BY AUTHORITY

ORDINANCE NO. _____ COUNCIL BILL NO. CB12-00188

SERIES OF 2012 COMMITTEE OF REFERENCE:

BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Other Transaction Agreement between the City and County of Denver and Transportation Security Administration for upgrades to the Checked Baggage Inspection System at Denver International Airport.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed Other Transaction Agreement between the City and County of Denver and Transportation Security Administration, in the words and figures contained and set forth in that form of Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2012-0119, is hereby approved.

COMMITTEE APPROVAL DATE: March 16, 2012

MAYOR-COUNCIL DATE: March 20, 2012

PASSED BY THE COUNCIL: _____, 2012

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2012

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2012; _____, 2012

PREPARED BY: John M Redmond, Assistant City Attorney JR DATE: March 22, 2012

Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: _____, Assistant City Attorney DATE: March 22, 2012

OTHER TRANSACTION AGREEMENT

BETWEEN

DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION

AND

CITY AND COUNTY OF DENVER

RELATING TO

DENVER INTERNATIONAL AIRPORT
Planning Guidelines and Design Standards Upgrade Project

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

ARTICLE I – PARTIES

The parties to this Other Transaction Agreement (OTA or Agreement) are the U.S. Department of Homeland Security Transportation Security Administration (TSA) and CITY AND COUNTY OF DENVER (CITY) relating to the DENVER INTERNATIONAL AIRPORT (DIA or Airport). The TSA and CITY agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

ARTICLE II – LEGAL AUTHORITY

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

ARTICLE III – PURPOSE AND SCOPE

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations of the TSA and the CITY with respect to the design, engineering and construction-related services to upgrade the TSA in-line Checked Baggage Inspection System (CBIS) at the DENVER INTERNATIONAL AIRPORT Airport Terminal (Project) in accordance with the design submitted by the CITY and reviewed by TSA pursuant to the TSA Planning Design Guidelines and Design Standards (PGDS) Version 4.0 found at: http://www.tsa.gov/research/checked_baggage_material.shtm.

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

ARTICLE IV – COST SHARING AND OTHER RESPONSIBILITIES

1. Capital Costs: The estimated cost of the Project (Total Project Cost) relates to the activities to modify the airport terminal building infrastructure and the baggage handling system (BHS) to support the installation and operation of the EDS and ETD equipment. It does not include the costs of acquisition, delivery or installation of the EDS and ETD equipment itself. TSA will be solely responsible for the acquisition, delivery, installation, and testing of the EDS and ETD equipment at the designated Project location(s). All work performed by the CITY pursuant to this Agreement shall be accomplished in accordance with the TSA PGDS.

2. The cost of the security-related portion of the Project has been determined to be $14,922,730(CBIS Project Costs). TSA agrees to reimburse the CITY for (100%) of the allowable, allocable and reasonable CBIS Project Costs, including design and construction

management in addition to construction costs but not to exceed a total reimbursement of $14,922,730 (TSA Reimbursement Limit). TSA shall reimburse the CITY for every dollar submitted by the CITY for reimbursement of allowable, allocable and reasonable CBIS Project Costs up to the TSA Reimbursement Limit of $14,922,730.

3. TSA will determine allowable and allocable costs in accordance with the OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" codified at 2 C.F.R. Part 225 (together with Appendices A – D) and Appendix F of the TSA PGDS. TSA will reimburse the CITY on an actual expense basis supported by one or more invoices submitted by the CITY in accordance with Article X "Payment." The parties understand and agree that all Project costs in excess of the TSA Reimbursement Limit of $14,922,730, as well as any costs that are inconsistent with OMB A-87 and the guidance set forth in the TSA PGDS, shall be borne solely by the CITY unless otherwise agreed by the TSA in a written modification in accordance with this Article IV and Article XIII "Changes and/or Modifications." Should the TSA reimbursements of $14,922,730, as adjusted pursuant to Article XIII, represent more than 100 percent of the final allowable and allocable, and reasonable CBIS Project Costs, the CITY will refund TSA sufficient funds such that TSA's total reimbursement will equal no more than 100% of the final allowable, allocable and reasonable CBIS Project Costs.

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

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

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

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

5. Change Orders shall not be considered authorization to exceed the TSA Reimbursement Limit unless the CITY submits to TSA prior written notification of the expected impact to the CBIS Project Cost and the corresponding impact to the TSA Reimbursement Limit, and the TSA agrees in writing to the proposed Change Order, including the proposed increase to the CBIS Project Cost and the TSA Reimbursement Limit. The CITY may not use the TSA contingency funds provided for the Project, as identified by TSA as part of this Agreement, without prior TSA written approval.

ARTICLE V - PROJECT RESPONSIBILITIES

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

A. TSA Responsibilities

1. Review and concur the CBIS Project design, plans, and specifications at the 30% and 100% design phases for the CBIS installation based upon the recommendations and guidelines in the TSA PGDS.
2. Provide the TSA's PGDS, as well as the EDS equipment specification upon request from the Airport.
3. Advise the type of EDS equipment to be provided at each Project design phase submission.
4. Furnish, deliver, install and test the EDS and ETD equipment.

5. Provide EDS Original Equipment Manufacturer Technical Support Advisory Services to the Airport regarding installation, integration and networking of the EDS units into the BHS.
6. Provide the CBIS System Specific Test Plan (SSTP) to the Airport following an EDS machine commissioning, coordination and test planning meeting. See Appendix A for further specifics relating to the TSA testing portion of the Project.
7. Establish and conduct the Integrated Site Acceptance Testing (iSAT) for the in-line CBIS performance capabilities.
8. Review and approve iSAT results before the in-line CBIS is certified as ready for operational use.
9. Provide training for Transportation Security Officer personnel on the EDS equipment.
10. Review and consider requested changes submitted by the Airport to the CBIS design. Any changes in scope or associated costs will be in accordance with Article XIII "Changes and/or Modifications".
11. Provide maintenance, repair, and refurbishment to all TSA EDS and ETD equipment throughout its life cycle at no cost to the CITY.

B. CITY/Airport Responsibilities

1. Except for the responsibilities of the TSA, as outlined above, the CBIS Project will be managed and overseen by the CITY. The CITY, acting through such contractors as it may engage, will provide the engineering and design services, as well as the associated construction and baggage handling system contractors, necessary for successful completion of the Project. The CITY will provide oversight of such contractor(s) to ensure the Project conforms to the TSA endorsed design and is completed within the prescribed costs and schedule identified and incorporated herein as Appendix B.
2. CBIS designs should be OSHA compliant; adhere to the applicable EDS and ETD installation guide specifications; and should comply with all applicable Federal, State, and local building regulations. Provisions will be made in the CBIS design that will allow TSA and its contractors full ingress to and egress from the CBIS area for the installation, operation, testing, maintenance, and repair of the EDS and ETD equipment.
3. Obtain all necessary construction licenses, insurance permits and approvals.
4. 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.
5. Facilitate the installation of the EDS units by providing a clear path during rigging and EDS installation, and provide sufficient space to allow for initial deployment activities (such as uncrating the device).
6. Provide three (3) feet of maintenance access space around the equipment so that spare parts may be removed and replaced.

7. Once installed, provide reasonable measures to protect the EDS and ETD equipment from harm, theft, and water intrusion in the screening area.
8. Prior to TSA iSAT Testing, it shall be the CITY's/Airport's responsibility to exercise due diligence to protect and insure, in accordance with the applicable CITY minimum insurance requirements, the EDS equipment from damage due to ongoing construction or weather.
9. Perform and bear all cost of the operation, maintenance and repairs for the airport terminal installed property such as the baggage handling conveyor system, including the conveyors in the baggage screening matrix, heating, air conditioning, electrical and mechanical infrastructure in support of this Project.
10. Submit monthly milestone and project progress status reports by the 10th of each month to the TSA Regional Deployment Manager (RDM), TSA Site Lead Contractor and TSA Contracting Officer. Specific requirements for the content of the monthly project status report are identified in Appendix C.

C. Operation and Maintenance Costs

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

Except for the EDS and ETD security screening equipment owned by the TSA and separately provided for use at the Airport, the CITY 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 are acquired and installed under this Agreement in support of this Project. It will remain the responsibility of the CITY, its contractors or lessees acting through such agents as it may use, to maintain, repair and or replace such airport property to sustain the operational environment of the EDS and ETD security screening equipment. Title to all airport terminal building improvements that were purchased or reimbursed using Federal funds for this Project, shall become the property of the CITY, whether purchased with TSA, Airport or CITY funds.

D. Deliverables

Specific testing related deliverables are outlined in Appendix A. Appendix C identifies other required deliverables to be submitted by the CITY and/or Airport.

ARTICLE VI - EFFECTIVE DATE AND TERM

Project completion is currently estimated to be on or about December 31th, 2012. The term of this Agreement shall be from the date of execution of the Agreement until, unless earlier terminated by the parties pursuant to Article XV "Termination" as provided herein or extended by mutual agreement pursuant to Article XIII "Changes and/or Modifications", in order to allow the CITY time to submit a final invoice, close out the Project, and address any other issues. The CITY agrees to work with TSA to close this OTA within six (6) months of completion of the Project and successful iSAT acceptance testing of the EDS system.

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

ARTICLE VII - ACCEPTANCE AND TESTING

TSA will deem the CBIS-related portion of the Project complete upon successful results of the TSA iSAT (Integrated Site Acceptance Test) as conducted by the TSA independent Acceptance Test Contractor and successful completion of the 30-day Operational Run-In period. TSA iSAT will evaluate the CBIS against the TSA PGDS per the SSTP developed with the Airport as defined in Appendix A 1.3 Acceptance Testing.

Successful completion requires the correction of CBIS deficiencies identified during the TSA iSAT as documented in the Quick Look Report (QLR) and as followed up at the end of the Operational Run-In period in the Test Summary Report (TSR). TSA will release the funds retained pursuant to Article X only after the CBIS has passed the iSAT test and Operational Run-In period and any deficiencies identified in testing have been corrected.

ARTICLE VIII - AUTHORIZED REPRESENTATIVES

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

A. <u>TSA Points of Contact:</u>

Regional Deployment Manager/Contracting Officer Technical Representative:
Khalid Haider
Transportation Security Administration
Office of Security Technology, TSA-16
TSIF Building
1 West Post Office Road
Washington, DC 20598-6932
Phone: 571-227-1350
E-Mail: khalid.haider@dhs.gov

Contracting Officer:
William C. Dorwart
Transportation Security Administration
701 S. 12th, Street
Arlington, VA 20598

P: 571-227-2338
E: william.dorwart@dhs.gov

Only the TSA CO shall have the authority to bind the Federal government with respect to funding and liability. The TSA RDM is also designated as the TSA Contracting Officer Technical Representative (COTR) and is responsible for the technical administration of this Agreement and technical liaison with the CITY and/or Airport. The TSA RDM/COTR 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 CITY and/or Airport must notify the TSA CO and RDM/COTR in event that any TSA employee or TSA contracted agent takes any action that may be interpreted by the CITY and/or Airport as direction which consequently increases the CBIS Project Costs or the TSA Funding Limit, and may cause the CITY and/or Airport to seek reimbursement from TSA beyond the TSA's Reimbursement Limit as defined in this Agreement.

B. CITY Points of Contact:

The CITY's Point of Contact for all correspondence is:

Woods Allee
Director of Project Controls
Planning and Development
Airport Office Building
8500 Pena Blvd.
Denver Colorado 80249

ARTICLE IX – FUNDING AND LIMITATIONS

TSA will provide funding to the CITY in an amount not to exceed $14,922,730 (TSA Reimbursement Limit). Funds in the amount of $14,922,730 are hereby obligated and made available for payment for performance of this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

PR: 2112202CT1014

Accounting Line: [illegible]

Amount: $14,922,730

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 CITY 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 CITY for profit or the general costs of government. The CITY may recover the allowable direct costs of CITY personnel performing work necessary under this Agreement, as well as the allowable and allocable costs of the contractors hired by the CITY to perform the necessary work under this Agreement. Profit and overhead costs for the CITY"s contractors performing work on the Project are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include CITY 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 CITY, 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 CITY if the TSA CO determines that the invoices exceed the actual costs incurred, or if the work substantially deviates from the TSA approved CHS design requirements for the Project pursuant to this Agreement.

TSA will reimburse only for allowable, allocable and reasonable costs in accordance with the OMB Circular No. A-87 in effect on the Effective Date of the Agreement (codified at 2 C.F.R. Part 225) and the allowable/not-allowable costs identified in Appendix F of TSA's PGDS v 4.0.

ARTICLE X – PAYMENT

The United States Coast Guard Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the CITY must submit a completed Summary Invoice. Central Contractor Registration is mandatory for invoice payment; for information regarding the Central Contractor Registration, please refer to http://www.ccr.gov

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred. For periods in which the CITY has not incurred a reimbursable expense, an invoice is not required. Expenses are considered to accrue on the date that the CITY is invoiced from a sub-contractor, supplier, or provider of services.

Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project Costs that have been incurred and paid by the CITY. TSA intends to make payment to the CITY within 30 days of receipt of each properly prepared invoice for reimbursement of incurred costs.

Ten percent (10%) of all submitted costs identified by TSA as allowable, allocable and reasonable shall be retained by TSA until completion of the Project, and shall only be reimbursed to CITY upon successful completion of all of its obligations under this Agreement, including, but not limited to, successful completion of all testing as required in Article VII of this Agreement.

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

The TSA reimbursement process consists of two steps.

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

(1) Agreement Number HSTS04-12-H-CT1014
(2) Invoice Number and Invoice Date
(3) Complete Business Name and Remittance Address
(4) Point of Contact with address, telephone, fax and e-mail address
(5) Tax Identification Number and DUN's Number
(6) Dollar Amount of Reimbursement requested
(7) Signature of the CITY's authorized representative and the following certification language: *"This is to certify that the services set forth herein were performed during the period stated and that the incurred costs billed were actually expended for the Project."*

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

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

Email: FIN-SMB-TSAINVOICES@uscg.mil

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

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

The Support Documentation should contain the following items:

- Summary Invoice from Step 1
- An executive summary Project overview with the first invoice
- A summary spreadsheet providing a categorized breakdown of the amount invoiced.
- Spreadsheet detailing the invoices and amounts submitted, including individual invoice numbers, amounts and coding; grand totals; and detail on how each invoice is distributed amongst the work areas and construction divisions detailed in the "TSA Pay Request" spreadsheet.
- Signed, approved and legible copies of each individual contractor's invoice to include schedules of values statements of work.

- Copies of contracts and change orders that provide support for the actual work being invoiced.
- Vendor and subcontractor invoices with specific details about services provided.
- Vendor and subcontractor information showing employees name, rates of pay, dates and hours worked.
- Rationale for all allocations or unusual calculations or assumptions.
- Proof of delivery of the equipment to the Project.
- Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific).

- Proof of payment by the CITY and/or Airport 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 mail via CD or paper documents or electronic transmission to the below addresses. The final closeout invoice should include proof that all required deliverables have been provided.

Office of Security Capability
Data Management Lead
Transportation Security Administration
TSIF – S224J
1 West Post Office Way
Washington, D.C. 20528-6032

Phone: 571-227-5578
Email: OSTCBD@tsa.dhs.gov

William C. Dorwart, TSA Contracting Officer
C/O Mr. John Gebhart
Faithful & Gould
1725 Duke Street, Suite #200
Alexandria, VA 22314

Phone: 571-403-8777
Email: John.Gebhart@fgould.com

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

ARTICLE XI - AUDITS

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

The CITY shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The TSA CO or the authorized representative of the TSA CO shall have the right to examine and audit those records at any time, or from time to time. The right of examination shall include inspection at all reasonable times at the offices of the CITY or at the offices of the CITY's contractor(s) responsible for the Project.

The CITY will be required to submit cost or pricing data and supporting information in connection with any invoice relating to this Agreement if requested by the TSA CO. This Article XI shall not be construed to require the CITY or its contractors or subcontractors to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting practices.

ARTICLE XII – REQUIRED FEDERAL PROCUREMENT PROVISIONS

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

2. The CITY agrees to include in its contract(s) for this Project a provision that the Airport Terminal designs and commensurate construction are required to comply with the TSA's Planning Guidelines and Design Standards requirements for Checked Baggage Inspection Systems.

3. Small Business/Disadvantaged Business Enterprises Participation: Small Businesses/Disadvantaged Business Enterprises play a critical role in stimulating economic growth and creating jobs. The CITY is required to submit a report on an annual basis the amount of TSA funding provided to small business/disadvantaged business enterprise concerns utilized in the TSA Project. The annual report, due at the end of each Federal fiscal year (September 30th) and upon completion of the Project will identify the TSA funded dollars provided to the small businesses/disadvantaged business categories during the reporting period. The report shall be reported via email directly to the TSA Contracting Officer.

ARTICLE XIII – CHANGES AND/OR MODIFICATIONS

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

ARTICLE XIV – DISPUTES

When possible, disputes will be resolved by informal discussion between the parties. All disputes arising under or related to this Agreement shall be resolved under this Article XIV. 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 CITY or the TSA. 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 that the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the TSA Assistant Secretary or his or her designee. The parties agree that the TSA Assistant Secretary's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XV – TERMINATION

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

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

ARTICLE XVI – CONSTRUCTION OF THE AGREEMENT

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

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

In the event that any Article and/or parts of this Agreement are determined to be void or otherwise invalid or unenforceable, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XVII - PROTECTION OF INFORMATION

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

A. RELEASE OF TECHNICAL DATA

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

B. RECORDS AND RELEASE OF INFORMATION

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

C. MEDIA

Neither the CITY, the Airport nor its contractors shall make publicity or public affairs activities related to the subject matter of this Agreement unless written approval has been received from the TSA Office of Security Technology or the TSA Office of Strategic Communication and Public Affairs prior to any release.

D. COLORADO OPEN RECORDS ACT

Parties acknowledge that the City and County of Denver is subject to the requirements of the Colorado Open Records Act. The CITY will comply with the taking of appropriate measures to protect all proprietary, privileged, confidential, or otherwise Sensitive Security Information (SSI) that may come into their possession as a result of this Agreement.

ARTICLE XVIII - LIMITATIONS ON LIABILITY

Each party expressly agrees, without exception or reservation, that it shall be solely and exclusively liable for the negligence of its own agents and/or employees in connection with its performance hereunder

ARTICLE XIX - SURVIVAL OF PROVISIONS

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

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

U. S. Department of Homeland Security **Transportation Administration**	**CITY**
_____	_____
William C. Dorwart **TSA Contracting Officer**	**Name** **Title**
_____	_____
Date	**Date**

Copy to:
Office of Security Technology
Federal Security Director

Other Transaction Agreement
Between
Transportation Security Administration (TSA) and
CITY
Checked Baggage Inspection System
For the DENVER INTERNATIONAL AIRPORT
Appendix A – TSA Acceptance Testing Requirements

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

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

1.1 EDS PLACEMENT

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

1.2 INSTALLATION SUPPORT

1.2.1 Project Management

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

1.2.2 Technical Support

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

- The identified TSA Site Lead Contractor should be included in all relevant CBIS planning/project meetings relevant to TSA contributions to the Project. Project schedules and updates should be provided to the TSA Site Lead Contractor to ensure TSA has timely and sufficient notice of deliverable dates.

- The EDS OEM shall provide technical consultations to the TSA Regional Deployment Manager (RDM) and Airport regarding Project efforts that may include, but are not limited to: teleconferences; reviews of drawings and specifications; and exchanges of technical documentation such as specifications, manuals, and guides.

- TSA Test Lead shall support testing of the CBIS (the EDS units, BHS and the integration between them) and will develop relevant CBIS test plans and reports that will be shared with the Airport.
- Support for the development and execution of the TSA Other Transaction Agreement in place between TSA and the Airport will be provided by TSA Office of Acquisition.
- Oversight and coordination of technical aspects of the Project will be provided by the TSA Regional Deployment Manager.
- Local TSA personnel shall support coordination of issues between TSA Regional Deployment Manager (RDM) and the Airport as directed by the Federal Security Director (FSD).

Title	Name	Contact Information
TSA Regional Deployment Manager	Khalid Haider	khalid.haider@dhs.gov 571-227-1350

1.2.3 Commissioning Services

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

1.3 Acceptance Testing

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

Lead Times for iSAT (Days Prior to projected test date)	Activity	Responsible Parties
Site Initiation	Site Planning Checklist provided to the Airport to complete to support the iSAT Site Specific Test Plan (SSTP) development.	TSA RDM, TSA Site Lead Contractor
>100 days	Completed Site Planning Checklist and other	Airport, TSA Site

	required site documentation received by TSA Acceptance Test Contractor from TSA Site Lead Contractor, to include • 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 View(s) (with control stations and locations, Photoelectric Cell (PEC) numbering and locations, and conveyor numbering) and Elevation View(s) • Available CBIS Reports shall be provided during iSAT testing and throughout the Run-In period. These reports should meet the requirements described in PGDS Chapter 7 Section 7.2.14 CBIS Reporting Best Practices. • Sample CBIS Reports shall be provided along with the Site Planning Checklist to aid in Test Plan Development. • 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)	Lead Contractor
≥90 days	On-site Site Survey Meeting held to assist in preparation of the SSTP and to conduct initial test coordination. This visit will allow the TSA Acceptance Test Contractor to tour the site, review the completed Site Planning Checklist with the Airport, and initiate the SIDA badge application process, if required. TSA Site Lead Contractor coordinates schedule with the Airport and TSA's Acceptance Test Contractor.	Airport, TSA RDM, TSA Site Lead Contractor, TSA Acceptance Test Contractor
90 to 60 days	SSTP is developed by the Acceptance Test	TSA Acceptance

	Contractor and a draft is submitted to the TSA RDM.	Test Contractor, TSARDM
60 to 45 days	TSA RDM submits feedback for the draft SSTP to the Acceptance Test Contractor.	TSA RDM
≥45 days	SSTP is revised, based on TSA RDM feedback, and is delivered to the Airport.	TSA Site Lead Contractor, TSA Acceptance Test Contractor, Airport
45 to 30 days	SSTP is revised, based on the Airport's review, and the final version is submitted to the TSA RDM. Any system changes made by the Airport following acceptance of SSTP must be formally reviewed and approved by the TSA RDM for required test revisions.	TSA Acceptance Test Contractor, TSA RDM, Airport
≥30 days	Test coordination meeting between TSA Site Lead Contractor, TSA Acceptance Test Contractor, and the Airport to review the final SSTP, coordinate logistics & manpower, and to review the TRR process and specific tests to be performed. Any requests for deviation from the SSTP testing requirements must be delivered in writing to the TSA RDM prior to this meeting for review and response. This is last chance for the Airport to disclose any test standards that cannot be met in writing and formally justify exemption from said test criteria. Final revisions to the SSTP will be made, including the incorporation of exemptions approved by TSA RDM, if applicable.	Airport, TSA Site Lead Contractor, TSA Acceptance Test Contractor, TSA RDM
Typically 14 days to 1 day	TSA Acceptance Test Contractor will ship test articles to the Airport. The Airport receives the test articles and stores as appropriate.	Airport, TSA Acceptance Test Contractor
≥11 business days	The Airport delivers internal pre-SAT test results to the TSA Site Lead Contractor and the Site and TRR readiness confirmation letter to the TSA RDM. Upon successful review, the TSA Site Lead Contractor is deployed to the site within 7 days.	Airport, TSA Site Lead Contractor
≥7 business days	TSA Site Lead Contractor performs the TRR.	Airport, TSA Site Lead Contractor
≥3 business days	When notice of successful TRR is completed	TSA Site Lead

	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.	Contractor, TSA Acceptance Test Contractor
2 business days	TSA Acceptance Test Contractor travel day (normally Monday)	TSA Acceptance Test Contractor
1 to 0 business days	TSA Acceptance Test Contractor mobilization activities (normally Tuesday). Activities will include an In-brief meeting for all stakeholders.	Airport, TSA Acceptance Test Contractor
Test start	Normally Tuesday or Wednesday. TSA Acceptance Test Contractor will accept PLC code from TSA Site Lead Contractor or Airport at the time of testing. The TSA Acceptance Test Contractor will collect BHS conveyor details for specific sections of the CBIS. Prior to departing the site, an Out-brief meeting will be held for all site stakeholders.	Airport, TSA Acceptance Test Contractor, TSA Site Lead Contractor
≤1 business day after iSAT data analysis is complete	QLR is submitted by the TSA Test Acceptance Contractor to the TSA RDM	TSA Acceptance Test Contractor, TSA RDM
TSA OST discretion	Following TSA QLR review and approval for live operations, substantial use live operations (run-in) may begin. The TSA Acceptance Test Contractor will collect daily CBIS reports from the Airport at one-week intervals, as previously coordinated.	Airport, TSA Acceptance Test Contractor, TSA RDM
Typically ≥28 days or more from start of substantial use	The TSA Acceptance Test Contractor remotely monitors system performance during the substantial use live operations run-in period and analyzes at least 21 days of run-in data received from Airport.	Airport, TSA Acceptance Test Contractor
3 to 5 business days following completion of 21 days of run-in data analysis	The TSA Acceptance Test Contractor observes system operation on-site and collects any necessary remaining data to analyze a minimum of 30 days of run-in data. In addition, PLC code is collected from the TSA Site Lead Contractor or the Airport. The TSA Acceptance Test Contractor will also collect BHS conveyor details for specific sections of the CBIS.	Airport, TSA Acceptance Test Contractor, TSA Site Lead Contractor
Within two (2) Work Weeks	TSR, if required, is submitted by the TSA Acceptance Test Contractor to the TSA RDM	TSA Acceptance Test Contractor,

following completion of 30 days of run-in, data analysis, and on-site observations		TSA RDM

1.3.1. Site Acceptance Testing (SAT)
The EDS OEM shall coordinate and conduct SAT testing on the EDS machines in the presence of a TSA designated government witness. The EDS OEM shall implement and coordinate testing by issuing a Test Readiness Notification (TRN) at least 7 days prior to the scheduled Acceptance testing. Passing SAT results are required prior to 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 D. The SSTP will be based on the Airport's responses to a Site Planning Checklist to be completed ≥100 days in advance of Integrated Site Acceptance Testing. The Final SSTP shall be delivered to the Airport 30 days in advance of projected iSAT start-up. This is preceded by reviews of the draft SSTP by the TSA RDM 60-45 days prior to testing and by the Airport 45-30 days prior to testing. The TSA Site Lead Contractor and Acceptance Test Lead shall participate in a Test Coordination meeting approximately 30 business days prior to the projected iSAT start up to ensure that all Airport 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 RDM prior to this test coordination meeting for review and response.

The TSA RDM 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 RDM 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 RDM and TSA Acceptance Testing Contractor. This is last chance for the Airport 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 RDM and TSA Acceptance Test Contractor at 120, 90, 60, 30, and 14 days from the anticipated iSAT start date. This schedule shall be distributed each time changes are made to the iSAT start date and/or duration. Changes made to the schedule within two weeks of the planned iSAT start date may relieve the

TSA of the obligation to begin testing within three business days of the TRR. In this situation, the iSAT start date could depend on TSA's testing workload and resource allocation.

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

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

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

1.4 INTEGRATION SERVICES

1.4.1. BHS Support

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

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

1.4.2. Software and Hardware

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

1.5 SYSTEM NETWORKING

1.5.1 Network Infrastructure

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

1.5.2 Network Services

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

1.6. TRAINING
TSA will provide training for TSA screening staff on the operation of the EDS and ETD equipment.

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

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

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

2.1 EDS PLACEMENT
The Airport shall ensure that the Project site will be ready to accommodate the installation of the EDS and associated equipment. The Airport shall be responsible for providing all rigging and rigging overnight activities, and shall provide adequate protection to the EDS machines and to the airport infrastructure during any and all EDS movements. The Airport shall coordinate with the EDS OEM to integrate all activities regarding placement of EDS equipment. The Airport shall provide reasonable measures to protect the EDS and ETD equipment from damage in the screening area.

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

2.1.2 Rigging Services

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

2.2 INSTALLATION SUPPORT

2.2.1 Power Requirements

The Airport will provide terminations to the EDS for electrical power. The Airport will be responsible for providing all infrastructure power requirements including separate metering. If applicable, the Airport will design and install all power requirements to terminal locations within the Checked Baggage Resolution Areas and at EDS locations. The Airport will provide cabling from terminations to EDS equipment. The Airport shall attest to the availability of power supply to adequately support the EDS and associated equipment in accordance with OEM specifications and be liable for damage to this equipment resulting from intentional deviations to accepted power supply conditions.

2.2.2 Commissioning Services

The Airport will be responsible for obtaining all other infrastructures not mentioned in Section 2.2.1 to support EDS operations and maintenance.

2.3 INTEGRATION SERVICES

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

2.4 NETWORKING

2.4.1. Network Infrastructure

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

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

2.4.2. Network Services

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

2.5. ACCEPTANCE - TESTING SUPPORT

The Project schedule shall allow for sufficient time to conduct mandatory testing of the EDS units after installation and integration. The Project schedule shall also factor in minimum lead

times for notification of readiness for testing (7 days for SAT; 3 days for TRR; and at least 3 business days for iSAT.) The Airport shall identify operational windows in time in which testing activities can be accomplished. Testing activities will be scheduled for normal 8-hour business days (Monday-Friday) and should not include holidays.

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

2.5.1 Site Specific Test Plan (SSTP)

The Airport 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 Section 7.2.14 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 should meet the requirements described in the PGDS Chapter 7, Section 7.2.14.
- 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 RDM in writing for review and approval prior to the Test Coordination Meeting and no later than 30 days prior to iSAT.

The Airport will have the opportunity to review and comment on SSTP in advance of testing. Comments and/or questions should be directed to the TSA RDM and the TSA Site Lead Contractor.

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

Required input from the Project Team will include:

Functional Testing Documentation: Testing authentication must be clearly reported and show every test with bag ID and declared status on printed EDS FDRS (Field Data Reports) and on the printed Critical Tracking PEC Report (as required in PGDS Section 7.2.14) resulting bag destination. Ledger forms should show test date, type of test, identification of bag destination location, and ID number of the bags arriving at that location. These reports should be organized and indexed in 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 should be similar to the TSA Acceptance Test Contractor's test bag profile.

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

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

2.5.3. Logistical Support Needs: The Airport shall identify any logistical or support needs that will impact TRR and iSAT testing, to include:

- any process needed to obtain sufficient baggage tags should the system use IATA baggage tracking mechanisms, pier tags should the system use pier tags, or blank bag tags if the system does not use IATA baggage tracking mechanisms;
- any process needed to obtain sufficient baggage tubs/totes (typically 20 per installed EDS)
- any process needed to obtain airport badges/access for TSA Acceptance Test Contractor personnel; and/or personnel escorts
- availability of BHSC and BHS Programmer to operate BHS during iSAT and provide support for iSAT Testing and diagnostic activities
- availability of baggage handling support for testing activities; and
- availability of support for delivery and secure storage of TSA Acceptance Contractor test bags for iSAT (100 bags per EDS.)

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

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

2.5.6. Operational Run-In
The Run-In period will extend for a minimum of 30 days from the start of substantial operations with cutover of substantial input and output lines. This period of time shall be discussed and agreed to by all parties during the SSTP development process, and reconfirmed at the completion of the iSAT. Substantial Operations shall normally be defined as when the CBIS is processing 80% or greater of its normal (not peak) operational daily load of "checked bags or luggage". This period shall also be dependent on resolution of deficiencies found during testing and Run-In. Once a week during the Run-In period, the Airport or their authorized representatives shall forward electronic versions of all CBIS Reports required by PGDS Chapter 7, Section 7.2.14. to the TSA RMD and Acceptance Test Contractor. After receipt, review and analysis of at least 21 days of performance data, TSA and their Acceptance Test Contractor will deploy to the site to physically verify closure of open deficiencies, and observe system operation against the data reported. During this time, measurements of belt speeds for security tracking zone conveyors will be performed. These Run-In period measurements will be recorded and reported together with similar measurements made during mobilization for iSAT testing. Based on the data analysis and physical observations, a recommendation will be made to TSA via a Test Summary

Report (TSR) to end the Run-In period, extend the Run-In period, and/or change the operational status of the CBIS.

2.5.7. Post Commissioning Activities:
The TSA Site Lead Contractor will conduct 30-day operational run-in observations of the system following successful iSAT testing.

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

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

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

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

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

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

CBIS Configuration Change Request

[illegible]

Airport Code			
Airport Name			
Airport Address			
Requested by	Name	Company	
	Phone	Email	
Date of Request			

This change will affect: [illegible] ☐ [illegible] ☐ [illegible] Test CBIS ☐

Description of Change:

Reason for Change

Expected Results:

Schedule

Estimated [illegible]

Goal	

TSA Review

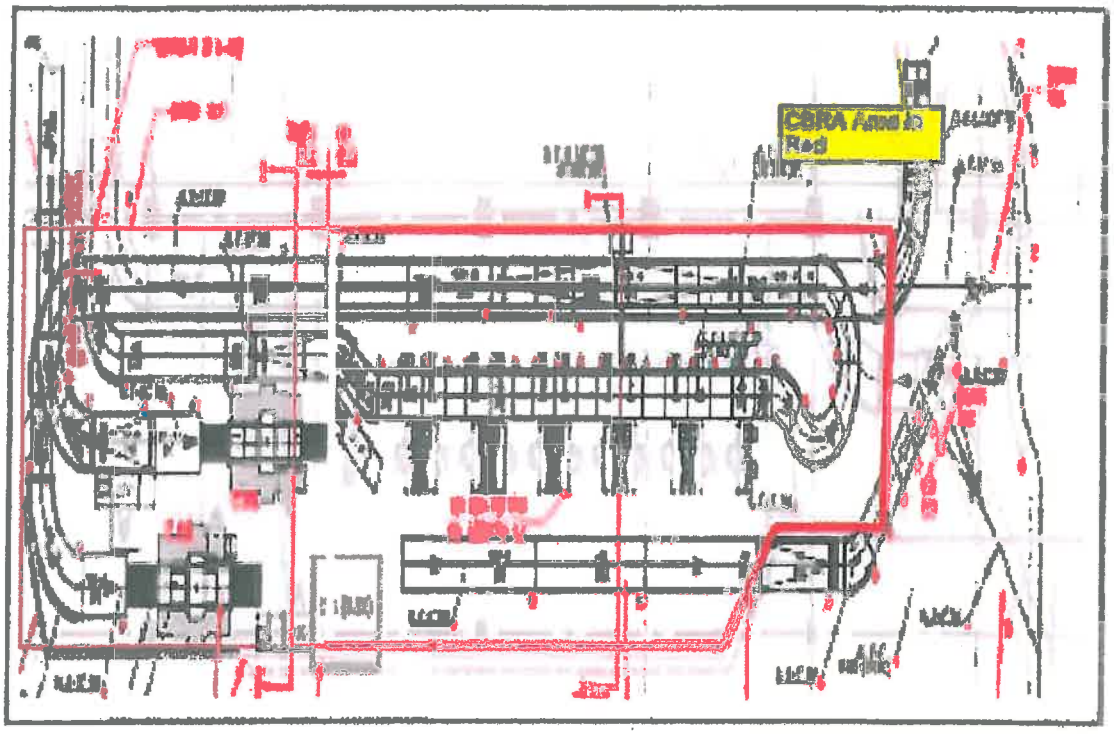
	Reviewer Comment	Initials
On reason for change		
On expected results		
On CBP/CBRA Operations		
On schedule		
On cost		
Other		

Reviewer Signatures	Date:	Recommendation:	
		Approve ☐	Decline ☐
		Approve ☐	Decline ☐
		Approve ☐	Decline ☐
		Approve ☐	Decline ☐
		Approve ☐	Decline ☐

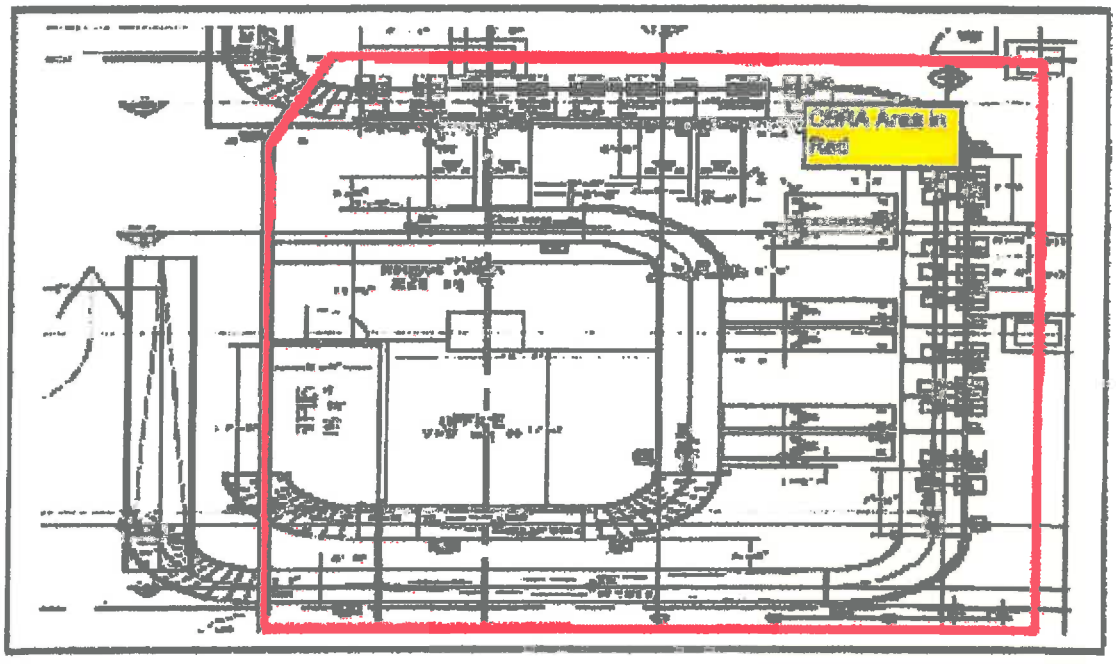
Final Action Taken	Approved ☐	Declined ☐	Date	By

APPENDIX B, Schematic, Project Cost and Milestone Schedule

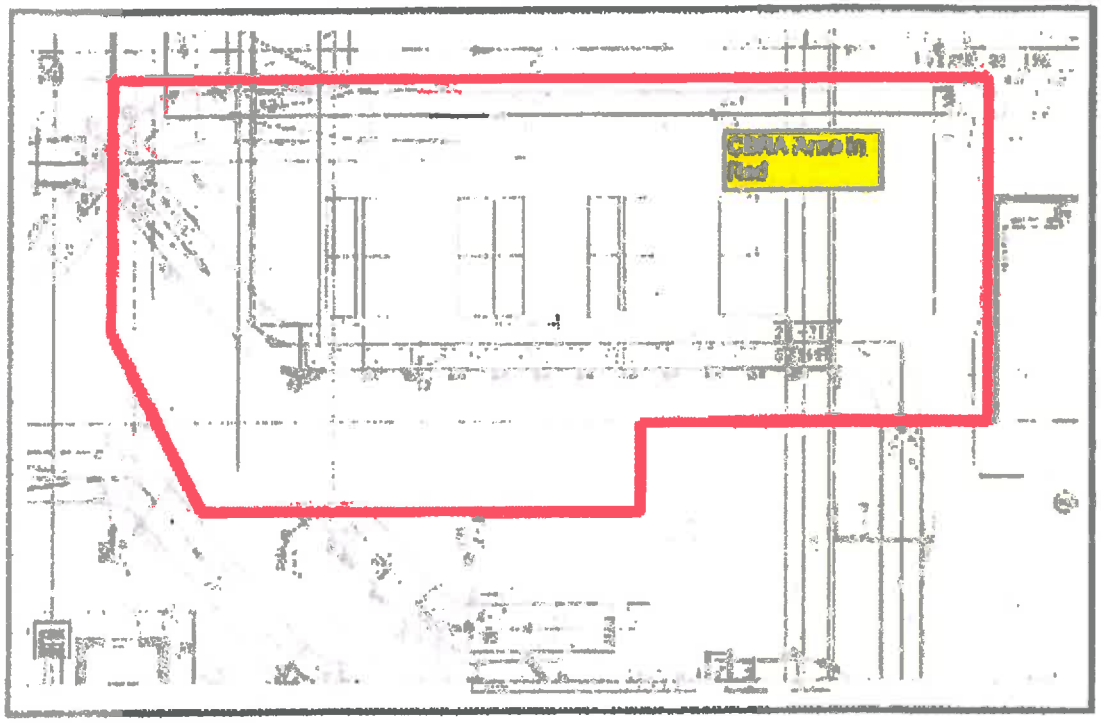
Hard Costs Summary	
Subtotal (BHS)	$ 8,345,232
Subtotal (Other Construction Related Costs)	$ 764,758
Prime Contractor Markups	$ 3,172,097
Hard Costs Subtotal	**$ 12,282,082**
Soft Costs Summary	
Soft Costs Subtotal	$ 2,640,646
Total Estimated Costs in Escalated Dollars $	**$ 14,922,728**
At TSA Cost Share of	**$ 14,922,728**



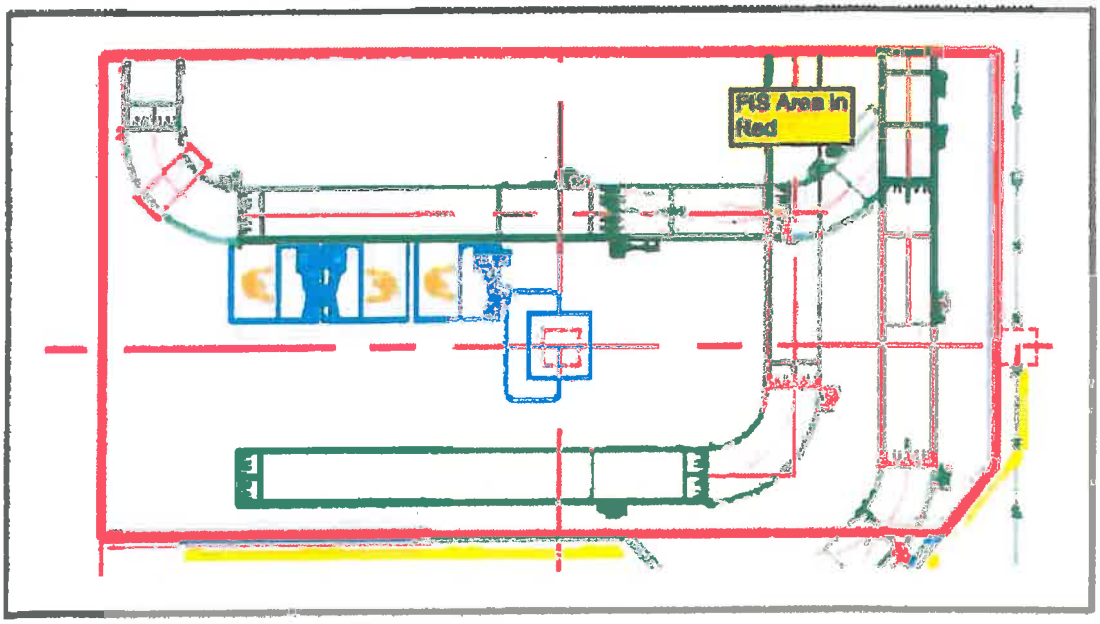
Proposed Mod 1E – (Mirrors Mods 2E and 1W)



Updated Mod 3E Plan View



Updated Mod 2W – (Mirrors Mod 3W)



Updated Layout for Federal Inspection Services

APPENDIX C, SCHEDULE OF DELIVERABLES

The following deliverables are required to be submitted by the CITY/Airport:

Item	Submitted To:	Frequency or Due Date
Design: pre-design, schematic, 30%, 100% to include detailed cost estimate	TSA Regional Deployment Manager	In accordance with the TSA PGDS, version 4.0
Schedule of Values (Design, Construction, Baggage Handling Contracts)	TSA Regional Deployment Manager TSA Contracting Officer	Within 30 days after execution of the TSA Agreement or upon issuing Notice to Proceed to Contractor. To be updated on a monthly basis and submitted with the monthly report.
Copies of the Design and related Construction Contracts and Change Orders	TSA Regional Deployment Manager TSA Contracting Officer	Upon contract award. Change Orders affecting the CBIS Project require advance TSA approval.
Monthly Milestone and Project Status Report	TSA Regional Deployment Manager TSA Contracting Officer TSA Site Lead Contractor	By the 10th of each month. Electronic submission is requested if feasible.
Summary report of Small Business/Disadvantage Business Enterprises utilization Report	TSA Contracting Officer	By September 30th each year and upon completion of the Project via email
CONSTRUCTION PHASE		
Mechanical and Electrical Shop Drawings	TSA Regional Deployment Manager TSA Site Lead Contractor	Upon completion by the Airport.
Close Out Process		
Close Out Process – Correction of testing deficiencies	Close Out Report submitted to TSA Regional Deployment Manager and TSA Site Lead Contractor	Airport responses within (2) weeks of receipt of QLR and TSR to address noted CBIS
Final Copy of PLC program and software disaster recovery procedure in electronic format.	TSA Regional Deployment Manager	No later than 30 days after commissioning of system(s)
As Built Drawings in electronic format, .dwg (AutoCAD) or comparable format to include final description of operations; mechanical layouts, including	TSA Regional Deployment Manager	No later than 30 days after 30-day operational run-in period

belt speeds in CAD and PDF file format		
Overview of drawings of the Matrix/Node, Resolution Room, OSR Room as applicable. dwg (AutoCAD) or comparable format	TSA Regional Deployment Manager	30 days after 30-day operational run-in period
Final Invoice	TSA Regional Deployment Manager 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	baseteam@dhs.gov	See Post Commissioning Requirements, Appendix A, paragraph 2.5.7

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

- 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.
- 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).

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of <<insert signature date here>>.

CITY AND COUNTY OF DENVER

ATTEST:

_____
DEBRA JOHNSON, Clerk and Recorder, Ex-officio Clerk of the City and County of Denver

By_____
Mayor

RECOMMENDED AND APPROVED:

By_____
Manager of Aviation

APPROVED AS TO FORM:

DOUGLAS J. FRIEDNASH, Attorney for the City and County of Denver

By_____
Assistant City Attorney

By_____
Manager of Finance

REGISTERED AND COUNTERSIGNED:

By_____
Auditor

"CITY"
"PARTY OF THE FIRST PART"

By:_____

Title:_____

U.S. DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION ADMINISTRATION

"PARTY OF THE SECOND PART"