH AIRPORT COMMISSION (hereinafter referred to as the "PROJECT SPONSOR") relating to the SAVANNAH/HILTON HEAD INTERNATIONAL AIRPORT (Airport or SAV). The TSA and the PROJECT SPONSOR agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

#### ARTICLE II – LEGAL AUTHORITY

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

#### ARTICLE III - SCOPE

The purpose of this **Agreement** is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and responsibilities of the **TSA** and the **PROJECT SPONSOR** with respect to the construction-related services necessary to implement the Facility Modification for a new in-line CBIS that will replace three (3) standalone EDS units with three (3) inline EDS units as specified in SAV's CBIS design (hereinafter "**the Project**") submitted by the **PROJECT SPONSOR** and approved by **TSA** (Reference: TSA approval letter provided September 2017) pursuant to the TSA Planning Guidelines and Design Standards (PGDS) Version 6.0 dated September 29, 2017.

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

#### ARTICLE IV – RESPONSIBILITIES

#### A. Cost Sharing

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

<sup>&</sup>lt;sup>1</sup> This is available on FedBizOpps at <a href="https://www.fbo.gov/index?s=opportunity&mode=form&id=2cd2d67c3aea24381c955dd52e07d142&tab=core&cview=1">https://www.fbo.gov/index?s=opportunity&mode=form&id=2cd2d67c3aea24381c955dd52e07d142&tab=core&cview=1</a> or upon request to the Contracting Officer.

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

- 2. The cost of the CBIS-related portion of the **Project** has been determined to be \$4,911,819 (CBIS Project Costs). **TSA** agrees to reimburse the **PROJECT SPONSOR** for ninety percent (95%) of the allowable, allocable and reasonable costs of construction for the project, not to exceed a total reimbursement of \$4,666,228.05 (calculated as 95% of \$4,911,819). **TSA** reimburses 95% of every dollar of allowable, allocable and reasonable costs submitted by the **PROJECT SPONSOR** for reimbursement up to the **TSA** funded amount of \$4,666,228.05 (TSA Reimbursement Limit).
- 3. TSA will determine allowable and allocable costs in accordance with the DHS Guidance in 2 C.F.R. Part 3002 "Uniform Administrative Requirements", "Cost Principles and Audit Requirements For Federal Awards" adopting the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 2.0). TSA will reimburse the **PROJECT SPONSOR** on an actual expense basis supported by one or more invoices submitted by the **PROJECT SPONSOR** in accordance with Article VIII "Billing Procedure and Payment." The parties understand and agree that all **Project** costs in excess of the **TSA** Reimbursement Limit of \$4,666,228.05, as well as any costs that are inconsistent with OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the guidance set forth in the TSA PGDS and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 2.0), which discusses TSA Funding of CBIS Project Costs, shall be borne solely by the PROJECT SPONSOR unless otherwise agreed to by the TSA in a written modification in accordance with this Article (IV) and Article XIV "Changes and/or Modifications." Should the TSA reimbursements of \$4,666,228.05as adjusted pursuant to Article XIV, represent more than 95% of the final allowable, allocable, and reasonable Project costs, the PROJECT SPONSOR will refund TSA sufficient funds such that TSA's total reimbursement will equal no more than 95% of the final allowable, allocable and reasonable Project costs.
- 4. All costs requested for reimbursement must satisfy the requirements of OMB guidance codified at 2 C.F.R. Part 200 (Subpart E Cost Principles) and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 2.0). In general, the costs for which **TSA** will provide reimbursement under this **Agreement** are limited to those costs associated with the deliverables in Appendix C as defined in TSA's PGDS. The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 2.0) provides guidance regarding the reimbursable costs for TSA CBIS Projects.<sup>2</sup>

<sup>&</sup>lt;sup>2</sup> This is available on FedBizOpps at <a href="https://www.fbo.gov/index?s=opportunity&mode=form&id=4a8f4fd67dc1112b4a775dd7cc00a81e&tab=core&cview=1">https://www.fbo.gov/index?s=opportunity&mode=form&id=4a8f4fd67dc1112b4a775dd7cc00a81e&tab=core&cview=1</a>

- 5. Identification of cost classifications herein does not create any obligation on **TSA's** part beyond the requirements found in OMB guidance codified at 2 C.F.R. Part 200 (Subpart E Cost Principles), TSA's PGDS Version 6.0, and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 2.0).
- 6. Change Orders are defined as work that is added to or removed post OTA award that consequentially adds cost or changes the scope of the OTA. Change orders shall not be considered authorization to exceed TSA's Reimbursement Limit. Any changes to the authorized amount shall be submitted by the PROJECT SPONSOR to the TSA Contracting Officer's Representative (COR) and TSA Contracting Officer (CO) prior to any work starting. Once the COR and CO have been given advance notice of the impact the Change Order has on the total cost of the Project, if agreed to by TSA, the TSA CO will provide written approval to the PROJECT SPONSOR via a modification to the OTA in accordance with Article XIV. The fully executed modification will provide the PROJECT SPONSOR authority to proceed with the work identified in the Change Order. TSA will not reimburse the PROJECT SPONSOR for any cost incurred for change order work that was not pre-approved by TSA. Note: Change Orders for cost increases related to inaccurate as-built design specifications and/or issues that existed and clearly visible, but not considered in the design plans or construction bids will not be considered an allowable cost.
- 7. Change Requests are defined as requests for the utilization of contingency funds that do not add costs or changes to the scope of the **OTA**. Change requests shall not be considered authorization to exceed **TSA's** Reimbursement Limit. Any change requests shall be submitted by the **PROJECT SPONSOR** to the TSA COR prior to any work starting. Once the COR has been given advance notice of the impact the change request has on the Project, if agreed to by **TSA**, the TSA COR will provide written approval to the **PROJECT SPONSOR** to proceed with the work identified in the Change Request. **TSA** will not reimburse the **PROJECT SPONSOR** for any cost incurred for change request work that was not pre-approved by **TSA**.
- 8. Timely invoicing and management of costs is critical to TSA's portfolio management. The specific cost sharing adjustments are outlined in ARTICLE VIII "Billing Procedure and Payment."

## B. Project Responsibilities

# i. TSA Responsibilities

- 1. Provide the TSA's PGDS.
- 2. Furnish, deliver, install and test the security screening equipment, including equipment for the permanent CBIS and for temporary screening, if required.
- 3. Provide EDS Original Equipment Manufacturer Technical Support Advisory Services to the Airport regarding installation, integration, networking, and acceptance testing of the EDS units into the BHS.
- 4. Provide the CBIS System Specific Test Plan (SSTP) to the Airport for the commissioning, coordination and testing of the CBIS. See Appendix A for further specifics relating to the TSA testing portion of the Project.
- 6. Establish and conduct the Integrated Site Acceptance Testing (ISAT) for the in-line CBIS performance capabilities with joint support from the Airport.

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

# ii. PROJECT SPONSOR Responsibilities:

- 1. Except for the responsibilities of the **TSA**, as outlined above, the **Project** will be managed and overseen by the **PROJECT SPONSOR**. The **PROJECT SPONSOR**, acting through such contractors as it may engage, will provide the engineering and design services, as well as the associated CBIS construction, necessary for successful completion of the **Project**. The **PROJECT SPONSOR** will provide oversight of such contractor(s) to ensure the **Project** conforms to the TSA endorsed design, PGDS criteria and is completed within the prescribed costs and schedule identified and incorporated herein as Appendix A.
- 2. CBIS designs shall be OSHA compliant; adhere to the applicable EDS and ETD installation and integration guide specifications; and shall comply with all applicable Federal, CITY, and local building regulations. Provisions will be made in the CBIS design that will allow **TSA** and its contractors full ingress to and egress from the CBIS area for the installation, operation, testing, maintenance, and repair of the security screening equipment.
- 3. CBIS designs shall be developed based on up to date and accurate as-built architectural specifications. If current specs are not available, it is the sole responsibility of **the PROJECT SPONSOR** to procure and incorporate accurate as-built specs, prior to securing a construction contractor.
- 4. Obtain all necessary construction licenses, insurance permits and approvals.
- 5. The **PROJECT SPONSOR** shall deliver a firm EDS delivery schedule to **TSA** no later than 60 days after the construction contract award. This schedule will be reviewed and approved by **TSA** based on OEM EDS delivery schedules. If the **PROJECT** cannot meet the acceptance date, the **PROJECT SPONSOR** will be responsible for the safekeeping of the EDS in a secure and climate controlled environment until such time the system(s) can be installed at the agreed upon site. The **PROJECT SPONSOR** will be solely responsible for any damages and or extra startup costs associated with, or that occur, during this delay.
  - **TSA** requires 180 days to plan for the procurement, manufacture and deployment of EDS. Therefore, the **PROJECT SPONSOR** must communicate this 180-day timeframe to Construction Managers upon construction contract award to be built into the project schedule.
- 6. Ensure the Project site will be ready to accommodate the installation of the EDS units when delivered. Project site preparation includes, but is not limited to, BHS modifications, mechanical, heating, electrical site preparation, including infrastructure to protect electrical or fiber optic cables, environmental controls, and any other airport terminal infrastructure

- work required to support the operational environment of the EDS and ETD units.
- 7. Facilitate the installation of the EDS units by providing a clear path during rigging and EDS installation. The rigging path must be able to support the EDS equipment and associated rigging equipment during delivery and provide sufficient space to allow for initial deployment activities (such as uncrating the device).
- 8. Provide three (3) feet of maintenance access space around the equipment so that spare parts may be removed and replaced.
- 9. Once installed, provide reasonable measures to protect the security screening equipment from harm, theft, and water intrusion in the screening area.
- 10. Prior to TSA ISAT Testing, it shall be the **PROJECT SPONSOR'S** responsibility to exercise due diligence to protect and insure the EDS equipment from damage due to ongoing construction or weather.
- 11. The **PROJECT SPONSOR** shall provide for personnel, assistance, equipment and support services to jointly execute the Test Readiness Review (TRR) and ISAT leading to the commissioning and acceptance of the CBIS. Support will include but will not be limited to:
  - a. Providing storage areas for test bag laydown are secure and protected from the elements.
  - b. Baggage handlers for test bag staging, induction and retrieval during testing and commissioning including personnel and equipment necessary to move test bags between staging and ISAT areas.
  - c. Ensuring that representatives of the Baggage Handling System Contractor (BHSC), and System Programmer(s) are on site to run the CBIS during ISAT and resolve deficiencies found during testing.
  - d. Airport badging required for TSA contractor ISAT team members shall be executed in a timely manner such that no greater than two (2) trips to the airport are necessary to complete all badging requirements in order to be issued and receive an airport badge. Should this requirement not be met, the Airport/ILDT shall provide all escorts necessary to allow the TSA ISAT Team to conduct the ISAT and follow-on live operations run-in observation.
  - e. Provide **TSA** and their Contractors full and complete versions of the most recent documentation for the Project to include "approved for Construction" sets of the mechanical, electrical and controls drawings and control descriptions, see Appendix A for details.
- 12. Perform and bear all costs of the operation, maintenance and repairs for the airport terminal installed property such as the baggage handling conveyor system, including the conveyors in the baggage screening matrix, heating, air conditioning, electrical and mechanical infrastructure in support of this **Project**. This shall also include all property other than security screening equipment which is provided by **TSA** to the airport, such as CBRA inspection tables.
- 13. Bear all costs associated with additional ISATs in the event that the initial ISAT results for the **PROJECT** is a severity code 1 rating as defined in Appendix A, Section 1.3.3 of this OTA. **TSA** will provide the **PROJECT SPONSOR** with a detailed description of the areas of noncompliance, and the **PROJECT SPONSOR** will make its best efforts to remedy the ISAT deficiencies defined in the QLR. The costs of remediating these findings and all further compliance testing shall be borne by the **PROJECT SPONSOR** as all actual costs accrued will be deducted from the **OTA** retainage as detailed in Section C.4(13) of the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Project Costs Memo (Version 2.0).

- 14. Submit monthly milestone and project progress status reports by the 10th of each month to the TSA COR, TSA CO and TSA Site Lead Contractor. Once **TSA** issues the "CBIS Acceptance Letter", monthly reporting will focus solely on finalizing invoicing. Specific requirements for the content of the monthly project status report are identified in Appendix C of this **OTA**.
- 15. CBIS construction shall meet all requirements of the TSA Security Technology Integrated Program (STIP) Data Requirements for Checked Baggage Systems in accordance with Section 7.2.12 of the PGDS. The Airport shall provide all deliverables required in the STIP Data Requirements to the TSA COR.

For additional clarification regarding roles and responsibilities see Appendix A.

## iii. Operation and Maintenance Costs

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

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

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

#### C. Deliverables

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

# ARTICLE V - EFFECTIVE DATE AND TERM

The term of this **Agreement** shall be from the date of execution of the **Agreement** until **two years after date of award**, unless earlier terminated by the parties pursuant to Article XIII "Termination" as provided herein or extended by mutual agreement pursuant to Article XIV "Changes and/or Modifications", in order to allow the **PROJECT SPONSOR** time to submit a final invoice, close out

the Project, and address any other issues. The **PROJECT SPONSOR** agrees to work with **TSA** to close this **OTA** within six (6) months of completion of the Project. In accordance with Section C4 of the *Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version* 2.0, costs incurred, to include work performed outside the term of this agreement are not eligible for reimbursement.

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

#### ARTICLE VI - ACCEPTANCE AND PROJECT COMPLETION

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

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

#### **ARTICLE VII - FUNDING AND LIMITATIONS**

**TSA** will provide funding to the **PROJECT SPONSOR** in an amount not to exceed \$4,666,228.05 (**TSA** Reimbursement Limit). Funds in the amount of \$4,666,228.05 are hereby obligated and made available for payment for performance as outlined below under this **Agreement**:

BHS:	\$2,791,894
Other Construction Related Cost:	\$861,991
Soft Costs:	\$1,257,934
Total Project Cost:	\$4,911,819
TSA 95% <b>OTA</b> Obligation:	\$4,666,228.05

Expenses incurred in executing the work identified herein are chargeable to:

**PR:** 2117-207-CT1017

**Accounting Line:** 5CF16XB010D2018SWE044GE013723007200720OAP/

5903001119080000/251B/TSA DIRECT/DEF (4,666,228.05)

**Total Amount:** \$4,666,228.05

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

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

**TSA** will reimburse only for allowable, allocable and reasonable costs in accordance with the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) in effect on the Effective Date of the **Agreement** and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 2.0).

#### ARTICLE VIII - BILLING PROCEDURE AND PAYMENT

### A. Payment / Performance Provisions

The United States Coast Guard Finance Center performs the payment function on behalf of the **TSA**. For purposes of submission to the Coast Guard Finance Center, the **PROJECT SPONSOR** must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) for "All Awards" is mandatory for invoice payment. To obtain information regarding SAM, please refer to https://www.sam.gov/portal/public/SAM/.

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred. For periods in which the **PROJECT SPONSOR** has not incurred a reimbursable expense totaling more than \$25,000, an invoice is not required. Expenses are considered to accrue on the date that the **PROJECT SPONSOR** is invoiced from a contractor, sub-contractor, supplier, or provider of services. Reimbursement by **TSA** is conditioned upon submission to **TSA** of an invoice identifying the Project costs that have been incurred and paid. The **TSA** intends to make payment to the **PROJECT SPONSOR** within 120 days from receipt of each properly prepared invoice for reimbursement of incurred Project costs.

A percentage of all submitted costs identified by **TSA** as allowable, allocable and reasonable shall be retained by **TSA** until certain milestones of the CBIS Project are completed, and will

only be reimbursed to **the PROJECT SPONSOR** upon successful completion of all of its obligations for the appropriate milestones under this **Agreement**, including, where appropriate for the milestone, completed system documentation submitted to TSA and successful completion of all testing as required in Article VI of this **Agreement**.

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

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

In the event that an invoice for reimbursable expenses is not received by the **TSA** within a six (6) month period, the **TSA** reserves the right to terminate the **Agreement** per Article XIII "Termination."

# B. Invoicing

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

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

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

Billing Address: United States Coast Guard Finance Center

TSA Commercial Invoices

P.O. Box 4111

Chesapeake, VA 23327-4111

Email: FIN-SMB-TSAINVOICES@uscg.mil

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

#### C. Approval for Payment

The TSA CO and the COR are required to review all invoices prior to the CO's approval for payment. To aid in this review, the **PROJECT SPONSOR** shall provide a copy of the Summary Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, description and date of services provided, and products delivered as well as the appropriate documentation showing that the **PROJECT SPONSOR** has paid these

obligations. The **PROJECT SPONSOR** shall provide this supporting information simultaneously with Step 1 to expedite the payment process.

The Supporting Documentation shall contain the following items:

- A summary spreadsheet providing a categorized breakdown of the amount invoiced
- TSA Invoice Log
- CWE
- Completed Checklist
- Signed, approved and legible copies of each individual contractor's invoice to include schedules of values and scope of work
  - Copies of contracts and change orders that provide support for the actual work being invoiced
  - Vendor and subcontractor invoices with <u>specific</u> details about services provided and when these services were rendered
  - o Rationale for all allocations or unusual calculations or assumptions
  - Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific)
  - o Proof of payment by the **PROJECT SPONSOR** for each invoice in the form of copies of check/warrants, bank wire transfers, or accounting systems transactions

The Summary Invoice and supporting documentation may be submitted by email or mail via CD or paper documents to the TSA CO, TSA COR, and other TSA representatives identified by the TSA COR. The final closeout invoice shall include proof that all required deliverables have been provided.

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

# D. Final Invoice: Assignment and Release of Claims

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

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

"SAVANA AIRPORT COMMISSION for and in consideration of the funding provided under OTA 70T04018T9CAP1080 does hereby remise, release and forever discharge Government, its officers, agents, and employees from any and all manner of actions, causes of action, rights, suits, covenants, contracts, claims, agreements, judgments and demands whatsoever by request, in law, or in equity arising from and by reason of any and all known and unknown, foreseen and

unforeseen circumstances, claims or injuries and the consequences thereof, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680. Such claims must be asserted within the time limits and in accordance with the procedures prescribed by the Federal Tort Claims Act and the implementing regulations promulgated by the U.S. Department of Justice at 28 C.F.R. part 14. SAVANA AIRPORT COMMISSION expressly waives its ability to seek additional reimbursement from the Government under OTA 70T04018T9CAP1080."

### E. Untimely Invoices

In furtherance of the timely closeout of this **agreement**, all final project invoices shall be submitted no later than six months after the period of performance end date or six months after the date of termination by either party pursuant to Article XIII (whichever is earlier). The **PROJECT SPONSOR** must notify **TSA** of any outstanding issues precluding them from meeting this requirement as soon as it is known.

Invoices submitted six months after the period of performance ends will be considered untimely and **TSA** cannot guarantee payment. The **PROJECT SPONSOR** may be liable for any expenses incurred as a result of an untimely or improperly submitted invoice. **TSA** reserves the right to reject untimely or improperly submitted invoices.

## **ARTICLE IX - AUDITS**

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

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

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

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

This article shall not be construed to require the **PROJECT SPONSOR**, or its contractors or subcontractors who are associated with or engaged in activities relating to this **OTA**, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

# ARTICLE X – AUTHORIZED REPRESENTATIVES

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

## A. TSA Points of Contact:

# **Contracting Officer's Representative (COR):**

Terry Spradlin 1075 South Inner Loop Road, Suite 103 College Park, GA 30337

**Phone:** (404) 464-2015

E-Mail: Terry.Spradlin@tsa.dhs.gov

### **Contracting Officer (CO):**

Evelyn S. Tyndell 701 South 12<sup>th</sup> Street Arlington, VA 20598-6025

**Phone:** (571) 227-1539

**E-Mail:** evelyn.tyndell@tsa.dhs.gov

Only the TSA CO shall have the authority to bind the Federal government with respect to scope of work, funding and liability. The TSA COR is responsible for the technical administration of this **Agreement** and is the technical liaison with the **PROJECT SPONSOR**. The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the **TSA**, or authorize any changes which affect the liability of the **TSA** such as amount or level of funding. The TSA COR is authorized to approve the use of contingency funds that fall within the funded **TSA** amount.

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

# B. The **PROJECT SPONSOR** Points of Contact:

Greg Kelly Executive Director 400 Airways Avenue Savannah, GA 31408-8000 Phone: 912-964-0514

Email: gkelly@savannahairport.com

#### ARTICLE XI - LIMITATIONS ON LIABILITY

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

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

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of the PROJECT SPONSOR. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the PROJECT SPONSOR or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, the PROJECT SPONSOR may submit the dispute to the Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed the TSA Assistant Administrator for Acquisition. The parties agree that the TSA Assistant Administrator for Acquisition shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

#### **ARTICLE XIII - TERMINATION**

- A. In addition to any other termination rights provided by this **Agreement**, either party may terminate this **Agreement** at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.
- B. If the **PROJECT SPONSOR** exercises its right under Paragraph A of this Article to withdraw voluntarily from the Project, the **PROJECT SPONSOR** agrees to reimburse the United States Government for all monies disbursed to it under this **Agreement**. If the **PROJECT SPONSOR** has not met eligible criteria as outlined in Article VIII for any or all of the disbursements requested, the **PROJECT SPONSOR** may petition **TSA** for such funding with adequate documentation.
- C. In the event of termination or expiration of this **Agreement**, any **TSA** funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this **Agreement**.

#### ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this **Agreement** shall be in writing and signed by the TSA Contracting Officer and the authorized representative of the **PROJECT SPONSOR**. The modification shall cite the subject provision to this **Agreement** and shall document the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this **Agreement**. The properly signed written modification shall be attached to this **Agreement** and thereby becomes a part of this **Agreement**.

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

#### ARTICLE XV - CONSTRUCTION OF THE AGREEMENT

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

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

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

#### ARTICLE XVI - PROTECTION OF INFORMATION

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

# A. RELEASE OF TECHNICAL DATA

No SSI or other information, oral or written, concerning the scope of this **Agreement**, shall be published or released to the public without the prior written approval of the TSA Assistant Secretary or his or her designee.

# B. RECORDS AND RELEASE OF INFORMATION

All SSI, as defined in 49 CFR Part 1520, shall be handled in accordance with TSA policies and regulations. All employees, contractors, and subcontractors assigned to work under this **Agreement** are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

# C. MEDIA

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

#### ARTICLE XVII – SURVIVAL OF PROVISIONS

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

#### **APPENDICES**

Appendix A – Project and Acceptance Testing Requirements

Appendix B – Construction Milestone Schedule

Appendix C – Schedule of Construction Deliverables

Appendix D – Other Transaction Financial Reporting Template

# Appendix A Project and Acceptance Testing Requirements

**Scope:** TSA support for the **new in-line CBIS** solution at the **SAVANA AIRPORT COMMISSION** will encompass construction to support the approved **PROJECT**.

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

## 1.1 EDS PLACEMENT

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

#### 1.2 INSTALLATION SUPPORT

## 1.2.1 Project Management

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

# 1.2.2 Technical Support

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

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

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

# 1.2.3 Commissioning Services

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

# 1.3 Acceptance Testing

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

Lead Times for ISAT	Activity	Responsible Parties
(Days Prior to projected test		
date)		
Site Initiation or	Site Survey Data Collection	TSA COR, TSA Site Lead
≥180 days from ISAT	Planning Checklist provided to	Contractor
	the <b>PROJECT SPONSOR</b> to	
	complete to support the ISAT	
	Site Specific Test Plan (SSTP)	
	development.	
≥120 days	Completed Site Survey Data	PROJECT SPONSOR, TSA
	Collection Checklist and	Site Lead Contractor, TSA
	supporting site documentation	Acceptance Test Contractor

# received from **PROJECT SPONSOR**, to include

- Any and All Approved Request for Variance (RFV)
- Basis of Design Report
- Sample BHS & CBIS Reports for all PGDS required Reports
- BHS & EDS Network
   Diagrams and Server
   Architecture
- Local Procedures for Fail-Safe, E-Stop, Jam Clearing and IQ Test Conduct
- Airport/Airline Bag Induction/Hygiene Procedures
- BHS Specifications
- Controls Description and/or Description of Operation (if both exist then provide both)
- Fail-safe and/or E-Stop Zone Drawings
- BHS Mechanical Plan and Elevation Drawings from Natural Induction Locations to & through the CBIS, CBRA and Make-up Locations with Conveyors labeled, Plan View Drawings and Electrical Drawings of the BHS/CBIS with Control Station & Photo eye Locations and labeling. All drawings will be "Approved for Construction" by the Airport and not Pre-Bid or Bid Use Only versions.
- At least 1
   Plan/Overview Drawing that shows the entire
   CBIS in a single view

≥90 days	<ul> <li>Conveyor Motor         Manifest to include not         less than (Conveyor         Name, Phase, Conveyor         Type, Degree of Turn,         Degree of         Incline/Decline, Length,         Speed in FPM, Motor         HP, Control Type (VFD         yes/no), Brake Type,         Motor Type, drive         Type, FLA Rating).         Installation Phasing         Plan Narrative and         Phasing Plan Drawings         Construction and         Testing Schedule(s)         Installation &amp;             Commissioning Phasing         Plan Narrative and         Phasing Plan Drawings             Construction and             Testing Schedule(s) </li> <li>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         PROJECT SPONSOR,         coordinate logistics and         manpower and initiate the         SIDA badge application         process, if required. TSA Site         Lead Contractor coordinates         schedule with the PROJECT</li> </ul>	PROJECT SPONSOR, TSA COR, TSA Site Lead Contractor, TSA Acceptance Test Contractor
	SPONSOR and TSA's Acceptance Test Contractor.	
<45 days	Final SSTP Review Meeting between the TSA Acceptance Test Contractor and the <b>PROJECT SPONSOR</b> to review the final SSTP, include any other approved RFV, verify logistics & manpower, and review specific tests to be	PROJECT SPONSOR, TSA Site Lead Contractor, TSA Acceptance Test Contractor, TSA COR

Г	monformed Anymage far	
	performed. Any requests for	
	variance from the SSTP testing	
	requirements must be delivered	
	in writing to the TSA COR	
	prior to this meeting for review	
	and response. This is the last	
	chance for the <b>PROJECT</b>	
	SPONSOR to disclose any test	
	standards that cannot be met in	
	writing and formally justify	
	exemption from test criteria.	
	Any final revisions to the SSTP	
	will be made and distributed to	
	the PROJECT SPONSOR and	
	COR prior to test execution.	
<del> </del>	TSA Acceptance Test	PROJECT SPONSOR, TSA
	Contractor will ship test articles	Acceptance Test Contractor
		Acceptance Test Contractor
	to the PROJECT SPONSOR.	
	The <b>PROJECT SPONSOR</b>	
	receives the test articles and	
	stores in a secure and weather	
	protected laydown area as	
	agreed to by the <b>PROJECT</b>	
	SPONSOR and TSA	
	Acceptance Testing Contractor	
	in the Final SSTP Review	
	Meeting.	
>11 hugingg days	CDIC are testing. The	
<u> </u>	CBIS pre-testing - The	
	PROJECT SPONSOR	PROJECT SPONSOR, TSA
	conducts pre-testing. The TSA	Site Lead Contractor
	Site Lead contractor will	
	provide oversight of CBIS pre-	
	testing to validate the Test	
	Readiness Notification (TRN)	
	to the TSA COR and	
	Acceptance Test Team.	
	delivers internal pre-ISAT test	
	results to the TSA Site Lead	
	Contractor and the Site and	
	TRR readiness confirmation	
	letter to the TSA COR Upon	
	letter to the TSA COR. Upon	
	successful review, the TSA Site	
	successful review, the TSA Site Lead Contractor is deployed to	
	successful review, the TSA Site Lead Contractor is deployed to the site within 7 days.	
	successful review, the TSA Site Lead Contractor is deployed to	

	conduct TRR as a subset of ISAT	
≥7 business days	TSA Acceptance Testing Contractor or Site Lead Contractor initiates & performs the TRR.	PROJECT SPONSOR, TSA Site Lead Contractor
	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.	
≥3 business days	When notice of successful TRR is completed and delivered to the TSA Acceptance Testing Contractor via a TRN no later than COB Wednesday (5:00 p.m. EST), ISAT deployment will occur the following Monday. If delivered any time Thursday through Sunday, the TSA Test Team deployment will occur on the second Monday.	TSA Site Lead Contractor, TSA Acceptance Test Contractor
1 business day	TSA Acceptance Test Contractor travel day (normally Monday)	TSA Acceptance Test Contractor
Test start	TSA Acceptance Test Contractor travel day (normally Monday) with mobilization activities and an in-brief meeting with PROJECT SPONSOR on the next business day. Prior to start of testing, TSA Acceptance Test Contractor will accept PLC code from TSA Site Lead Contractor or PROJECT SPONSOR prior to the start of testing. TSA Acceptance Test Contractor and PROJECT SPONSOR will work together to perform ISAT and collect BHS and EDS performance	PROJECT SPONSOR, TSA Acceptance Test Contractor, TSA Site Lead Contractor

≤2 business days after ISAT	documentation. Prior to departing the site, an Out-brief meeting will be held for all site stakeholders.  QLR is submitted by the TSA	TSA Acceptance Test
complete	Test Acceptance Contractor to the TSA Acceptance Test Lead and COR for review and approval	Contractor, TSA COR
5 business days after QLR receipt	TSA conducts ISAT review board based on QLR results to determine readiness of CBIS to enter Live Operations and Bag Screening or whether to return CBIS to PROJECT SPONSOR for correction of deficiencies prior to Live Operations	PROJECT SPONSOR, TSA Acceptance Test Contractor, TSA COR
5 business days after ISAT review board decision	QLR is distributed by the TSA Deployment COR	TSA COR
For 30+ days from start of substantial use	The TSA Acceptance Test Contractor remotely monitors system performance during live operations run-in period and observes system on-site for 3+ days	PROJECT SPONSOR, TSA Acceptance Test Contractor, TSA Test Lead
ISAT 5 business days	COR distributes TSA approved TSR to <b>PROJECT SPONSOR</b>	<b>PROJECT SPONSOR</b> , TSA COR

#### 1.3.1. Site Acceptance Testing (SAT)

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

## 1.3.2. Site Specific Test Plan Development (SSTP)

TSA has arranged for its Acceptance Test Contractor to develop a Site Specific Test Plan based on testing criteria outlined in the TSA CBIS Planning Guidelines and Design Standards (Appendix C). The SSTP will be based on the **PROJECT SPONSOR's** responses to a Site Planning Checklist to be completed ≥100 days in advance of Integrated Site Acceptance Testing. The Final SSTP shall be delivered to the **PROJECT SPONSOR** 30 days in advance of projected ISAT start-up. This is preceded by reviews of the draft SSTP by the TSA COR 60-45 days prior to testing and by the **PROJECT SPONSOR** 45-30 days prior to testing. The TSA Site Lead Contractor and Acceptance Test Lead shall participate in a Test Coordination meeting approximately 30 business days prior to the

projected ISAT start up to ensure that all **PROJECT SPONSOR** concerns and questions about the ISAT test plan are resolved and to coordinate logistical and technical needs. Any requests for deviation from the SSTP testing requirements must be delivered in writing to the TSA COR prior to this test coordination meeting for review and response.

The TSA COR will review/evaluate any requests for phased testing (e.g. non-consecutive testing activities requiring multiple TSA Test Team trips). Such requests must be supported by compelling justification and submitted in writing to the TSA COR well in advance of SSTP development. Programming or mechanical changes made before ISAT (typically during Contractor pre-testing or TRR) must be documented and provided to the TSA COR and TSA Acceptance Testing Contractor. This is last chance for the **PROJECT SPONSOR** to disclose any test standards that cannot be met in writing and formally justify exemption from said test criteria.

### 1.3.3. Integrated Site Acceptance Testing (ISAT)

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

# **Test Results and Reports:**

Testing results will be shared in digital copy format with the **PROJECT SPONSOR** through the Regional Deployment Coordinator. Test results will identify security, efficiency and safety concerns. There are five (5) possible test outcomes:

Severity	<b>Deficiency Reflects</b>	<b>Expected Resolution</b>
1	Security failure, or issue prevents the accomplishment of an operational or mission essential capability	Corrections and verification required prior to further testing/re-testing.
2	Security vulnerability, or adverse impact on accomplishment of operational or mission essential capability	Corrections to deficiencies required ASAP. Correction and/or or mitigation for security vulnerability required prior to initiating/continuing live operations.
3	Routine/significant impact on accomplishment of an operational or mission essential capability	Proceed to/continue live operations, but required to correct deficiencies as soon as possible/practicable.
4	Minimal negative impact to user/operator, but is an inconvenience or nuisance. Does not affect a required operational or mission essential capability	Proceed to/continue live operations and monitor during run-in
5	Meets PGDS Criteria	Proceed to/continue live operations

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

#### 1.4 INTEGRATION SERVICES

## 1.4.1. BHS Support

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

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

#### 1.4.2. Software and Hardware

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

#### 1.5 SYSTEM NETWORKING

### 1.5.1 Network Infrastructure

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

#### 1.5.2 Network Services

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

#### 1.6. TRAINING

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

#### 1.7. MAINTENANCE

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

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

#### 2.0 DESIGN

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

#### 2.1 EDS PLACEMENT

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

### 2.1.1 Site Readiness and Storage

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

## 2.1.2 Rigging Services

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

#### 2.2 INSTALLATION SUPPORT

### 2.2.1 Power Requirements

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

#### 2.2.2 Commissioning Services

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

### 2.3 INTEGRATION SERVICES

The **PROJECT SPONSOR** shall ensure that the BHS Contractor coordinates with EDS OEM in support of integration activities (e.g. installation and testing the required software and hardware to

allow for digital and serial communication between the EDS and the BHS PLC) as needed. Terminations to the EDS for BHS PLC communication shall be performed by the Airport.

### 2.4 NETWORKING

#### 2.4.1. Network Infrastructure

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

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

#### 2.4.2. Network Services

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

## 2.5. ACCEPTANCE - TESTING SUPPORT

The Project schedule shall allow for sufficient time to conduct mandatory testing of the EDS units after installation and integration. The Project schedule shall also factor in minimum lead times for notification of readiness for testing (7 days for SAT; 3 days for TRR; and at least 3 business days for ISAT). The **PROJECT SPONSOR** shall identify operational windows in time in which testing activities can be accomplished. Testing activities will be scheduled for normal 8-hour business days (Monday-Friday) and shall not include holidays.

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

# 2.5.1 Site Specific Test Plan (SSTP)

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

- The Site Planning Checklist
- BHS Specifications
- Controls Description and/or Description of Operation (if both exist then provide both)
- Fail-safe and/or E-Stop Zone Drawings
- BHS Drawings, Plan Views (with control stations and locations, Photoelectric Cell numbering and locations, and conveyor numbering) and Elevation Views
- Sample CBIS Reports per PGDS shall be provided along with the Site Planning Checklist and

full CBIS Reports shall be provided during ISAT testing and throughout the Run-In period. These reports shall meet the requirements described in PGDS.

- Conveyor Motor Manifest
- Installation Phasing Plan Narrative and Phasing Plan Drawings
- Construction and Testing Schedule provided at 120, 90, 60, 30 and 14 days prior to ISAT.

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

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

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

# 2.5.2. Test Readiness Report (TRR)

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

Required input from the Project Team will include:

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

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

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

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

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

- **2.5.3. Logistical Support Needs:** The **PROJECT SPONSOR** shall identify any logistical or support needs that will impact TRR and ISAT testing, to include:
  - any process needed to obtain sufficient baggage tags should the system use IATA baggage tracking mechanisms, pier tags should the system use pier tags, or blank bag tags if the system does not use IATA baggage tracking mechanisms;
  - any process needed to obtain sufficient baggage tubs/totes (typically 20 per installed EDS)
  - any process needed to obtain airport badges/access for TSA Acceptance Test Contractor personnel; and/or personnel escorts
  - availability of BHSC and BHS Programmer to operate BHS during ISAT and provide support for ISAT Testing and diagnostic activities
  - availability of baggage handling support for testing activities; and
  - availability of support for delivery and secure storage of TSA Acceptance Contractor test bags for ISAT (100 bags per EDS.)
- **2.5.4. ISAT Testing:** The TSA Acceptance Test Contractor will meet with the Airport at least 30 days prior to testing to coordinate the conduct of ISAT testing. The TSA Acceptance Test Lead and the **PROJECT SPONSOR** will finalize details relating to the scheduling and duration of the testing. (Generally allow one day of travel for ISAT Testing Team in and out; one day for Site Mobilization; one day per EDS Spur Line; one day per System Level Test (Dieback, Sortation and Throughput; one day for demobilization and cleanup). It is recommended to schedule one to two additional days for unforeseen testing delays or contingences.

# 2.5.5. Test Results and Reports

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

## 2.5.6. Operational Run-In

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

# 2.5.7. Post Commissioning Activities:

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

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

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

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

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

Transportation Security Administration Office of Security Technology, TSA-16 TSIF Building 1 West Post Office Road Washington, DC 20598-6032

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



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

CBIS Configuration Change Request							
	The TSA requires that any changes made to the CBIS post-ISAT must be approved by the TSA prior to implementation. Submit form to baseteam@dhs.gov						
Airport Code:							
Airport Name:							
Airport Address:							
Requested by:	Name:			Company:			
	Phone:			Email:			
Date of Request:							
This change will	laffect: CBRA:	□ CBI		re-CBIS:	Post		
	05/0/	02.			CBIS:		
Description of C	hange:						
Description of o	nunge.						
Reason for Change:							
Expected Result	Expected Results:						
Schedule:							
Estimated	Estimated						



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

Cost:									
TSA Review									
Reviewer Comment							Initials		
On reason for change:									
On expected results:									
On CBIS/CBRA Operations:									
On schedule:									
On cost:									
Other:									
	ullet								
	Rev	riewer Signatu	res:		Date:		Recomi	mendation	:
						Approve		Decline	
						Approve		Decline	
						Approve		Decline	
						Approve		Decline	
						Approve		Decline	
Final Action Taken:		Approved [		Declined	Date:	Ву	:		

# **APPENDIX B Construction Milestone Schedule**

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

# APPENDIX C SCHEDULE OF CONSTRUCTION DELIVERABLES

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

Item	Submitted To	Frequency or Due Date
EDS Delivery Schedule	TSA COR	NLT 60 Days after
		Construction Contract Award
Schedule of Values (Design,	TSA COR;	Within 30 days after execution
Construction, Baggage	TSA Contracting Officer	of the TSA Agreement or
Handling Contracts)		upon issuing Notice to
		Proceed to Contractor. To be
		updated on a monthly basis
		and submitted with the
		monthly report.
Copies of the Design and	TSA COR;	Upon contract award. Change
related Construction	TSA Contracting Officer	Orders affecting the Project
Contracts and Change Orders		require advance TSA
		approval.
Monthly Milestone and	TSA COR;	By the 10 <sup>th</sup> of each month.
Project Status Report	TSA Contracting Officer;	Electronic submission is
	TSA Site Lead Contractor;	requested if feasible.
	OSTCBD@tsa.dhs.gov	•
Quarterly Project Financial	TSA COR;	Quarterly upon execution of
Statement	TSA Contracting Officer;	the OTA.
	FinanceConfirm@tsa.dhs.gov	
Small and Disadvantaged	TSA CO	Annually on September 30 <sup>th</sup>
Business Report		and at project completion
Financial Reporting Template	TSA COR,	Monthly
(Appendix D)	OSTCBD@tsa.dhs.gov and	
	TSA Contracting Officer	
	CONSTRUCTION PHASE	
Mechanical and Electrical	TSA COR	Upon completion by the
Shop Drawings	TSA Site Lead Contractor	PROJECT SPONSOR
	Close Out Process	
Close Out Process –	Close Out Report submitted to	PROJECT SPONSOR
Correction of testing	TSA COR and TSA Site Lead	responses within (2) weeks of
deficiencies	Contractor	receipt of QLR and TSR to
		address noted CBIS
Final Copy of PLC program	TSA COR and	No later than 30 days after
and software disaster recovery	OSTCBD@tsa.dhs.gov via	commissioning of system(s)
procedure in electronic format.	electronic file transfer or email	
	if less than 15 MB.	
As Built Drawings in	TSA COR and	No later than 30 days after 30-
electronic format, .dwg	OSTCBD@tsa.dhs.gov via	day operational run-in period
(AutoCAD) or comparable	electronic file transfer or email	
format to include final	if less than 15MB.	

description of operations; mechanical layouts, including belt speeds in CAD and PDF file format.				
Overview of drawings of the Matrix/Node, Checked Baggage Resolution Area, OSR Room as applicable, dwg (AutoCAD) or comparable format	TSA COR and OSTCBD@tsa.dhs.gov via electronic file transfer or email if less than 15 MB.	30 days after 30-day operational run-in period		
Final Invoice	TSA COR; TSA CO	No later than 90 days after final sign-off of system by TSA Deployment Manager, following successful operational run-in period and start of live bag screening		
POST COMMISSIONING CHANGES				
CBIS Changes after Commissioning	OSTCBD@tsa.dhs.gov	See Post Commissioning Requirements, PGDS version 5.0, section D.7		

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

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

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

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

# APPENDIX D OTHER TRANSACTION FINANCIAL REPORTING TEMPLATE

Name of ENTITY:			
OTA Number: Government Fiscal Year:			
Quarter being reported:  December Marc	h ember		
1. Total Amount of OTA			
2. Total Expenses Incurred			
a. Payments received from T			
b. Amount Invoiced but not I			
c. Amounts Incurred but not	Invoiced		
3. Remaining Balance of OTA			
Invoices Submitted But Not Yet Pa	id		
Invoice Number	Date Submitted	Amount	
Total (should agree with 2.b.)			
, ,		-	
Printed Name	Signature		
Title	Date		
E-Mail Address	Phone Number		