

AN ORDINANCE      2009 - 09 - 17 - 0752

**AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT WITH THE TRANSPORTATION SECURITY ADMINISTRATION IN THE AMOUNT OF UP TO \$14,385,466.00 OR 90% OF ELIGIBLE COSTS FOR THE TERMINAL 1/B CONSOLIDATED BAGGAGE HANDLING SYSTEM AT SAN ANTONIO INTERNATIONAL AIRPORT TO BE FUNDED THROUGH THE AMERICAN RECOVERY & REINVESTMENT ACT FUNDS,**

\* \* \* \* \*

**WHEREAS**, the 111<sup>th</sup> Congress enacted H.R. 1, the American Recovery and Reinvestment Act of 2009 ("Act"), and President Obama signed it into law on February 17, 2009; and

**WHEREAS**, the Act, totaling \$787 billion, provides \$499 billion in spending for transportation, infrastructure, health care programs, education assistance, housing assistance, energy efficiency upgrades, and State and local fiscal relief ("Stimulus Funds"); and

**WHEREAS**, pursuant to Ordinance No. 2009-04-30-0320, adopted April 30, 2009, the City authorized the construction of a Consolidated Baggage Handling Facility for Terminals 1 and B at San Antonio International Airport ("Airport") as part of the expansion project at the Airport; and

**WHEREAS**, with the execution of a reimbursement agreement, the Transportation Security Administration ("TSA") will reimburse the City of San Antonio up to the lesser of \$14,385,466.00 or ninety percent (90 %) of the \$15,983,852.00 costs eligible for reimbursement; and

**WHEREAS**, TSA is intending to use American Recovery & Reinvestment Act monies to fund the reimbursement agreement; and

**WHEREAS**, it is now necessary to authorize the execution of a reimbursement agreement with TSA; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager, her designee, or the Director of the Aviation Department is hereby authorized to accept and execute a Reimbursement Agreement in which the Transportation Security Administration (TSA) will reimburse the City of San Antonio (City) up to 90% of eligible project costs associated with the design, engineering and construction of the Terminal 1/B Consolidated Baggage Handling System Project (Consolidated BHS Project) at the San Antonio International Airport (Airport) in the amount not to exceed \$14,385,466.00. These funds are available through the American Recovery & Reinvestment Act of 2009. A required cash match of \$1,598,386.00 was previously appropriated and approved with Ordinance 2009-04-30-0320, and will be disbursed from the 2007 Airport Revenue Improvement Bonds-Construction funds.

**SECTION 2.** The City Manager, her designee, or the Director of the Aviation Department is authorized to execute administrative amendments to the reimbursement agreement in the event that the TSA determines a need to modify the funding source so long as the contract amount and the scope of services do not change;

**SECTION 3.** The City Manager, her designee, or the Director of the Aviation Department is each hereby authorized to: execute and deliver to the appropriate agency or person any and all documents necessary to evidence the City's acceptance of the Grant. A copy of each document executed and submitted in connection with the acceptance of the Grant will be on file in the Aviation Department.

**SECTION 4.** Fund 2305933000 entitled "Transportation Security Administration" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this Grant and the sum of up to \$14,385,466.00 from TSA will be appropriated in said fund. The attached proposed budget relating to the Grant is incorporated herein for all purposes as Attachment I, and is hereby approved. A formal final budget which will include a department specific fund, Internal Order numbers, and General Ledger numbers will be submitted by the Aviation Department upon award.

**SECTION 5.** The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, shall be revised by decreasing SAP WBS element 33-00151-90-07 entitled Transfer from AV-00014-01-01-05, SAP GL account 6101100 – Interfund Transfer In, by the amount \$1,803,129.00.

**SECTION 6.** The amount of \$1,803,129.00 is reverted in SAP Fund 51005001, 2007 Airport Revenue Improvement Bonds-Construction, SAP WBS AV-00014-01-01-05, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00151-90-07. The amount of \$1,803,129.00 is authorized to be transferred from SAP Fund 51099000.

**SECTION 7.** The amount of \$6,052,387.20 is appropriated in SAP Fund 2306533001, TSA Agreement - Checked Baggage Project, SAP Internal Order # 133000000079, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00151-90-14. The amount of \$6,052,387.20 is authorized to be transferred to SAP Fund 51099000.

**SECTION 8.** The budget in fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, shall be revised by increasing SAP WBS Element 33-00151-90-14 entitled Transfer from I/O# 133000000079, SAP GL Account 6101100 – Interfund Transfer In, by the amount of \$6,052,387.20.

**SECTION 9.** The amount of \$4,249,258.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00151, NTE - Project 4 - Terminal B, SAP WBS Element 33-00151-05-03-01, entitled CMR BHS GMP - Pkg # 4.2, SAP GL Account 5201140.

**SECTION 10.** The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00152, NTE-Project 12-Terminal 1 Modifications, shall be revised by decreasing SAP WBS element 33-00152-90-04 entitled Transfer from AV-00014-01-01-09, SAP GL account 6101100 – Interfund Transfer In, by the amount of \$6,529,968.00.

**SECTION 11.** The amount of \$6,529,968.00 is reverted in SAP Fund 51005001, 2007 Airport Revenue Improvement Bonds-Construction, SAP WBS AV-00014-01-01-09, SAP GL account

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6102100 – Interfund Transfer out entitled Transfer to 33-00152-90-04. The amount of \$6,529,968.00 is authorized to be transferred from SAP Fund 51099000.

**SECTION 12.** The amount of \$8,333,079.00 is appropriated in SAP Fund 2306533001, TSA Agreement - Checked Baggage Project, SAP Internal Order # 133000000084, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00152-90-06. The amount of \$8,333,079.00 is authorized to be transferred to SAP Fund 51099000.

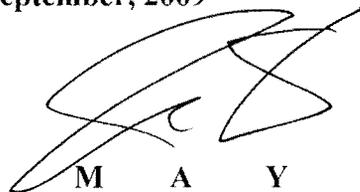
**SECTION 13.** The budget in fund 51099000, Airport Capital Projects, SAP Project Definition 33-00152, NTE-Project 12-Terminal 1 Modifications, shall be revised by increasing SAP WBS Element 33-00152-90-06 entitled Transfer from I/O# 133000000084, SAP GL Account 6101100 – Interfund Transfer In, by the amount of \$8,333,079.00.

**SECTION 14.** The amount of \$1,803,111.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00152, NTE-Project 12-Terminal 1 Modifications, SAP WBS Element 33-00152-05-02-02-01, entitled Consolidated BHS, SAP GL Account 5201140.

**SECTION 15.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager’s designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 16.** This Ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

**PASSED AND APPROVED this 17th day September, 2009**

  
M A Y O R  
**JULIÁN CASTRO**

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for City Attorney

<b>Agenda Item:</b>	29 ( in consent vote: 9, 10, 11, 12, 14, 15, 16, 17, 19, 20, 21, 22A, 22B, 22C, 22D, 25, 26, 27, 29, 30, 31 )						
<b>Date:</b>	09/17/2009						
<b>Time:</b>	10:28:28 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance approving an agreement with the Department of Homeland Security Transportation Security Administration providing not more than \$14,385,466.00 in American Recovery & Reinvestment Act of 2009 funds for reimbursement of up to 90% of allowable costs associated with design, engineering and construction services for the Terminal 1/B Consolidated Baggage Handling System Project at the San Antonio International Airport. [Sheryl Sculley, City Manager; Peter Zaroni, Director, Management and Budget]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				x
John G. Clamp	District 10		x				

A T T A C H M E N T I



**OTHER TRANSACTION AGREEMENT**

**BETWEEN**

**DEPARTMENT OF HOMELAND SECURITY  
TRANSPORTATION SECURITY ADMINISTRATION**

**AND**

**THE CITY OF SAN ANTONIO**

**RELATING TO**

**SAN ANTONIO INTERNATIONAL AIRPORT  
TERMINAL B CHECKED BAGGAGE SCREENING PROJECT**

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**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  
The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5**

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HSTS04-09-H-REC168

## **ARTICLE I – PARTIES**

The parties to this Other Transaction Agreement (Agreement) are the Transportation Security Administration (TSA), U.S. Department of Homeland Security (DHS), and the City of San Antonio (CITY) relating to the San Antonio International Airport (SAT or Airport). The TSA and the CITY agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

## **ARTICLE II – LEGAL AUTHORITY**

In support of the American Recovery and Reinvestment Act of 2009, Pub L. 11105, this Agreement is entered into by TSA 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 and by the CITY pursuant to Ordinance No \_\_\_\_\_.

## **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 of the TSA and the CITY with respect to the design, engineering and construction related services to provide for the new centralized medium volume in-line Checked Baggage Inspection System (CBIS) solution, with five (5) medium-volume Explosive Detection Systems (EDS) in the new Terminal B in accordance with the latest published TSA Planning Guidelines and Design Standards (PGDS). [http://www.tsa.gov/research/checked\\_baggage\\_material.shtm](http://www.tsa.gov/research/checked_baggage_material.shtm)

This Project involves modifications to be made to the Airport Terminal building infrastructure and the baggage conveyor system in order to install an in-line CBIS solution. The design and construction address changes to baggage conveyor components, mechanical, plumbing, electrical, structural, telecommunications infrastructure to provide for the installation of five Explosive Detection System (EDS) machines within the baggage screening matrix, build out of Checked Baggage Resolution Area (CBRA), remote multiplexed On Screen Resolution (OSR) Room, and EDS network equipment room as necessary, as well as the installation of hardware and software for use with an in-line checked baggage screening application.

## **ARTICLE IV – COST SHARING AND OTHER RESPONSIBILITIES**

1. Capital Costs: The estimated cost of the Project relates to the activities to be completed by the CITY to modify the airport building infrastructure and the baggage handling system (BHS) to support the installation, and operation of the EDS and Explosive Trace Detection (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 location(s). All work performed by the CITY pursuant to this Agreement shall be accomplished in accordance with the design(s) endorsed by TSA in accordance with the TSA PGDS and in accordance with the CITY's Airport Building Standards and Criteria.

2. The estimated cost of the Project for the airport terminal building modifications is \$15,983,851. TSA agrees to reimburse the CITY for ninety percent (90%) of the allowable, allocable and reasonable costs of the Project including design and construction management in addition to construction costs but not to exceed a total reimbursement of \$14,385,466. TSA reimburses ninety cents for every dollar submitted by the CITY for reimbursement of allowable, allocable and reasonable costs up to the TSA funded amount of \$14,385,466.

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 "*Reimbursable and Non-Reimbursable Costs for the Electronic Baggage Screening Program version 1.0 June 2008*," in effect upon the signing of this Agreement by both parties. 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 costs in excess of \$14,385,466, as well as any costs that are inconsistent with OMB A-87 and the guidance set forth in the *Reimbursable and Non-Reimbursable Costs for the Electronic Baggage Screening Program version 1.0 June 2008* shall be borne solely by the CITY unless otherwise agreed by the TSA in a modification in accordance with Article XIII "Changes and/or Modifications." Should the TSA contributions of \$14,385,466 represent more than ninety percent of the total final allowable and allocable, and reasonable costs the CITY will refund the TSA for the difference to achieve a ninety percent level.

4. The Project costs which TSA will reimburse is limited specifically to those costs associated with the CBIS (defined as that area from the baggage insertion point into the EDS screening matrix to the points where screened baggage is re-inserted into the baggage makeup area), the On Screen Resolution (OSR) room, the Checked Baggage Resolution Area(s) (CBRA), and the EDS network equipment room.

A. Common costs considered reimbursable under this Agreement include:

- Design Costs: The ceiling for reimbursement of design costs is limited to 10% of the initial Project cost to finalize the 100% design and a 7% Design Contingency.
- Program and Construction Management: The ceiling for reimbursement of these costs is limited to 3% of the initial Project cost.
- Construction Costs:
  - Demolition (airport infrastructure and/or related baggage handling system)
  - BHS infrastructure upgrades, platforms, catwalks located within the EDS screening matrix area
  - BHS: The BHS portion located within the EDS screening matrix area, including redesign and upgrading of conveyors to support the integration of the screening matrix
  - Conveyor redesign and upgrade within the EDS screening areas
  - Build out of the OSR Room, CBRA and EDS network equipment room
  - Acoustical treatment in the OSR and CBRA rooms
  - Heating, Ventilation, Air Conditioning (HVAC) to maintain equipment and employee environmental requirements for CBIS, OSR Room, CBRA and EDS network equipment room

- Electrical and communications infrastructure (cabling, control panels) and basic lighting fixtures for the CBIS, CBRA and OSR
- Utility and infrastructure relocation and/or replacement necessary to build out the CBIS, CBRA and OSR rooms
- Telephone systems/pager systems for TSA CBRA, and OSR only
- Basic architectural finishes
- For projects currently in design or construction, TSA will consider design and construction modifications as agreed between the TSA and CITY required to make the CBIS compliant with the TSA PGDS on a case-by-case basis.

B. Costs not considered reimbursable include (listing is not all inclusive):

- Building Shell
- The BHS portion prior to the EDS screening matrix area.
- The BHS portion exiting the EDS screening matrix areas
- 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 an authorization to exceed the TSA funding provided for the Project, unless the TSA has been notified in advance of the impact the Change Order has on the TSA funding, and TSA provides its concurrence to proceed with the Change Order. Use of contingency funds for the TSA baggage-screening Project requires TSA approval in advance of the CITY issuing the Change Order.

## **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, attached hereto and incorporated by reference into this Agreement. The Project will be overseen by the CITY.

### **A. TSA Responsibilities**

1. Review and concur with the CBIS Project design, plans, and specifications at the 30%, 70% and 100% design phases for the installation of the CBIS-based upon the recommendations and guidelines in the TSA Planning Guidelines and Design Standards for Checked Baggage Inspection Systems (PGDS) in effect at the time of execution of the Agreement.

2. Provide the TSA's PGDS, as well as the EDS equipment specification(s) as required.
3. Advise the type of EDS equipment to be provided at each submission stage of the design.
4. Coordinate and schedule delivery and installation dates of the EDS and ETD equipment with the CITY.
5. Furnish, deliver, install and test the EDS and ETD equipment.
6. Provide EDS Original Equipment Manufacturer Technical Support Advisory Services to the Airport regarding integration of the EDS units into the BHS.
7. Provide the EDS System Specific Test Plan (SSTP) to the Airport following an EDS machine commissioning, coordination and test planning meeting. See Appendix A.
8. Establish and conduct the Integrated Site Acceptance Testing (ISAT) for EDS machine screening capabilities.
9. Observe and approve ISAT results before the EDS equipment is certified as ready for operational use.
10. Provide training for Transportation Security Officer personnel on the EDS equipment.
11. Review and consider requested changes to the design and associated costs pursuant to Article XIII – Modifications and/or Changes.
12. 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 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. Ensure CBIS site preparation includes, but is not limited to, BHS modifications, environmental controls, and any other airport terminal infrastructure work required supporting the EDS and ETD operational environment. CBIS designs should be OSHA compliant, as well as, adhere to the applicable EDS and ETD installation guide specifications. CBIS designs should comply with all applicable Federal, State, and local regulations. Design provisions 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 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 Acceptance Testing, it shall be CITY's responsibility to protect and insure the EDS equipment from damage due to ongoing construction, weather, or other unforeseen circumstances. The CITY shall provide sufficient documentation (i.e. insurance bond) confirming the airport's ability to replace the EDS equipment in the event of damage that is beyond TSA's control.
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, and electrical infrastructure in support of this Project.
10. Submit monthly milestone and project progress status reports by the 10<sup>th</sup> of each month to the TSA Project Manager, TSA Contracted Site Lead, 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. In the event that EDS and ETD security screening equipment reaches the end of its life cycle, or is no longer being used for any other reason, the TSA will provide for the removal and disposition of the equipment at no cost to the Airport subject to the availability of funding. No legal liability on the part of the TSA for any payment may arise for performance under this Agreement unless and until funds are appropriated for this disposal activity. In the event funds are not available for the removal or disposal of the EDS security equipment at the end of its life cycle, the TSA will provide written notice to the CITY that the EDS and/or ETD security screening equipment will no longer be operable. Upon receiving such notice, the CITY, in its sole discretion, may 1) remove and store the equipment at a place of its choosing, 2) request that TSA transfer title to the equipment to the CITY and allow the CITY to dispose of the equipment as it deems appropriate or 3) leave the equipment in place as non functioning units to allow the BHS to continue to operate. All Sensitive Security Information must be properly handled should the CITY pursue options 1 or 2.

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 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 Airport, whether purchased with TSA or Airport funds.

The TSA's obligations to operate and maintain the EDS and ETD equipment arise pursuant to Federal law and shall survive termination of this Agreement, but be contingent upon the continued legislative mandate. The responsibilities of the TSA and the CITY relating to the ultimate disposition of the EDS equipment shall also survive termination of this Agreement.

#### **D. Deliverables**

TSA Acceptance Test Requirements deliverables are identified in Appendix A. Appendix C identifies the required deliverables to be submitted by the Airport Project Manager.

### **ARTICLE VI - EFFECTIVE DATE AND TERM**

The effective date of this Agreement for purposes of reimbursable expenses shall be the date of negotiation, May 1, 2009, and for all other purposes is the date on which it is signed by the TSA or the CITY, whichever is later. Project completion is currently estimated to be on or about November 30, 2010 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." The period of performance for this effort is established as May 31, 2011 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 twelve (12) months of completion of construction and successful TSA Acceptance Testing of the EDS system.

The CITY will establish and provide Project Milestones to the TSA that allow objective measurement of progress toward completion. Project Milestones for the major phases of the Project activities (design, planning, procurement, project execution) will be provided to the TSA within 30 days after execution of this Agreement. TSA maintains the right to identify any additional milestones to be tracked.

### **ARTICLE VII - ACCEPTANCE AND TESTING**

TSA will deem the Project complete upon successful results of the TSA EDS systems test conducted by the TSA independent acceptance testing Contractor. TSA independent acceptance testing confirms that the baggage screening system has been installed in accordance with the TSA PGDS. Successful completion requires the correction of defects identified during the EDS systems test. Ten percent (10%) of each invoice submitted will be retained for the duration of the Project until all defects identified during the system test have been corrected by the Airport and the CBIS has successfully passed the TSA EDS acceptance testing.

### **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. TSA Points of Contact:

Deployment Project Manager/Contracting Officer Technical Representative:

John Reed

Transportation Security Administration

Office of Security Technology, TSA-16

TSIF Building

1 West Post Office Road

Washington, DC 20598-6032

Phone: 571-227-1563

E-Mail: John.Reed1@dhs.gov

Contracting Officer:

Connie Thornton

Transportation Security Administration

4275 Airport Road, Suite C

Rapid City, SD 57703

Phone: 605-393-8191

E-Mail: connie.thornton@dhs.gov

Only the TSA Contracting Officer (CO) shall have the authority to bind the Federal government with respect to funding and liability. The TSA Contracting Officer Technical Representative (COTR) is responsible for the technical administration of this Agreement and technical liaison with the Airport. The TSA 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 the amount or level of funding.

The CITY or the Airport must notify the TSA CO and COTR in event that any TSA employee or contracted agent takes any action that may be interpreted by the CITY as direction which consequently increases the TSA Project costs and would cause the CITY to seek reimbursement from TSA beyond TSA's liability as stated in the Agreement.

B. CITY of San Antonio Points of Contact:

Point of Contact for all correspondence related to the OTA CBIS project:

Frank Miller, Airport Director

City of San Antonio

Aviation Department

9800 Airport Boulevard

San Antonio, TX 78216

Phone:

Email: Frank.Miller@sanantonio.gov

Copy to:  
Bob Cotton  
Construction Project Manager - Baggage Systems  
SAIA Expansion Program  
1303 North Terminal Drive #2  
San Antonio, Texas 78216  
Phone: 210-447-9626  
E-mail: bob.cotton@jacobs.com

Point of Contact for invoices related to the OTA:

Byrant Hall  
City of San Antonio  
Aviation Department  
9800 Airport Boulevard  
San Antonio, TX 78216  
Phone:  
Email: Bryant.Hall@sanantonio.gov

**ARTICLE IX - FUNDING AND LIMITATIONS**

TSA will provide funding to the CITY in an amount not to exceed \$14,385,466. Funds in the amount of \$14,385,466 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: 21-09-209REC168

Accounting Code:  
5ER09A000D2009SWE044GE013723006200622CTO-5905214530000000-251B-TSA  
DIRECT-DEF. TASK Amount: \$14,385,466.00

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.

TSA's liability to make payments to the CITY is limited to the amount of 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 the 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. Submission of a cost allocation plan is required to address any indirect costs that, 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, the Airport,

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 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 *“Reimbursable and Non-Reimbursable Costs for the Electronic Baggage Screening Program version 1.0 June 2008.”*

## **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 Airport has not incurred a reimbursable expense, an invoice is not required. Expenses are considered to accrue on the date that the Airport 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. The TSA intends to make payment to the Airport within 45 days of receipt of each properly prepared invoice for reimbursement of incurred costs.

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.” In the event the Agreement is terminated, expenses that have accrued more than thirty (30) calendar days prior to termination will be ineligible for reimbursement.

The TSA reimbursement process consists of two steps.

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

- (1) Agreement Number HSTS04-09-H-REC168
- (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 Airport’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 COTR are required to review and approve all invoices prior to payment. To aid in this review, the Airport 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 Airport is encouraged to provide this supporting information simultaneously with Step 1 in order 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.
- 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 sponsor
- Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific).
- Proof of payment by the Airport 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 address. The final closeout invoice should include proof that all required deliverables have been provided.

Connie Thornton, TSA Contracting Officer  
C/O John Gebhart  
Jacobs Engineering  
2231 Crystal Drive, Suite 300  
Arlington, VA 22202  
Phone: 571-721-1269  
Email: john.gebhart@jacobs.com

Upon completion of the review of the supporting documentation for the Summary Invoice, the TSA CO and 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.

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

## **ARTICLE XII – REQUIRED FEDERAL PROCUREMENT PROVISIONS**

The Catalog of Federal Domestic Assistance Number for this Project is 97.1117. The CITY will comply with the single Audit reports as required by the Single Audit Act Amendments of 1996 and the Office of Management Budget, A-133 “Audits of States, Local Governments, and Nonprofit Organizations.”

The CITY shall comply with the Title VI of the Civil Rights Act of 1964 relating to nondiscrimination. Additionally, Federal Acquisition Regulation Clause 52.203-11 “Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions” is incorporated herein by reference into this Agreement. Contracts awarded by the CITY as a result of this Project must comply with Federal provisions established by laws and statutes.

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.

The CITY agrees to include in its contract(s) a provision that the Airport Terminal designs are required to comply with the TSA’s Planning Guidelines and Design Standards.

### **Small Business/Disadvantaged Business Enterprise 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 to TSA to identify the extent of participation by small business and/or disadvantaged business enterprises concerns utilized in the TSA Checked Baggage Screening Project. The report is required to be submitted semiannually for the period ending March 31 and September 30. The reports are due thirty days after the close of each reporting period and to address the allocation of TSA funded dollars for the Project provided to the small business categories during the reporting period year. The report shall be reported via email directly to:

U.S. Department of Homeland Security  
 Transportation Security Administration Office of Acquisitions TSA-25  
 Office of Small and Disadvantaged Business Utilization  
 Attn: Robert Boone  
 601 S. 12<sup>th</sup> Street  
 Arlington, VA 20598-6025  
 E-mail: Robert.Boone@dhs.gov

### **American Recovery and Reinvestment Act of 2009 Provisions (ARRA) Requirements:**

Supplemental guidance will be issued as necessary based on subsequent Office of Management Budget and/or Department of Homeland Security guidance.

#### **1. Reporting and Registration Requirement under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5**

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (“Recovery Act”) and to report on use of

Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The first report is due no later than ten calendar days after the initial calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act, or by October 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded with Recovery Act funds. A Data Universal Numbering System (DUNS) Number is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov), unless the information is pre-populated.

## 2. Required Use of American Iron, Steel, and Manufactured Goods - Section 1605 of the American Recovery and Reinvestment Act of 2009 (Post Award):

(a) *Definitions.* As used in this award term and condition—

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; and State and local governments). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this term and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

For a listing of excepted materials refer to Appendix D to be attached hereto and incorporated by reference into this Agreement Also see Appendix D which identifies the Department of

Homeland Security Notice of waiver of Section 1605 (Buy American Requirement) of the American Recovery and Reinvestment Act of 2009.

*[Award official to list applicable excepted materials or indicate "none"]*

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

*(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data*. To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit of Measure	Quantity	Cost (Dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site.]

3. Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009

a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

#### 4. Whistleblower Protection

Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the DHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553). The DHS Office of Inspector General can be reached at <http://www.dhs.gov/xoig/>

#### 5. DUNS/CCR

Recipients and first tier sub-recipients must obtain a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR). The applicant's DUNS number must be validated by Dun and Bradstreet and receive a Confidence Code of 7 or above.

#### 6. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office

## 7. Access to Contractor Records

Inspectors General, the Accountability and Transparency Board, and the Government Accountability Office are granted authority to examine any records of the recipient and interview any officer or employee of the contractor, grantee, sub grantee, or agency regarding ARRA transactions as required by ARRA Sections 902, 1514 and 1515.

## 8. Anti-discrimination and Equal Opportunity Provisions

All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance shall apply here. Recipient shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. Generally applicable civil rights laws also continue to apply, including (but not limited to) the Fair Housing Act, the Fair Credit Reporting Act, the Americans With Disabilities Act Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

## 9. Compliance with the National Energy Conservation Policy and Energy Policy Acts

Project award funds must comply with the following two requirements:

- None of the funds made available shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
- None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

## 10. Environmental Planning and Historic Preservation Compliance

TSA is required to consider the potential impacts to the human and natural environment of projects proposed for TSA funding. TSA, through its Environmental Planning and Historic Preservation (EP&HP) Program, engages in a review process to ensure that TSA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations.

The recipient shall provide any information requested by TSA to ensure compliance with applicable Federal EP&HP requirements. Any project with the potential to impact EP&HP

resources cannot be initiated until TSA has completed its review. Recipient may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives.

For certain types of projects, TSA may be required to consult with other Federal and State agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other agencies and organizations responsible for protecting natural and cultural resources. For projects with the potential to have significant adverse effects on the environment and/or historic properties, TSA's EP&HP review and consultation may result in a substantive agreement between the involved parties outlining how the recipient will avoid the effects, minimize the effects, or, if necessary, compensate for the effects.

Because of the potential for significant adverse effects to EP&HP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period. Recipients are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EP&HP review that are necessary to address potential adverse impacts. Recipients may use these funds toward the costs of preparing such documents and/or implementing treatment or mitigation measures. Failure of the recipient to meet Federal, State, and local EP&HP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of TSA's EP&HP review may jeopardize continued Federal funding.

Recipient shall not undertake any portion of the proposed project having the potential to impact EP&HP resources without the prior approval of TSA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EP&HP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EP&HP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify TSA and the appropriate State Historic Preservation Office.

#### 11. Ensuring Transparency of Registered Lobbyist Communications

An executive department or agency official shall not consider the view of a lobbyist registered under the Lobbying Disclosure Act of 1995, 2 U.S.C. 1601 concerning particular projects, applications, or applicants for funding under the Recovery Act unless such views are in writing. See Whitehouse Memorandum dated March 20, 2009 for additional guidance.

## 12. Section 1511 Certifications

With respect to covered funds made available to State or local governments for infrastructure investments, the Governor, mayor, or other chief executive, as appropriate, shall certify that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Such certification shall include a description of the investment, the estimated total cost, and the amount of covered funds to be used, and shall be posted on a website (State or City public website as applicable) and linked to the website established by section 1526 of the American Recovery and Reinvestment Act of 2009. A State or local agency may not receive infrastructure investment funding from funds made available in this Act unless this certification is made and posted. Attachment 1 provides the Section 1511 Certification required to be executed.

The 1511 Certification must be signed and posted in order for TSA to execute the Agreement. The original signature 1511 Certification must be provided to the TSA Contracting Officer for inclusion in the official Agreement file.

## **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 CITY. Any modification 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. 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 TSA obligations that might require payment.

## **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.

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 to the extent permitted by law.

### **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.

### **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 members 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

The CITY shall not 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.

**ARTICLE XVIII - SURVIVAL OF PROVISIONS**

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2009.

**U. S. Department of Homeland Security  
Transportation Security Administration**

**The City of San Antonio**

\_\_\_\_\_  
Connie Thornton  
TSA Contracting Officer

By: \_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Attorney

**Copy to:  
Office of Security Technology  
Federal Security Director**

*Attachment 1*

*Airport Sponsor Certification*

Pursuant to Title XV, Subtitle A, section 1511 of the American Recovery and Reinvestment Act (Pub. L. 111-5 (Feb. 17, 2009) (“ARRA”), I \_\_\_\_\_\*, hereby certify that the infrastructure investment funded by ARRA in the amount of \$14,385,466 has received the full review and vetting required by law and that I accept responsibility that such investment is an appropriate use of taxpayer dollars. I further certify that the specific information required by section 1511 concerning this investment to address the construction of a Checked Inline Baggage Screening systems for Terminal B at the San Antonio International Airport is enclosed or is posted on the (City or Airport Authority’s named website) website, available to the public at [http:// . . . (insert link) . . . ] and linked to Recovery.gov.

I understand that the (City) (Airport Authority) making application for ARRA funding may not receive ARRA infrastructure investment funding unless this certification is made and posted.

*\* In accordance with section 1511 of ARRA, the Certifying Official may be either the Governor, mayor, or other chief executive, as appropriate.*

(SEAL)

\_\_\_\_\_  
*(Name of [City][Airport Authority])*

\_\_\_\_\_  
*(Signature of [City’s] [Airport Authority’s] Designated Official Representative – May be Governor, Mayor, or Other Chief Executive)*

**By:** \_\_\_\_\_  
*(Typed Name of [City’s] [Airport Authority’s] Designated Official Representative)*

Attest:

**Title:** \_\_\_\_\_  
*(Typed Title of [City’s] [Airport Authority’s] Designated Official Representative)*

**CERTIFICATE OF [CITY’S] [AIRPORT AUTHORITY’S] ATTORNEY**

I \_\_\_\_\_, acting as Attorney for the [City] [Airport Authority] do hereby certify:

That in my opinion the [City] [Airport Authority] is empowered to certify to the above representations under the laws of the State of \_\_\_\_\_. Further, I have examined representations and documentation as attached and [City’s] [Airport Authority’s] official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State.

Dated at this \_\_\_\_ day of \_\_\_\_\_ 200\_\_.

**By:** \_\_\_\_\_  
(Signature of [City’s] [Airport Authority’s] Attorney)

**Other Transaction Agreement  
Between  
Transportation Security Administration (TSA) and  
The City of San Antonio for the  
Checked Baggage Inspection System  
New Airport Terminal B  
Appendix A – TSA Acceptance Testing Requirements**

**Scope:** TSA support for the Checked Baggage Inspection System (CBIS) solution for the Airport's In-line Baggage Screening System will encompass design and modification of existing Baggage Handling Systems to support a matrix of EDS machines. TSA will further support this project with the installation, start-up and commissioning, integration and testing of EDS machines and relevant ancillary equipment.

**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**

The design, engineering and/or construction-related services to install the TSA Checked Baggage Inspection System (CBIS) solution at the new Airport Terminal B.

### **1.2 INSTALLATION SUPPORT**

#### **1.2.1 Project Management**

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, and TSA Acceptance Test Lead.

- The identified TSA Site Lead should be included in all relevant planning/project meetings relevant to TSA contributions to the Project. Project schedules and updates should be provided to the TSA Site Lead to ensure TSA has timely and sufficient notice of deliverable dates.
- The EDS OEM shall provide technical consultations to the TSA Project Manager and Airport Project Manager 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 EDS units and their integration with the BHS and will develop relevant test plans and reports that will be shared with the Airport Project Manager.
- Support for the development and execution of the OTA 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 Deployment Team.
- Local TSA personnel shall support coordination of issues between TSA HQ and the Project Manger as directed by the Federal Security Director (FSD).

<b>Title</b>	<b>Name</b>	<b>Contact Information</b>
TSA Deployment Lead	John Reed	John.Reed1@dhs.gov 571-227-1563
TSA Test Lead	Amy Becke	Amy.becke@dhs.gov 571-227-1261
TSA Office of Acquisition	Connie Thornton	Connie.Thornton@dhs.gov 605-393-8191
TSA FSD Point of Contact	Don Miano	Don.Miano@dhs.gov 210-832-5332
TSA Contracted Site Lead	TBD	Email Telephone
Airport Point of Contact	Bob Cotton	Bob.Cotton@jacobs.com 210-488-6280

### **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 Project Manager/TSA Site Lead, TSA Acceptance Test Lead, and the Airport Project Manager's contractors 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 affirmed through a Test Readiness Report (TRR); and Integrated Site Acceptance Testing (ISAT) prior to TSA acceptance of the system for operational use. See table below for minimum lead time requirements for testing activities.

<b>Lead Times for ISAT (Days Prior to projected test date)</b>	<b>Activity</b>	<b>Responsible Parties</b>
Site Initiation	Site Planning Checklist delivered to the Airport Project Sponsor to complete to support ISAT Site Specific Test Plan (SSTP) development.	TSA Deployment Lead, TSA Site Lead
≥100 days	<p>Completed Site Planning Checklist and other required site documentation received by TSA Acceptance Test Contractor from Site Lead, to include</p> <ul style="list-style-type: none"> <li>• BHS Specifications</li> <li>• Controls Description and/or Description of Operation (if both exist then provide both)</li> <li>• Fail-safe and/or E-Stop Zone Drawings</li> <li>• BHS Drawings, Plan View(s) (with control stations and conveyor numbering) and Elevation View(s)</li> <li>• Available CBIS Daily Reports shall be provided during ISAT testing and throughout the Run-In period. These reports should meet the requirements described in PGDS Appendix D1 of the PGDS.</li> <li>• Conveyor Motor Manifest</li> </ul> <p>It may be necessary to supplement the above material with additional documentation, such as:</p> <ul style="list-style-type: none"> <li>• Installation Phasing Plan Narrative and Phasing Plan Drawings</li> <li>• Construction and Testing Schedule(s)</li> <li>• Sample CBIS Report that presents the status of bag arrivals at CBRA. Ideally, a break-out of all possible statuses presented for bag arrivals at CBRA will be provided in this report.</li> </ul>	Airport Project Team, TSA Site Lead
≥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 Project Team, and initiate	Airport Project Team, TSA Deployment, TSA Site Lead, TSA Acceptance Test Contractor

	the SIDA badge application process, if required. TSA Site Lead coordinates schedule with Project Team and TSA's Acceptance Test Contractor.	
90 to 60 days	SSTP is developed by the TSA Acceptance Test Contractor and a draft is submitted to TSA OST.	TSA Acceptance Test Contractor
60 to 45 days	TSA submits feedback for the draft SSTP to TSA Acceptance Test contractor.	TSA Deployment Lead
≥45 days	SSTP is revised, based on TSA OST feedback, and is delivered to the Project Team	TSA Site Lead, TSA Acceptance Test Contractor, Airport Project Team
45 to 30 days	SSTP is revised, based on Project Team review, and final version is submitted to TSA OST and Project Team.	TSA Acceptance Testing Contractor
≥30 days	Test coordination meeting between TSA Site Lead, TSA Acceptance Test Contractor, and Airport Project team to review the final SSTP, coordinate logistics & manpower, and to review the TRR process and specific tests to be performed. <u>Any requests for deviation from the SSTP testing requirements must be delivered in writing to the TSA prior to this meeting for review and response.</u> This is last chance for Project Team 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 Deployment, if applicable.	Airport Project Team, TSA Deployment, TSA Site Lead, TSA Acceptance Test Contractor
Typically 14 days to 1 day	TSA Acceptance Test contractor will ship test articles. Airport Project Team receives test articles and stores as appropriate.	Airport Project Team, TSA Acceptance Test Contractor
≥11 business days	Project Team delivers internal pre-ISAT test results to Site and TRR readiness confirmation letter to the TSA Deployment Contractor's Commissioning Lead. Upon successful review, the TSA Site/TRR Lead is deployed to the site within 7 days.	Airport Project Team, TSA Site Lead
≥7 business days	TSA Site Lead performs the TRR.	Airport Project Team, TSA Site Lead

≥3 business days	When notice of successful TRR is provided no later than COB Wednesday (5:00 p.m. EST), ISAT deployment will occur the following Monday. If delivered any time Thursday through Sunday, test team deployment will occur on the second Monday.	Airport Project Team, TSA Site Lead, TSA Acceptance Test Contractor
2 business days	TSA Acceptance Test Contractor travel day (normally Monday)	TSA Acceptance Testing 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 Project Team, TSA Acceptance Test Contractor
Test start	Normally Tuesday or Wednesday. TSA Acceptance Test Contractor will accept PLC code from TSA Site Lead or Airport Project Team 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 Project Team, TSA Acceptance Testing Contractor, TSA Site Lead
≤1 business day after ISAT data analysis is complete	QLR is submitted by the TSA Acceptance Test Contractor to TSA.	TSA Acceptance Test Contractor, TSA Deployment Lead
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 Project Team at one-week intervals, as previously coordinated.	Airport Project Team, TSA Acceptance Test Contractor, TSA Deployment Lead
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 Project Team.	Airport Project Team, 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 or Airport Project Team. The TSA Acceptance Test contractor will also collect BHS conveyor details for specific sections of the CBIS.	Airport Project Team, TSA Acceptance Test Contractor, TSA Site Lead
3 to 5 business days following	TSR, if required, is submitted by the TSA Acceptance Test Contractor to TSA.	TSA Acceptance Test Contractor,

completion of 30 days of run-in, data analysis, and on-site observations		TSA Deployment Lead
≤20 business days from conclusion of 30 days of run-in, data analysis, and on-site observations	SSTR is submitted by the TSA Acceptance Test Contractor to TSA.	TSA Acceptance Test Contractor, TSA Deployment Lead

**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/OST designated government witness (normally the TSA Acceptance Test Contractor.) 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 supplied EDS units cannot meet SAT test requirements, TSA will ensure that any 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-2. The SSTP will be based on the Airport Project Manager 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 Project Manager 30 days in advance of projected ISAT start-up. This is preceded by reviews of the draft SSTP by TSA OST 60-45 days prior to testing and by the Airport Project Team 45-30 days prior to testing. The TSA Site Lead and Acceptance Test Lead shall participate in a Test Coordination meeting no less than 30 business days prior to the projected ISAT start up to ensure that all Airport Project Team 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 prior to this test coordination meeting for review and response. This is last chance for Airport Project Team 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 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 Project Manager 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, Volume 1 published October, 2007;
- Meets Waivered Criteria – System meets PGDS requirements and TSA deployment waived criteria.
- Defects Found – TSA may staff the system but further work is needed to correct defects;
- Fail – TSA will not staff the system; Airport 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 Project Manager's BHS 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 Site Specific Test Plan (SSTP) for 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 Project Manager.

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

### **2.0 DESIGN**

The Airport Project Manager will undertake design of a baggage screening system in accordance with the TSA PGDS which meets the needs of the Airport and TSA FSD. The Airport Project Manager shall submit designs at 30%, 70% and 100% intervals to TSA for review. The Airport Project Manager shall respond to TSA design review comments promptly and in writing.

### **2.1 EDS PLACEMENT**

The Airport Project Manager shall ensure that the Project site will be ready to accommodate the installation of the EDS and associated equipment. The Airport Project Manager shall be responsible for providing all rigging and rigging oversight activities, and shall provide adequate protection to the EDS machines and to the airport infrastructure during any and all EDS movements. The Airport Project Manager shall coordinate with the EDS OEM to integrate all activities regarding placement of EDS equipment. The Airport Project Manager 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 Project Manager shall confirm site readiness to receive EDS units to the TSA Site Lead 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 Project Manager shall provide secure storage for the EDS units and ancillary equipment if site conditions at the time of delivery do not provide adequate protection. The Airport Project Manager 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 Project Manager will be responsible for providing rigging path verification, ingress path, and/or structural analysis. If required, the Project Manager 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 Project Manager will provide terminations to the EDS for electrical power. The Airport Project Manager will be responsible for providing all infrastructure power requirements including separate metering. If applicable, the Project Manager will design and install all power requirements to terminal locations within the OSR room, ETD room, and at EDS locations. The Airport Project Manager will provide cabling from terminations to EDS equipment. The Airport Project Manager 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 Project Manager 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 Project Manager 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 BHS contractor.

## **2.4 NETWORKING**

### **2.4.1. Network Infrastructure**

The Airport Project Manager 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 the remote OSR Room, ETD/Resolution area, and Central baggage Control Room as required. Exact parameters will be reviewed at Project start-up by TSA.

The Airport Project Manager will provide cabling and network patch panels in TSA control rooms, ETD search areas, and the TSA network room as determined by the network design conducted in conjunction with the Airport Project Manager. 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 Project Manager 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 Project Manager 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 unless previously agreed to.

### **2.5.1 Site Specific Test Plan (SSTP)**

The Airport Project Manager shall ensure that information needed to develop an accurate SSTP is provided to TSA Acceptance Test 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 (with control stations and conveyor numbering) and Elevation Views
- Available CBIS Daily Reports shall be provided during ISAT testing and throughout the Run-In period. These reports should meet the requirements described in the PGDS Appendix D1.
- Conveyor Motor Manifest

It may be necessary to supplement the above material with additional documentation, such as:

- Installation Phasing Plan Narrative and Phasing Plan Drawings
- Construction and Testing Schedule
- Sample CBIS Report that presents the status for bag arrivals at CBRA. Ideally, a break-out of all possible statuses presented for bag arrivals at CBRA will be provided in this report.

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 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 TSA in writing for review and approval in advance of the projected test start date.

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

### **2.5.2. Test Readiness Report (TRR)**

This pre-ISAT activity is conducted by TSA Site Lead in coordination with the Airport Project Team (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 Lead to deploy. The Airport Project Manager Team will be provided TRR data sheets by the TSA Site Lead. 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 Project Manager Team 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 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. Sample ledger forms will be provided in the SSTP.

- 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 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.

ISAT: The TSA Site Lead performs the TRR. If successful, a Test Readiness Notice is issued to TSA 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 Project Manager 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, 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 baggage handling support for testing activities; and
- availability of support for delivery and secure storage of TSA Acceptance Test Contractor test bags for ISAT (100 bags per EDS.)

**2.5.4. ISAT Testing:** The TSA Acceptance Test Contractor will meet with the Airport Project Manager Team at least 30 days prior to testing to coordinate the conduct of ISAT testing. The TSA Acceptance Test Lead and the Airport Project Manager Team will finalize details relating to the scheduling and duration of the testing. (Generally allow 1.5 days per EDS line and 1.5 days per each system Sort Testing and Rate Testing.)

#### **2.5.5. Test Results and Reports**

In the event of a Defects Found or Failed result during TRR or ISAT testing, the Airport Project Manager Team shall report corrective actions to be applied and the timeline associated with said corrections. If constructed system fails testing, TSA will work with the Airport Project Manager Team to identify corrective solutions. 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. 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 authority or their authorized representatives shall forward electronic versions of all CBIS Daily Reports required by Appendix D1.23 of the PGDS. These reports will be supplied to TSA and their deployment and testing contractors. Additionally, a CBIS report that presents the status for bag arrivals at CBRA should be provided in support of Run-In period data collection, as was made available during ISAT testing. Statuses to be reported include at a minimum: Total Bags, Suspect, Clear, Unknown, No Decision/Pending Decision, Lost in Tracking, Oversize, and Out-of-Gauge Bags. Ideally, a break-out of all possible statuses presented for bag arrivals at CBRA will be provided in this report.

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 will conduct 30-day operational run-in observations of the system following successful ISAT testing.

The Airport Project Manager shall provide a written response outlining corrective actions that will be taken due to outstanding deficiencies, issues, and action items identified in the Test Report within three (3) months.

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 following 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 Office of Security Technology 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
- Proposed date of changes

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 package to TSA Office of Security Technology at the following address:

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

The TSA Office of Security Technology 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/Airline with the TSA recommendation and testing requirements for the system changes.

APPENDIX B, Project Cost, Milestones and Schedule

<b>AIRPORT IDENTIFIER:</b>		<b>SAT</b>	
<b>AIRPORT NAME:</b>		San Antonio International Airport - Terminal B	
<b>ESTIMATED PROJECT COMPLETION DATE:</b>		Nov-10	
			<b>TOTAL ESTIMATE</b>
<b>HARD COSTS</b>			
<b>BAGGAGE HANDLING SYSTEM/CHECKED BAGGAGE INSPECTION SYSTEM COSTS</b>			
Div. 34 Transportation, includes items below			
Project Management		\$	733,163
Labor		\$	3,351,600
Equipment		\$	4,047,289
Materials		\$	128,000
Engineering		\$	1,801,485
Controls		\$	-
Testing		\$	513,214
<b>a. Subtotal BHS (Rounded)</b>		\$	<b>10,574,751</b>
<b>OTHER CONSTRUCTION RELATED COSTS</b>			
Div. 1 General Requirements		\$	245,689
Div. 2 Existing Conditions		\$	-
Div. 3 Concrete		\$	-
Div. 4 Masonry		\$	245,024
Div. 5 Metals		\$	-
Div. 6 Woods and Plastics, and Composites		\$	-
Div. 7 Thermal and Moisture Protection		\$	-
Div. 8 Openings		\$	9,573
Div. 9 Finishes		\$	72,128
Div. 10 Specialties		\$	-
Div. 11 Equipment		\$	-
Div. 12 Furnishings		\$	-
Div. 13 Special Construction		\$	-
Div. 14 Conveying Systems		\$	-
Div. 21 Fire Suppression		\$	50,838
Div. 22 Plumbing		\$	10,159
Div. 23 Heating Ventilation, and Air Conditioning		\$	406,683
Div. 25 Integrated Automation		\$	-
Div. 26 Electrical		\$	439,373
Div. 27 Communications		\$	41,643
Div. 28 Electronic Safety and Security		\$	148,781
Div. 31 Earthwork		\$	-
Div. 32 Exterior Improvements		\$	-
Div. 33 Utilities		\$	-
Div. 34 Transportation w/o BHS		\$	-
Div. 35 Waterway and Marine Construction		\$	-
Div. 40 Process Integration		\$	-
Div. 41 Material Processing and Handling Equipment		\$	-
Div. 42 Process Heating, Cooling and Drying Equipment		\$	-
Div. 43 Process Gas & Liquid Handling, Purification & Storage		\$	-
Div. 45 Industry Specific Manufacturing Equipment		\$	-
Div. 44 Pollution Control Equipment		\$	-
Div. 45 Industry Specific Manufacturing Equipment		\$	-
Div. 48 Electrical Power Generation		\$	-
Insurance and Bond Allowance		\$	194,153
<b>b. Subtotal Other Construction Costs (Rounded)</b>		\$	<b>1,864,044</b>
<b>Hard Costs Subtotal (a + b)</b>		\$	<b>12,438,795</b>
<b>SOFT COSTS</b>			
Design (To Finalize 100% design)	10.00%	\$	1,243,879
Design Contingency	7.00%	\$	870,716
Construction Contingency	5.00%	\$	621,940
Program & Construction Mangement	3.00%	\$	373,164
Escalation To Midpoint of Construction	3.50%	\$	435,358
<b>Soft Costs Subtotal</b>		\$	<b>3,545,056</b>
<b>Total Estimated Costs (Rounded)</b>		\$	<b>15,983,851</b>
<b>90% Cost Share Ratio (Rounded)</b>		\$	<b>14,385,466</b>

Activity ID	Activity Name	Original Duration	Scale %	Start	Finish	Total Float	Activity Count	2009	2010	2011
<b>TERMINAL B - TB10: UPDATE 03/31/2009</b>										
<b>GENERAL CONDITIONS</b>										
NON-FLOOR SPECIFIC										
GC0199003	NOTICE TO PROCEED - BAGGAGE HANDLING SYSTEMS	0	0%	01-May-09	01-May-09	0	1			
No FLOOR		10	0%	31-Aug-09	11-Sep-09	0	2			
GC1800002	AREA-F: TEMPORARY SYSTEM COMPLETE	0	0%	31-Aug-09		0	1			
GC1800006	AIRLINES MOVE INTO TEMPORARY SYSTEM	10	0%	31-Aug-09	11-Sep-09	0	1			
<b>PROCUREMENT</b>										
NON-FLOOR SPECIFIC										
PR1499001	PROCURE BHS SUBCONTRACTOR	5	0%	01-May-09	07-May-09	0	1			
<b>MOBILIZATION</b>										
NON-FLOOR SPECIFIC										
MO1499601	MOBILIZE BAG HANDLING SUBCONTRACTOR	5	0%	08-May-09	14-May-09	0	1			
<b>SUBMITTAL</b>										
NON-FLOOR SPECIFIC										
SU1499507	BHS, 30% TSA DOCUMENTS	0	0%	01-Apr-09	27-Jul-09	-12	1			
SU1499503	BHS, CATALOG CUT SHEETS MECHANICAL	15	0%	15-May-09	05-Jun-09	0	1			
SU1499502	TB-C32, MECHANICAL INSTALLATION DRAWINGS	20	0%	08-Jun-09	06-Jul-09	0	1			
SU1499550	TB-SM1, MECHANICAL INSTALLATION DRAWINGS	15	0%	07-Jul-09	27-Jul-09	0	1			
<b>APPROVAL</b>										
NON-FLOOR SPECIFIC										
AP1499550	TB-SM1, MECHANICAL INSTALLATION DRAWINGS	8	0%	28-Jul-09	06-Aug-09	0	1			
<b>FABRICATION</b>										
No FLOOR										
FB1499219	TB-SM1, FABRICATE CONVEYOR	30	0%	07-Aug-09	18-Sep-09	0	1			
<b>DELIVERY</b>										
No FLOOR										
DL1401521	TB-SM1, DELIVER CONVEYOR	5	0%	21-Sep-09	25-Sep-09	0	1			
<b>AREA B</b>										
LEVEL 1 - ARRIVALS										
BB1401702	AREA-B FL-1: BHS, INSTALL HEADER STEEL FOR SM1	15	0%	28-Sep-09	16-Oct-09	0	1			
<b>AREA C</b>										
LEVEL 1 - ARRIVALS										
BB1401702	AREA-B FL-1: BHS, INSTALL HEADER STEEL FOR SM1	15	0%	28-Sep-09	16-Oct-09	0	1			

Actual Work     
  Critical Remaining Work  
 Remaining Work     
 ◆ Milestone

Activity ID	Activity Name	Original Duration	Schedule %	Start	Finish	Total Float	Activity Count	2009	2010	2011
<b>LEVEL 1 - ARRIVALS</b>										
CC14017025	AREA-C FL-1: BHS, INSTALL HEADER STEEL FOR SMI	15	0%	28-Sep-09	18-Oct-09	0	1			
<b>AREA F - TERMINAL 1 INLINE</b>										
<b>LEVEL 1 - ARRIVALS</b>										
FF14017000	TERMINAL B/TERMINAL 1 - COMMISSION BHS SYSTEMS	80	0%	02-Jun-10	23-Sep-10	0	1			
<b>No FLOOR</b>										
FR02010000	LAYOUT TEMPORARY FENCE	2	0%	30-Jul-09	31-Jul-09	0	1			
FR01010000	START T1 BUILDING DEMO	0	0%	30-Jul-09*		0	1			
FR02010010	INSTALL TEMPORARY FENCE	5	0%	03-Aug-09	07-Aug-09	0	1			
FF15010000	AREA-F: CUT AND CAP SPRINKLER SYSTEM	2	0%	10-Aug-09	11-Aug-09	0	1			
FF15010005	AREA-F: CUT AND CAP MECHANICAL	2	0%	12-Aug-09	13-Aug-09	0	1			
FF15010010	AREA-F: DEMO SPRINKLER	5	0%	14-Aug-09	20-Aug-09	0	1			
FF15010015	AREA-F: DEMO MECHANICAL	5	0%	21-Aug-09	27-Aug-09	0	1			
FF16011005	AREA-F: DEMO ELECTRICAL	3	0%	28-Aug-09	01-Sep-09	0	1			
FR02001020	AREA-F: DEMO PAVEMENT/SURFACE MATERIALS	4	0%	02-Sep-09	07-Sep-09	0	1			
FR02001000	AREA-F: EXCAVATE	3	0%	08-Sep-09	10-Sep-09	0	1			
FR02001010	AREA-F: FINE GRADE	2	0%	11-Sep-09	14-Sep-09	0	1			
FR03001025	AREA-F: TIE REBAR CAGES FOR PIERS	3	0%	11-Sep-09	15-Sep-09	0	1			
FR03001028	AREA-F: INSTALL PIERS	5	0%	16-Sep-09	23-Sep-09	0	1			
FR02001035	AREA-F: RESTORE GRADE	2	0%	23-Sep-09	24-Sep-09	0	1			
FR03001000	AREA-F: GRADE BEAM - FORM SIDE 1	2	0%	25-Sep-09	28-Sep-09	0	1			
FR03001010	AREA-F: GRADE BEAM - FORM SIDE 2	2	0%	29-Sep-09	30-Sep-09	0	1			
FR03001020	AREA-F: GRADE BEAM - INSTALL REBAR	3	0%	01-Oct-09	05-Oct-09	0	1			
FR03001030	AREA-F: GRADE BEAM - POUR CONCRETE	1	0%	06-Oct-09	06-Oct-09	0	1			
FR03001040	AREA-F: GRADE BEAM - STRIP FORMS	1	0%	07-Oct-09	07-Oct-09	0	1			
FR03001050	AREA-F: INSTALL FILL FOR SOG	3	0%	08-Oct-09	12-Oct-09	0	1			
FR03001060	AREA-F: INSTALL FORMS	3	0%	13-Oct-09	15-Oct-09	0	1			
FR03001070	AREA-F: INSTALL REBAR	3	0%	16-Oct-09	20-Oct-09	0	1			
FR03001080	AREA-F: PLACE CONCRETE	1	0%	21-Oct-09	21-Oct-09	0	1			
FR03001090	AREA-F: CURE CONCRETE	7	0%	22-Oct-09	30-Oct-09	0	1			
FR03001110	AREA-F: INSTALL STEEL COLUMNS	10	0%	02-Nov-09	13-Nov-09	0	1			
FR0013040	AREA-F: LAYOUT SS/DRILL ANCHORS	1	0%	16-Nov-09	16-Nov-09	0	1			
FR0013045	AREA-F: ERECT STRUCTURAL STEEL	5	0%	17-Nov-09	23-Nov-09	0	1			
FR0013050	AREA-F: SET JOISTS	5	0%	24-Nov-09	30-Nov-09	0	1			

Actual Work    
  Critical Remaining Work  
 Remaining Work    
 ◆ Milestone

Activity ID	Activity Name	Original Duration	edule % value	Start	Finish	Total Float	Activity Count	2009	2010	2011
FF0013055	AREA-F: DETAIL STEEL	3	0%	01-Dec-09	03-Dec-09	0	1			
FF0013025	AREA-F: INSTALL STAIR LANDING	2	0%	04-Dec-09	07-Dec-09	0	1			
FF0013030	AREA-F: INSTALL STAIR RISER	2	0%	08-Dec-09	09-Dec-09	0	1			
FF0013000	AREA-F: INSTALL METAL DECK	5	0%	10-Dec-09	16-Dec-09	0	1			
FF0013125	MILESTONE: METAL DECK COMPLETE	0	0%		16-Dec-...	0	1			
FF14017005	T1 INLINE BHS, INSTALL HEADER STEEL XTC1	8	0%	17-Dec-09	30-Dec-09	0	1			
FF14017015	T1 INLINE BHS, MECH XTC1-07/19	10	0%	31-Dec-09	14-Jan-10	0	1			
FF14017040	T1 INLINE BHS, MECH TC1-09/19	8	0%	15-Jan-10	28-Jan-10	0	1			
FF14017175	T1 INLINE BHS, MECH SS5-01/12	10	0%	27-Jan-10	06-Feb-10	0	1			
FF14017130	T1 INLINE BHS, MECH SS1-01/12	8	0%	10-Feb-10	18-Feb-10	0	1			
FF14017140	T1 INLINE BHS, MECH SS2-01/12	8	0%	23-Feb-10	03-Mar-10	0	1			
FF14017155	T1 INLINE BHS, MECH SS3-01/12	8	0%	04-Mar-10	15-Mar-10	0	1			
FF14017165	T1 INLINE BHS, MECH SS4-01/12	8	0%	16-Mar-10	25-Mar-10	0	1			
FF14017220	T1 INLINE BHS, MECH SS4-VSU	3	0%	26-Mar-10	30-Mar-10	0	1			
FF14017310	T1 INLINE BHS, MECH AL1	5	0%	31-Mar-10	05-Apr-10	0	1			
FF14017320	T1 INLINE BHS, MECH AL2	5	0%	07-Apr-10	13-Apr-10	0	1			
FF14017330	T1 INLINE BHS, MECH AL3	3	0%	14-Apr-10	16-Apr-10	0	1			
FF14017340	T1 INLINE BHS, MECH AL4	3	0%	19-Apr-10	21-Apr-10	0	1			
FF14017350	T1 INLINE BHS, MECH AL5	3	0%	22-Apr-10	26-Apr-10	0	1			
FF14017245	T1 INLINE BHS, MECH CL1	5	0%	27-Apr-10	03-May-...	0	1			
FF14017255	T1 INLINE BHS, MECH CL2	5	0%	04-May-10	10-May-...	0	1			
FF14017265	T1 INLINE BHS, MECH CL3	3	0%	11-May-10	13-May-...	0	1			
FF14017275	T1 INLINE BHS, MECH CL4	3	0%	14-May-10	18-May-...	0	1			
FF14017285	T1 INLINE BHS, MECH CL5	3	0%	19-May-10	21-May-...	0	1			
FF14017290	T1 INLINE BHS, ELECT CL5	3	0%	24-May-10	27-May-...	0	1			
FF14017570	T1 INLINE BHS, TEST CL5	3	0%	28-May-10	01-Jun-10	0	1			
FF14017600	COMPLETE T1 INLINE/TERMINAL B INSTALL	0	0%		01-Jun-10	0	1			
FF14017098	T1 INLINE TIE IN BHS, MOBILIZE	10	0%	04-Oct-10	15-Oct-10	-3	1			
FF02001060	AREA-F: DEMO DELTA FRONTIER MAKE-UP	10	0%	16-Oct-10	29-Oct-10	-3	1			
FF14017047	T1 INLINE BHS, MECH TC1-04/05	3	0%	01-Nov-10	03-Nov-10	-3	1			
FF14017095	T1 INLINE TIE IN BHS, MECH TC5-04/07	3	0%	04-Nov-10	08-Nov-10	-3	1			
FF14017100	T1 INLINE TIE IN BHS, ELECT TC5-04/07	3	0%	09-Nov-10	11-Nov-10	-3	1			
FF14017125	T1 INLINE TIE IN BHS, ELECT PDP TC5-TC7	3	0%	12-Nov-10	16-Nov-10	-3	1			
FF14017425	T1 INLINE TIE IN BHS, ELECT MU2 CONVEYOR	9	0%	17-Nov-10	01-Dec-10	-3	1			
FF14018340	T1 INLINE TIE IN BHS, ELECT MU2 MCP	9	0%	02-Dec-10	14-Dec-10	-3	1			

Actual Work
  Critical Remaining Work
  Remaining Work
  Milestone

Activity ID	Activity Name	Original Duration	Update to Date	Start	Finish	Total Float	Activity Count	2009	2010	2011
FF14018350	T1 INLINE TIE IN BHS, TEST MJK2 MCP	3	0%	15-Dec-10	17-Dec-10	-3	1			
FF14017750	T1 INLINE TIE IN BHS, RATE TEST	5	0%	20-Dec-10	29-Dec-10	-3	1			
FF18992000	MILESTONE: T1 INLINE TIE IN BHS, COMPLETE WORK	0	0%		28-Dec-10	-3	1			
FF18992005	T1 INLINE TIE IN BHS, ISSUE CONTRACTORS COMPLETION LIST	5	0%	29-Dec-10	05-Jan-11	-3	1			
FF18992010	T1 INLINE TIE IN BHS, APPLY FOR SUBSTANTIAL COMPLETION	3	0%	06-Jan-11	10-Jan-11	-3	1			
FF18992015	T1 INLINE TIE IN BHS, OWNERS PUNCHLIST	5	0%	11-Jan-11	17-Jan-11	-3	1			
FF18992020	T1 INLINE TIE IN BHS, OWNER ISSUE SUBSTANTIAL COMPLETI..	3	0%	18-Jan-11	20-Jan-11	-3	1			
FF18992025	T1 INLINE TIE IN BHS, SUBSTANTIAL COMPLETION	0	0%		20-Jan-11	-3	1			
FF18992030	T1 INLINE TIE IN BHS, FINAL COMPLETION	5	0%	21-Jan-11	27-Jan-11	0	1			



APPENDIX C  
SCHEDULE OF DELIVERABLES

The following deliverables are required to be submitted by the City or Airport Project Manager:

Item	Submitted To:	Frequency or Due Date
Design: Alternative Analysis 100%	TSA Project Manager	Per the approved schedule.
Resource Loaded Master Schedule and Cost Estimate to include Project Milestones (Design and Construction)	TSA Project Manager TSA Contracting Officer (CO) TSA Contracted Site Lead	Within 30 days of OTA signing. Updated on monthly basis with monthly report as project is underway.
Schedule of Values (Design, Construction, Baggage Handling Contract)	TSA Project Manager TSA CO TSA Contracted Site Lead	Airport Project Manager to provide upon issuing Notice to Proceed to Contractor
Copies of the Design Contracts and Change Orders	TSA CO	Upon Award, Change Orders are to also be provided to TSA CO when issued.
Monthly Milestone and Projects Report.	TSA Project Manager TSA CO TSA Contracted Site Lead	By the 10 <sup>th</sup> of each moth. Electronic submission is requested if feasible.
Summary report of Small Business/Disadvantaged Business Enterprises	TSA Small Business Coordinator	March 31 and September 30 via email
American Recovery and Reinvestment Act of 2009 (ARRA) Quarterly Report	The recipient shall report the information described in section 1512(c) of the ARRA Act using the reporting instructions and data elements that will be provided online at <a href="http://www.FederalReporting.gov">www.FederalReporting.gov</a> , unless the information is pre-populated. Follow the procedures for Grant, Cooperative Agreement, and Loan Recipients.	Not later than ten (10) days after the end of each calendar quarter.
Construction:		
Mechanical and Electrical Shop Drawings for concurrence with reviewed design submittal	TSA Project Manager TSA Contracted Site Lead	Upon completion by the BHS Contractor, concurrent with standard submittal to the Airport Project Team
Contract Addenda, Change Order Requests, Requests for Information or Clarification	TSA Project Manager TSA Contracted Site Lead	Upon review and concurrence by the Airport Project Team of a possible deviation from the reviewed design
Close Out Process		

Close Out Process – Correction of testing deficiencies	Close Out Report submitted to TSA Project Manager and TSA Contracted Site Lead	Initiated after TSA completion of system certification and acceptance testing and deficiencies have been corrected.
PLC code of the CBIS in electronic format.	TSA Project Manager	No later than 30 days after commissioning of system(s)
As Built Drawings in electronic format, .dwg (AutoCAD) or comparable format	TSA Project Manager	No later than 30 days after 30-day operational run-in period
Overview of drawings of the Matrix/Node, Resolution Room, OSR Room as applicable. dwg (AutoCAD) or comparable format	TSA Project Manager	30 days after 30-day operational run-in period
Final Invoice	TSA Project Manager TSA CO	No later than 90 days after final sign-off of system by TSA OST, following successful operational run-in period and start of live bag screening
Release of payment/liens from General Contractor and sub-contractor	TSA Project Manager TSA CO	
CBIS Changes after Commissioning		See Post Commissioning Requirements, Appendix A, paragraph 2.5.7

The Monthly Milestone and Project Report are to be submitted to the TSA Deployment Lead, the TSA Contracted Site Lead and the TSA CO by the 10<sup>th</sup> of each month. The Monthly Milestone and Project Report shall address the following:

- The Project’s progress; a forecast the Project completion date and final costs; as well as provide 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. Three (3) WBS levels may not be applicable to all features of work with regard to the Project; however where applicable, three (3) WBS levels will be provided.
- The construction schedule will be used for all planned TSA activities (delivery of equipment, scheduling of testing, etc). This schedule provides the basis for TSA planning of all its contracted activities necessary for the installation and testing of the EDS equipment. TSA is the only entity that can direct its contractors with respect to their schedules and services.

- Monthly breakout of cost based on an established Schedule of Values. Costs will be tracked by Division as submitted on the initial Airport Cost Estimate for the Project used to determine the initial TSA funding allocation. This submittal will be provided in two formats: pdf and as an active MS Excel workbook.

Appendix D  
 DEPARTMENT OF HOMELAND SECURITY  
 Notice of Waiver of Section 1605 (Buy American Requirement) of the American Recovery and  
 Reinvestment Act of 2009

**Federal Register Notice**

**DEPARTMENT OF HOMELAND SECURITY**

**Transportation Security Administration**

**Electronic Baggage Screening Program**

**AGENCY:** Transportation Security Administration, U.S. Department of Homeland Security

**ACTION:** Notice of Waiver of Section 1605 (Buy American Requirement) of the American Recovery and Reinvestment Act of 2009.

**SUMMARY:** The Department of Homeland Security (DHS) is hereby granting a limited nationwide waiver of the Buy American provision contained in Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) Pub. L. No. 111-5, 123 Stat. 115, 303 (2009) under the authority of Section 1605(b) (1) (public interest exception) provided that at least 95 percent of the costs of each Transportation Security Administration (TSA) Electronic Baggage Screening Program (EBSP) project will comply with Section 1605.

**DATES:**

**FOR FURTHER INFORMATION CONTACT:**

**I. BACKGROUND:**

On February 17, 2009, the Recovery Act was enacted to assist those most impacted by the recession by creating and preserving jobs and promoting economic recovery. The funding was specified for multiple areas of national interest. TSA received \$1 billion to invest in the procurement and installation of checked baggage explosives detection systems and checkpoint explosives detection equipment to be obligated by September 30, 2010. Approximately \$500 million in Recovery Act funding will be allocated to facility modification projects to be administered through TSA's EBSP. This program directly benefits the traveling public, air carriers, airport authorities, and our Nation as a whole.

TSA's EBSP supports the DHS goals of protecting our Nation from dangerous goods and protecting our Nation's critical transportation infrastructure by strengthening screening of checked baggage to reduce the probability of a successful terrorist or other criminal attack to the air transportation system. Since December 31, 2003, EBSP has been responsible for ensuring 100% screening of checked baggage in the United States. The EBSP's objective is to deter, detect, mitigate, and prevent transportation of explosives or other prohibited items in checked baggage on commercial aircraft. One significant way EBSP accomplishes its objectives is through the construction of Checked Baggage Inspection Systems (CBIS). These projects form the backbone of TSA's EBSP and represent the highest level of baggage screening capability in terms of processing efficiency and security. TSA has identified twenty-six airports across the country with "shovel ready" facility modification projects that include CBIS construction. These

projects are dependent on Recovery Act funding. Several of these projects, however, are on hold and in jeopardy because of concerns over compliance with section 1605(a).

Section 1605(a) of the Recovery Act, the Buy American provision, states that none of the funds appropriated by the Act, including the funds that have been dedicated to project awards under EHSP, "may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States." Subsections 1605(b) and (c) of the Recovery Act authorize the head of a Federal department or agency to waive the Buy American provision by finding that: (1) applying the provision would be inconsistent with the public interest; (2) the relevant goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of the goods produced in the United States will increase the cost of the project by more than 25 percent. If the head of the Federal department or agency waives the Buy American provision, then the head of the department or agency is required to publish a detailed justification in the Federal Register. Finally, section 1605(d) of the Recovery Act states that the Buy American provision must be applied in a manner consistent with the United States' obligations under international agreements.

## II. PUBLIC INTEREST FINDING

The Secretary of the Department of Homeland Security has determined that it would be inconsistent with the public interest--and particularly with the Recovery Act's directives to ensure expeditious spending of construction funds consistent with prudent management, as cited above--to apply the Buy American requirement to an entire CBIS project where at least 95% of the costs of the project will comply with Section 1605.

A CBIS is a highly sophisticated electromechanical system for screening checked baggage. It consists of hundreds of mechanical and electrical items. It includes a mechanical conveyor system or baggage handling system (BHS) that transports checked baggage through the system. The CBIS also features a security screening matrix area where baggage is fed through one or more Explosion Detection Systems (EDS) or Explosive Trace Detection (ETD) systems to be analyzed. All of the mechanical and electrical items and processes that make up the CBIS are controlled by a central programmable logic controller (PLC) or programmable controller. The PLC is essentially a computer 'brain' used for the automation of electro-mechanical processes, such as the control of machinery on factory assembly lines. The PLC controls all aspects of the CBIS including conveyor belt speeds, baggage tracking and managing the BHS merge points or windows.

CBIS projects are comprised of thousands of manufactured goods, such as conveyor, conveyor motor drives, electrical and communications controls, programmable logic controllers, electronic tracking devices, high speed diverters, vertical sorters, specialty fasteners and switches. Not all of these items are domestically available. Furthermore, in many instances, the geographic origin of the equipment is not readily ascertainable. While arguably DHS would be justified in using the authority under section 1605(b)(2) (non-availability waiver), the burden placed on TSA and contractors in sourcing and evaluating equipment availability would be unduly burdensome,

impracticable and not in keeping with the Recovery Act's overall goal of expeditious spending of recovery funds.

In the construction of such a sophisticated system as a CBIS, complete adherence to the requirements of section 1605(a) is impracticable, if not impossible. And it has become a serious obstacle to ensuring that all identified airports will be able to sign construction contracts by September 30, 2010. Some airport authorities have simply been unable or unwilling to certify that the construction contracts it signs are compliant with the Buy American provisions. The alternative would be for the airports and communities to lose their Recovery Act assistance, requiring TSA to reallocate funds, which is inconsistent with the public interest and the intent and purpose of the Recovery Act.

DHS has considered the disproportionate cost and delay that would ensue if a limited waiver is not issued. The exercise of ascertaining whether compliant products exist or can be made to meet these requirements is already becoming a demanding and time-consuming task far out of proportion to the total percentage of project costs. On balance, the public interest in having these projects completed outweighs the Buy American requirement; particularly where the value of noncompliant goods is relatively small when compared to total project cost. CBIS projects significantly benefit aviation security, baggage screening efficiency and the flying public in general. Also, these projects help stimulate job growth for local construction workers, technicians, equipment designers, engineers, and others who will operate and maintain the equipment. Therefore, DHS supports a limited, nationwide public interest waiver.

DHS has found that it would be inconsistent with the public interest--and particularly with the Recovery Act's directives --to apply the Buy American requirement to an entire CBIS project in which at least 95% of the costs of the project will comply with Section 1605. DHS has determined the 5 percent limit based on research and informed professional judgment as to the maximum total amount of costs used in most CBIS projects.

### III. WAIVER

Accordingly, DHS is granting a limited, nationwide waiver of the requirements of section 1605(a) of the Recovery Act, Public Law 111-5, buy American requirements, based on the public interest authority of section 1605(b)(1), provided that at least 95% of the costs of each TSA EBSP project will comply with Section 1605. This waiver applies to all eligible EBSP projects for which the TSA has awarded or will award a project award using Recovery Act funds, and where at least 95% of the costs of the project will comply with Section 1605.

TSA will attempt to obtain 100 percent compliance with buy American provision on all airport projects. For airports that cannot comply 100 percent with the Buy American provision this limited nationwide waiver is available because applying the provision would be inconsistent with the public interest in accordance with section 1605(b)(1). TSA will ensure that on all projects at least 95% of the costs will comply with Section 1605. Recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver, must retain relevant documentation as to those items in their project files, and must summarize in reports to TSA the types and/or categories of items to which this waiver is applied, the total cost

of the goods covered by the waiver, and the calculations by which they determined the total cost of materials used in and incorporated into the project.