



OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION**

AND

**THE COUNTY OF ORANGE
RELATING TO**

**JOHN WAYNE AIRPORT
Checked Baggage Recapitalization Screening Design Services Project**

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

HSTS04-13-H-CT1053

ARTICLE I – PARTIES

The parties to this Other Transaction Agreement (OTA or Agreement) are the U.S. Department of Homeland Security, Transportation Security Administration (TSA) and the County of Orange (County) as owner and operator of the John Wayne Airport (SNA). The TSA and the PSP agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

ARTICLE II – LEGAL AUTHORITY

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

ARTICLE III – SCOPE

Objectives

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 County with respect to the design services necessary to implement the TSA Recapitalization effort at SNA. The design services will result in 100% drawings and specifications, and will be submitted to TSA for review in accordance with the published TSA Planning Design Guidelines and Design Standards (PGDS) Version 4.1. <http://www.tsa.gov/research-center/airport-checked-baggage-guidance-materials>

The County will be responsible for developing various cost-effective solutions to replace the aging Explosive Detection System (EDS) machines currently deployed at the airport, while minimizing the impact to operations and reducing the number of EDS by using higher throughput technology units (as appropriate). These solutions will be offered by establishing a current and future baggage screening rate to allow TSA to consider the optimum solution and act utilizing all cost factors from the analysis.

Background

The Electronic Baggage Screening Program (EBSP) of the Transportation Security Administration monitors the status of its existing EDS equipment to ensure compliancy, functionality and efficiency. The TSA Headquarters keeps the following detailed, historical records relating to each EDS machine: age, maintenance logs, performance (rate), technical obsolescence, and local TSA reported issues, among others. When triggered by one or more of these factors, an examination of the system becomes warranted and TSA develops a modification plan to correct any outstanding conditions. The TSA has established the Recapitalization Program to address these needs.

- **Recapitalization** is the replacement of EDS equipment that has reached the end of its useful life. Typically, such EDS machines will be replaced with a newer model of EDS machine that has similar throughput and capabilities. The EDS replacement may include some minor modifications to the existing conveyor shunts and Programmable Logic Controllers (PLC) programming to foster the EDS machine

placement and operation. NOTE: Baggage Handling System (BHS) modifications that extend beyond the scope of work of this design OTA are cPSPsified as “Optimization”.

Typically, the aging CTX 9000 EDS machine (400 bph) will be replaced with an MDI 9800 EDS machine (680 bph); and the aging L3 6600 (400 bph) will be replaced with the L3 6700 (540 bph) or the L3 6700ES (680 bph). Although these are typical plans, TSA reserves the right to determine the model of EDS machine(s) to be used in a recapitalization project at an airport. The differences in processing capabilities – when applied to the future needs of the airport - may provide for a “Return on the Investment” (ROI) when the quantity of required EDS is reduced. When applicable, the ROI for the Recapitalization process, which is to be calculated based on a 10 year period, shall be specifically identified by the County.

Project Summary

Deliverables:

- 1) Establish and provide to TSA the current baggage rates in accordance with the PGDS (v.4.1), Chapter 5. The baggage rate analysis must be for the current year (2013), and forecast the baggage rate 6 years into the future (through 2019). The quantity of EDS machines as a result of Recap will be based on the future demand, which is based on the baggage rate analysis. The report shall include information (graphs, charts, tables, figures, diagrams, etc) about the steps and calculations performed (see PGDS Chapter 5).
- 2) Provide a report containing a minimum of two solutions (including a cost estimate formatted to the CWE in Appendix F of PGDS) that reflects the most cost efficient solution to recapitalize the EDS units (candidate units and terminal information are included in Attachment 1). The solutions shall take into account the available speed EDS machine options and the costs associated with the following elements:
 - a. EDS price
 - b. EDS maintenance
 - c. Phasing required to install the new EDS units
 - d. Necessary modifications to the Baggage Handling System (BHS) (e.g. egress, quick disconnect, accommodations for new EDS machines)
- 3) The report shall include a cost/benefits analysis comparison, advantages and disadvantages for each solution, and a suggestion as to the best solution proposed. Provide documentation of airport/airline configuration changes that will affect the current and future baggage rates (additional gates, airline moves, additional flights, etc). This documentation shall also include the County master plan, when available.
- 4) Identify and provide a required statement of work, whenever minor BHS changes are necessary to accommodate the replacement EDS machines. By providing this statement of work, the County is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.
- 5) If major BHS system modifications are needed, the County shall provide a scope of work with a solution to support the increased baggage rate requirement (see “Constraints”, paragraph 4). By providing this statement of work, the County is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.

Constraints:

- A) The County must comply with the following rules and regulations governing the deliverables to be provided in support of the TSA Recapitalization Program:
- 1) Reports shall contain ALL supporting documentation. This documentation includes, but is not limited to: flight schedules, airport master plan, arrival distributions applied, equipment demand calculations, cost analysis tools, among others. The TSA reserves the right to request any additional information that is not provided along with the deliverables listed in this section.
 - 2) PGDS where applicable.
 - 3) Contact TSA to obtain the available historical data of the airport in study. The historical data includes:
 - Monthly total passengers per checkpoint
 - Daily total passengers per checkpoint
 - Hourly total passenger per hour
 - Bag information reports (a.k.a. FDRS reports) for all the EDS for the ADPM
 - Bags per passengers for each airline
 - Enhanced Staffing Model results and reports
 - 4) If the existing BHS is unable to sustain the future expected baggage rate, as predicated by EDS machine replacement alone, the system may not be a viable candidate for the Recapitalization effort. If this is the case, please contact the TSA Regional Deployment Coordinator (RDC).
 - 5) If the Field Data Reporting System (FDRS) reports are available and can be provided by the TSA, the County shall use this data to establish the baggage rate demands and contrast it with the flight schedule analysis.
 - 6) When possible, the replacement EDS units shall be of the same type as the existing EDS equipment that is currently deployed at the airport, to eliminate an unnecessary need for a new network system, and any other unnecessary modifications to the system.
 - 7) The County shall examine the existing BHS's status and ensure that the conveyor system is capable of supporting the new EDS rate, independently and as a system. (The intent is that the EDS machines can be fully utilized at their rated capacity). Redundant EDS machines – as per the PGDS – are to be an integral requirement. If major BHS modifications are needed, and only with the RDM's approval, the County may produce a scope of work with a solution to support the increased rate requirements. By providing a scope of work, the County is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.

In both solutions provided pursuant to this OTA, the County shall identify the removal path for the EDS machines, include special requirements, and/or identify limitations or constraints.

This Design Services Project requires the County to provide the architect and engineering services to develop the design and construction specifications to install the inline systems designated for replacement within the Airport Terminal (hereinafter the Design Project). The Checked Baggage Inspection System (CBIS) design needs to address Airport Terminal modifications required to be made to incorporate the new systems to include required changes per the instructions below: The objective of the Design Services Agreement is to provide the design documents and specifications to identify the necessary construction modifications required to install an inline CBIS to enhance the security and baggage screening capabilities at the Airport. The TSA detailed design deliverables for each Design Phase to be provided by the County are outlined per Appendix A of this Agreement. The Design Phases include:

1. Pre-Design Phase: Preliminary Alternative Analysis Report and Preferred Analysis Report
2. Schematic Design Phase: Basis of Design Report and associated deliverables
3. Detailed Design Phase
 - a. 30 % Design Submittals and associated deliverables
 - b. 70% Design Submittals and associated deliverables
 - c. 100% Design Submittals and associated deliverables
4. Construction Bid proposal documentation to include contract solicitation, requirements issued to prospective contractors, bid specifications and other applicable documents that complete the local request for proposal package listed at the CITY's public point of entry.
5. Construction Bid proposal evaluation.

Any future allowable, allocable and reasonable costs for Recapitalization Project construction, project management, construction management, and commissioning/site acceptance testing is anticipated to be funded through a separate Agreement or OTA modification in accordance with Article XIII "Changes and/or Modifications" between the County and the TSA. This Design Agreement shall not be construed to obligate the TSA, in any manner, to provide construction cost funding or obligate the TSA to enter into an Agreement with the County for reimbursement of construction costs related to the Recapitalization Project. TSA funding for the construction portion of the project is subject to the Congressional authorization and appropriation budget process.

ARTICLE IV – COST SHARING AND OTHER RESPONSIBILITIES

1. Capital Costs: The estimated cost of the Design Project refers to the design services to be completed by the County to develop the necessary design documents for the construction modifications needing to be made to the Terminal building and associated baggage conveyor system to support the Recapitalization Project. It does not include the costs of acquisition, delivery or installation of the EDS equipment itself. All work performed by the County pursuant to this Agreement shall be accomplished in accordance with the TSA PGDS in effect at the time this Agreement is executed and in accordance with the applicable local County Building Standards and Criteria. Recognizing the uniqueness of this Design Project, in the event of any conflicts between the provision of the PGDS and this Agreement, the Parties agree to resolve such conflicts through the design review and Alternative Analysis processes described in the TSA PDGS.

2. The estimated cost for the design services for the Design Project is **\$288,000**. TSA agrees to reimburse the County for (100%) of the allowable, allocable and reasonable costs of the design services for the Design Project, not to exceed a total reimbursement of \$288,000. TSA reimburses for allowable, allocable and reasonable costs submitted by the County for reimbursement up to the TSA funded amount of **\$288,000**

3. TSA will determine allowable and allocable costs in accordance with the OMB Circular A-87 “Cost Principles for State, Local and Indian Tribal Governments” codified at 2 C.F.R. Part 225 (together with Appendices A – D) and Appendix F of the TSA PGDS in effect upon the signing of this Agreement by both parties. TSA will reimburse the County on an actual expense basis supported by one or more invoices submitted by the County in accordance with Article X – Payment. The parties understand and agree that all design costs in excess of **\$288,000**, as well as any costs that are inconsistent with OMB A-87 and the guidance set forth in Appendix F of the TSA PGDS in effect at the time the Agreement is executed, shall be borne solely by the County unless otherwise agreed by the TSA in a modification in accordance with Article XIII – Changes and/or Modifications. Should the TSA contributions of **\$288,000** represent more than the total final TSA allowable, allocable, and reasonable design costs for the Design Project, the County will refund TSA sufficient funds such that TSA’s total reimbursement will be no more than the total allowable, allocable and reasonable costs submitted by the County.

4. The Design Project costs which TSA will reimburse are limited specifically to those costs associated with the Design Deliverables mandated by the TSA PGDS, outlined in Appendix A “TSA PGDS Design Deliverables Checklist.”

5. Change orders shall not be considered authorization to exceed TSA’s reimbursement limit of **\$288,000** for the Design Project, unless the TSA Deployment Manager and TSA Contracting Officer have been notified in advance of the impact the Change Order has on the total cost of the design services for the Design Project, and TSA provides its written approval to proceed with the work identified in the Change Order. Use of contingency funds for the TSA Design Project requires TSA’s prior written approval.

ARTICLE V: PROJECT RESPONSIBILITIES

The primary Project responsibilities of the TSA and the County are outlined below. The Design Project will be overseen by the County.

A. TSA Responsibilities

1. Review and concur with the Recapitalization Project design, plans, and specifications for alternative analysis, schematic, 30%, 70% and 100% design packages for the installation of the replacement EDS units in the CBIS based upon the recommendations and guidelines in the TSA PGDS in effect at the time of execution of this Agreement.
2. The County must receive concurrence from TSA at each stage of the design review in order to proceed to the next design review stage.
3. Consider design alternatives during the design review process in order to achieve the most efficient screening solution for both TSA and the County.

4. Provide the applicable version of the TSA PGDS as well as the EDS equipment specification(s) as required.
5. Advise the type of EDS equipment to be provided at each stage of the design.
6. Provide EDS Original Equipment Manufacturer Technical Advisory Support Services to the County regarding integration of the EDS units into the baggage handling system (BHS).
7. Review and consider requested changes to the design and associated costs.

B. County Responsibilities

1. Except for the responsibilities of the TSA, as outlined above, the Design Project will be managed and overseen by the County. The County, acting through such contractors as it may engage, will provide the engineering and design services necessary for successful completion of the Design Project. The County will provide oversight of such contractor(s) to ensure the design of the Recapitalization Project conforms to the TSA design guidelines identified in the PGDS and is completed within the project milestone schedule.
2. The County must receive concurrence from TSA at each stage of the design review in order to proceed to the next design review stage.
3. Provide a budgetary construction cost estimate with the schematic, 30% design review and subsequent 70% and 100% design reviews for the Recapitalization Project.
4. Obtain all necessary licenses, insurance permits and approvals.
5. Ensure the EDS OEM site planning, installation, integration and networking guidelines are incorporated into the design to ensure operational, maintenance and environmental specifications are met.
6. As part of the design, provide reasonable measures to protect the EDS and ETD equipment from harm, theft, and water intrusion in the screening area.
7. Incorporate heating, ventilation, air conditioning into the design as well as OSHA requirements for those spaces occupied by TSA personnel.
8. Submit monthly progress reports by the 10th of each month to the TSA Deployment Manager via e-mail at OSTCBD@tsa.dhs.gov

ARTICLE VI - EFFECTIVE DATE AND TERM

The period of performance for this Agreement is effective on the date signed by TSA and ends on August 31, 2013 unless earlier terminated by the parties pursuant to Article XV "Termination" as provided herein or extended by mutual written agreement pursuant to Article XIII "Changes and/or Modifications." The period of performance allows the County time to submit a final invoice, close out the Design Project, and address any other issues.

The County will establish and provide Design Schedule Milestones to the TSA that allow objective measurement of progress toward completion. Design Schedule Milestones will be provided to the TSA within 30 days after the County has established their design services contract(s). TSA maintains the right to identify any additional milestones to be tracked.

ARTICLE VII - ACCEPTANCE AND TESTING

TSA will deem the Design Project complete upon review and concurrency of the 100% design package for each Terminal. The design must conform to the TSA PGDS in effect at the time that this Agreement is executed.

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:

Regional Deployment Coordinator/Contracting Officer's Representative:

Shahzan Akber

Mail Stop TSIF #32

Transportation Security Administration

1 Post Office Road

Washington, DC 20528-6032

Phone: 571-227-5645

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

Contracting Officer:

William Melanson

701 South 12th Street

Arlington, Va. 20598

Phone: (571) 222-3266

E-Mail: William.Melanson@tsa.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 Regional Deployment Coordinator (RDC) is also the TSA Contracting Officer Representative (COR) and is responsible for the technical administration of this Agreement and technical liaison with the **County** and the Airport. The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA such as amount or level of funding.

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

B. County Points of Contact:

The County Point of Contact for all correspondence is:

Larry Serafini
3160 Airway Avenue
Costa Mesa, CA 92626
(949) 252-5270
LSerafini@ocair.com

ARTICLE IX - FUNDING AND LIMITATIONS

TSA will provide funding to the County in an amount not to exceed **\$288,000**. Funds in the amount of **\$288,000** 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: 21-13-203- CT1053

Accounting Code: 5CF07XB010D2013SWE044GE013723006200622CTO-
5903001521020000-251B-TSADIRECT-DEF. TASK-D

Amount: \$288,000

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement. TSA's liability to make payments to the County is strictly 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 County for profit or the general costs of government. The County may recover the allowable direct costs of the County personnel performing work necessary under this Agreement, as well as the allowable and allocable costs of the contractors hired by the County to perform the necessary work under this Agreement. Profit and overhead costs for the County's contractors performing work on the TSA Project are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include County 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 County, its contractors or agents to perform work not in compliance with the TSA requirements in this Agreement. The TSA has the right to recoup any payments made to the County if the TSA Contracting Officer determines that the invoices submitted by the County 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 the TSA PGDS in effect as of the effective date of this Agreement.

ARTICLE X – PAYMENT

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

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred. For periods in which the County has not incurred a reimbursable expense, an invoice is not required. Expenses are considered to accrue on the date that the County 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 County within 120 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.”

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
- (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 County’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 COR are required to review and approve all invoices prior to payment. To aid in this review, the County 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 County has paid these obligations. The County should provide this supporting information simultaneously with Step 1 to expedite the payment process.

The Support Documentation should contain the following items:

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

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

C. TSA Points of Contact:

Regional Deployment Coordinator/Contracting Officer's Representative:

Shahzan Akber

Mail Stop TSIF #32

Transportation Security Administration

1 Post Office Road

Washington, DC 20528-6032

Phone: 571-227-5645

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

Shahzan Akber

Mail Stop TSA TSIF - #32

Transportation Security Administration

1 Post Office Way

Washington, D.C. 20528-6032

Insert CO, TSA Contracting Officer

C/O Mr. Henry Edquist

Faithful & Gould

1725 Duke Street, Suite #200

Alexandria, VA 22314

Email: Shahzan.Akber@tsa.dhs.gov
“mailto: OSTCBD @tsa.dhs.gov”}

Phone: 571-403-8777
Email: Henry.Edquist@fgould.com

Upon completion of the review of the supporting documentation for the Summary Invoice, the TSA CO and the TSA RDM/COR 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 County’s 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 County 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 County or at the offices of the County’s contractor(s) responsible for the Project. The County 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 County 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 County 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

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

The County agrees to include in its contract(s) a provision that the Airport Terminal designs for this Project are required to comply with the TSA’s PGDS.

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 authorized representative of the County. 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 written 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 County or the TSA. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data. 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 TSA additional obligations that might require payment.

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

ARTICLE XVI – CONSTRUCTION OF THE AGREEMENT

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

Each party acknowledges that all parties hereto participated equally in the negotiation and

drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

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

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

ARTICLE XVII - PROTECTION OF INFORMATION

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

A. RELEASE OF TECHNICAL DATA

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

B. RECORDS AND RELEASE OF INFORMATION

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

C. MEDIA

Neither the County, nor its contractors shall make publicity or public affairs activities related to the subject matter of this Agreement unless written approval has been received from the TSA Office of Security Technology or the TSA Office of Strategic Communication and Public Affairs. The purpose of this provision is to preclude the inadvertent release of SSI to the general public.

ARTICLE XVIII - SURVIVAL OF PROVISIONS

The following provision of this Agreement shall survive the termination of this Agreement: Article XII – Required Federal Procurement Provisions; 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 _____, 2012.

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

County of Orange

**William Melanson
TSA Contracting Officer**

**Larry Sarafini
Assistant Airport Director, Facilities**

Date

Date

Appendix A TSA Planning Guidelines and Design Standards Design Deliverables Checklist

Figure 2-4
DELIVERABLES CHECKLIST

PROJECT PHASE DELIVERABLES	SECTION	Completed		PROJECT PHASE DELIVERABLES	SECTION	Completed	
		Yes	No			Yes	No
Pre-Design Phase	2.2.1	<input type="checkbox"/>	<input type="checkbox"/>	Detailed Design Phase (continued)	2.2.3.3	<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Alternatives Analysis Report		<input type="checkbox"/>	<input type="checkbox"/>	70% Design Submittals (continued)		<input type="checkbox"/>	<input type="checkbox"/>
Preferred Alternatives Analysis Report		<input type="checkbox"/>	<input type="checkbox"/>	Description of Operations		<input type="checkbox"/>	<input type="checkbox"/>
Schematic Design Phase	2.2.2	<input type="checkbox"/>	<input type="checkbox"/>	Preliminary Contingency Plan		<input type="checkbox"/>	<input type="checkbox"/>
Basis of Design Report		<input type="checkbox"/>	<input type="checkbox"/>	70% Specifications		<input type="checkbox"/>	<input type="checkbox"/>
Detailed Program Requirements		<input type="checkbox"/>	<input type="checkbox"/>	Draft Site Specific Configuration Management Plan		<input type="checkbox"/>	<input type="checkbox"/>
High-Level Flow-Based Modeling Assumptions and Results		<input type="checkbox"/>	<input type="checkbox"/>	Stakeholder Review and Approval Documentation		<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Concept Plans	2.2.2	<input type="checkbox"/>	<input type="checkbox"/>	70% Estimate of Probable Construction and O&M Costs		<input type="checkbox"/>	<input type="checkbox"/>
Phasing and Constructability Technical Memoranda		<input type="checkbox"/>	<input type="checkbox"/>	Phasing Schedule		<input type="checkbox"/>	<input type="checkbox"/>
ROM Estimate of Probable Construction and O&M Costs		<input type="checkbox"/>	<input type="checkbox"/>	Conveyor Manifest		<input type="checkbox"/>	<input type="checkbox"/>
Stakeholder Review and Approval Documentation	2.2.2	<input type="checkbox"/>	<input type="checkbox"/>	Updated EDS Equipment List	<input type="checkbox"/>	<input type="checkbox"/>	
Preliminary Project Schedule		<input type="checkbox"/>	<input type="checkbox"/>	100% Design Submittals	<input type="checkbox"/>	<input type="checkbox"/>	
Detailed Design Phase	2.2.2	<input type="checkbox"/>	<input type="checkbox"/>	Bid Documents	2.2.3.3	<input type="checkbox"/>	<input type="checkbox"/>
30% Design Submittals		<input type="checkbox"/>	<input type="checkbox"/>	Final Description of Operations		<input type="checkbox"/>	<input type="checkbox"/>
Updated Basis of Design Report	2.2.3.1	<input type="checkbox"/>	<input type="checkbox"/>	Contingency Plans		<input type="checkbox"/>	<input type="checkbox"/>
Operational Standards Assessment		<input type="checkbox"/>	<input type="checkbox"/>	Project Specifications		<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Plans	2.2.3.1	<input type="checkbox"/>	<input type="checkbox"/>	Final Site Specific Configuration Management Plan		<input type="checkbox"/>	<input type="checkbox"/>
Cross Sections		<input type="checkbox"/>	<input type="checkbox"/>	Stakeholder Review and Approval Documentation		<input type="checkbox"/>	<input type="checkbox"/>
Description of Operations		<input type="checkbox"/>	<input type="checkbox"/>	Final Estimate of Probable Construction and O&M Costs		<input type="checkbox"/>	<input type="checkbox"/>
Baggage and Data Flow Charts		<input type="checkbox"/>	<input type="checkbox"/>	Final Phasing Schedule		<input type="checkbox"/>	<input type="checkbox"/>
Table of Contents for CBIS		<input type="checkbox"/>	<input type="checkbox"/>	Updated EDS Equipment List		<input type="checkbox"/>	<input type="checkbox"/>
Screening Equipment Installation Guidelines		<input type="checkbox"/>	<input type="checkbox"/>	Operations Training Materials and Documentation		<input type="checkbox"/>	<input type="checkbox"/>
Outline of Reporting Capabilities		<input type="checkbox"/>	<input type="checkbox"/>	Construction Phase	2.2.4	<input type="checkbox"/>	<input type="checkbox"/>
Stakeholder Review and Approval Documentation		<input type="checkbox"/>	<input type="checkbox"/>	Changes to Approved 100% Design Submittals		<input type="checkbox"/>	<input type="checkbox"/>
30% Estimate of Probable Construction and O&M Costs		<input type="checkbox"/>	<input type="checkbox"/>	Construction Schedule		<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Phasing Schedule		2.2.3.2	<input type="checkbox"/>	<input type="checkbox"/>	Courtesy Copies of Shop and Installation Drawings	2.2.5	<input type="checkbox"/>
Conveyor Manifest	<input type="checkbox"/>		<input type="checkbox"/>	Testing and Commissioning Phase	<input type="checkbox"/>		<input type="checkbox"/>
EDS Equipment List	2.2.3.2	<input type="checkbox"/>	<input type="checkbox"/>	Pre-ISAT Documentation	<input type="checkbox"/>		<input type="checkbox"/>
70% Design Submittals		<input type="checkbox"/>	<input type="checkbox"/>	ISAT Documentation	<input type="checkbox"/>	<input type="checkbox"/>	
Updated Basis of Design Report		<input type="checkbox"/>	<input type="checkbox"/>	Project Closeout Phase	2.2.6	<input type="checkbox"/>	<input type="checkbox"/>
Updated Operational Standards Assessment		<input type="checkbox"/>	<input type="checkbox"/>	As-built CBIS Documentation Submittal		<input type="checkbox"/>	<input type="checkbox"/>
70% Design Drawings	<input type="checkbox"/>	<input type="checkbox"/>	Final Copy of the PLC Program with Drawings	<input type="checkbox"/>		<input type="checkbox"/>	
Cross Sections		<input type="checkbox"/>	<input type="checkbox"/>	Final Copy of Disaster Recovery Procedures	<input type="checkbox"/>	<input type="checkbox"/>	



Figure 2-4
DELIVERABLES CHECKLIST

PROJECT PHASE DELIVERABLES		SECTION	Completed		PROJECT PHASE DELIVERABLES		SECTION	Completed	
			Yes	No				Yes	No
Pre-Design Phase		2.2.1	<input type="checkbox"/>	<input type="checkbox"/>	Detailed Design Phase (continued)			<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Alternatives Analysis Report			<input type="checkbox"/>	<input type="checkbox"/>	70% Design Submittals (continued)			<input type="checkbox"/>	<input type="checkbox"/>
Preferred Alternatives Analysis Report			<input type="checkbox"/>	<input type="checkbox"/>	Description of Operations			<input type="checkbox"/>	<input type="checkbox"/>
Schematic Design Phase			<input type="checkbox"/>	<input type="checkbox"/>	Preliminary Contingency Plan			<input type="checkbox"/>	<input type="checkbox"/>
Basis of Design Report		2.2.2	<input type="checkbox"/>	<input type="checkbox"/>	70% Specifications			<input type="checkbox"/>	<input type="checkbox"/>
Detailed Program Requirements			<input type="checkbox"/>	<input type="checkbox"/>	Draft Site Specific Configuration Management Plan			<input type="checkbox"/>	<input type="checkbox"/>
High-Level Flow-Based Modeling Assumptions and Results			<input type="checkbox"/>	<input type="checkbox"/>	Stakeholder Review and Approval Documentation			<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Concept Plans			<input type="checkbox"/>	<input type="checkbox"/>	70% Estimate of Probable Construction and O&M Costs			<input type="checkbox"/>	<input type="checkbox"/>
Phasing and Constructability Technical Memoranda			<input type="checkbox"/>	<input type="checkbox"/>	Phasing Schedule			<input type="checkbox"/>	<input type="checkbox"/>
ROM Estimate of Probable Construction and O&M Costs			<input type="checkbox"/>	<input type="checkbox"/>	Conveyor Manifest			<input type="checkbox"/>	<input type="checkbox"/>
Stakeholder Review and Approval Documentation			<input type="checkbox"/>	<input type="checkbox"/>	Updated EDS Equipment List			<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Project Schedule		2.2.2	<input type="checkbox"/>	<input type="checkbox"/>	100% Design Submittals		2.2.3.3	<input type="checkbox"/>	<input type="checkbox"/>
Detailed Design Phase			<input type="checkbox"/>	<input type="checkbox"/>	Bid Documents			<input type="checkbox"/>	<input type="checkbox"/>
30% Design Submittals		2.2.3.1	<input type="checkbox"/>	<input type="checkbox"/>	Final Description of Operations			<input type="checkbox"/>	<input type="checkbox"/>
Updated Basis of Design Report			<input type="checkbox"/>	<input type="checkbox"/>	Contingency Plans			<input type="checkbox"/>	<input type="checkbox"/>
Operational Standards Assessment			<input type="checkbox"/>	<input type="checkbox"/>	Project Specifications			<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Plans			<input type="checkbox"/>	<input type="checkbox"/>	Final Site Specific Configuration Management Plan			<input type="checkbox"/>	<input type="checkbox"/>
Cross Sections			<input type="checkbox"/>	<input type="checkbox"/>	Stakeholder Review and Approval Documentation			<input type="checkbox"/>	<input type="checkbox"/>
Description of Operations			<input type="checkbox"/>	<input type="checkbox"/>	Final Estimate of Probable Construction and O&M Costs			<input type="checkbox"/>	<input type="checkbox"/>
Baggage and Data Flow Charts			<input type="checkbox"/>	<input type="checkbox"/>	Final Phasing Schedule			<input type="checkbox"/>	<input type="checkbox"/>
Table of Contents for CBIS			<input type="checkbox"/>	<input type="checkbox"/>	Updated EDS Equipment List			<input type="checkbox"/>	<input type="checkbox"/>
Screening Equipment Installation Guidelines			<input type="checkbox"/>	<input type="checkbox"/>	Operations Training Materials and Documentation			<input type="checkbox"/>	<input type="checkbox"/>
Outline of Reporting Capabilities			<input type="checkbox"/>	<input type="checkbox"/>	Construction Phase		2.2.4	<input type="checkbox"/>	<input type="checkbox"/>
Stakeholder Review and Approval Documentation			<input type="checkbox"/>	<input type="checkbox"/>	Changes to Approved 100% Design Submittals			<input type="checkbox"/>	<input type="checkbox"/>
30% Estimate of Probable Construction and O&M Costs			<input type="checkbox"/>	<input type="checkbox"/>	Construction Schedule			<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Phasing Schedule			<input type="checkbox"/>	<input type="checkbox"/>	Courtesy Copies of Shop and Installation Drawings			<input type="checkbox"/>	<input type="checkbox"/>
Conveyor Manifest			<input type="checkbox"/>	<input type="checkbox"/>	Testing and Commissioning Phase		2.2.5	<input type="checkbox"/>	<input type="checkbox"/>
EDS Equipment List			<input type="checkbox"/>	<input type="checkbox"/>	Pre-ISAT Documentation			<input type="checkbox"/>	<input type="checkbox"/>
70% Design Submittals		2.2.3.2	<input type="checkbox"/>	<input type="checkbox"/>	ISAT Documentation			<input type="checkbox"/>	<input type="checkbox"/>
Updated Basis of Design Report			<input type="checkbox"/>	<input type="checkbox"/>	Project Closeout Phase		2.2.6	<input type="checkbox"/>	<input type="checkbox"/>
Updated Operational Standards Assessment			<input type="checkbox"/>	<input type="checkbox"/>	As-built CBIS Documentation Submittal			<input type="checkbox"/>	<input type="checkbox"/>
70% Design Drawings			<input type="checkbox"/>	<input type="checkbox"/>	Final Copy of the PLC Program with Drawings			<input type="checkbox"/>	<input type="checkbox"/>
Cross Sections			<input type="checkbox"/>	<input type="checkbox"/>	Final Copy of Disaster Recovery Procedures			<input type="checkbox"/>	<input type="checkbox"/>



APPENDIX B, SCHEDULE OF DELIVERABLES

The following deliverables are required to be submitted by the County.

Item	Submitted To:	Frequency or Due Date
Schedule to include Project Milestones (Design and proposed Construction)	TSA Deployment Manager, OSTCBD@tsa.dhs.gov and TSA Contracting Officer	Within 30 days of the County awarding the design contract. Updates submitted with monthly TSA report.
Pre-Design Phase, Schematic, 30%, 70% and 100% Design deliverables	TSA Deployment Manager, OSTCBD@tsa.dhs.gov	In accordance with the TSA PGDS Deliverables Checklist
Preferred Alternative Package	TSA Deployment Manager, OSTCBD@tsa.dhs.gov	April 2013
30% Design	TSA Deployment Manager, OSTCBD@tsa.dhs.gov	June 2013
Design Contract Schedule of Fees	TSA Deployment Manager, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	Provide upon issuing Design Contract
Copies of the Design Contract(s) and Change Orders	TSA Deployment Manager, TSA Contracting Officer. OSTCBD@tsa.dhs.gov	Change Orders requiring advanced TSA approval.
Monthly Project Report	TSA Deployment Manager, OSTCBD@tsa.dhs.gov	By the 10 th of each month. Electronic submission is requested.
Requests for Information or Clarification	TSA Deployment Manager	As needed
Final Invoice	TSA Deployment Manager TSA Contracting Officer, OSTCBD@tsa.dhs.gov	No later than 90 days after completion of the CBIS Construction Project.

The Monthly Project Report is to be submitted by the 10th of each month to the TSA Deployment Lead, and OSTCBD@tsa.dhs.gov and shall address the following:

- Design Schedule in both PDF and “live”/usable format to depict the critical path, baseline and actual date information; predecessors/successors. The Design Schedule will be used for all planned TSA activities.

Attachment 1: County Recapitalize EDS Candidate Units and Terminal Information

<u>Terminal A Checked</u>	<u>EDS 5: L3E 66034</u>
<u>Baggage</u>	<u>EDS 6: L3E 66234</u>
	<u>EDS 7: L3E 66036</u>
	<u>EDS 8: L3E 66037</u>