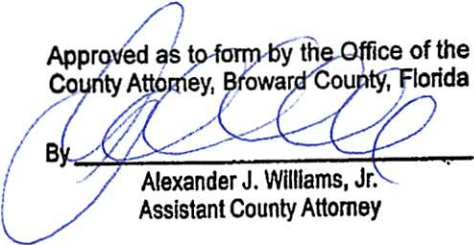
 Transportation Security Administration		<b>OTHER TRANSACTION AGREEMENT</b>	
<b>OTA NUMBER:</b>		<b>REQUISITION NUMBER:</b>	
70T01018T9NCKP106		2118208CKP106	
<b>ISSUED TO:</b>		<b>ISSUED BY:</b>	
Broward County Aviation Department Fort-Lauderdale-Hollywood International Airport 3545 SW 2 <sup>nd</sup> Avenue Fort Lauderdale, FL 33315 Attn: Paul Grewal Title: Contracts/Grants Administrator, Senior Phone: 954-359-2277 Email: pgrewal@broward.org  EIN: 596000531 DUNS: 066938358		Transportation Security Administration Contracting & Procurement Workforce & Enterprise Operations Acquisition Division 601 S 12th Street Arlington, VA 20598-6025 Contract Specialist: Andrea Adam Phone: 571-227-4627 Email: andrea.adam@tsa.dhs.gov	
<b>PROGRAM</b>			
<b>Program:</b> Other Transaction Agreement (OTA) for Use of Space and Cost Reimbursement for TSA Security Checkpoint and Baggage Screening Areas.  <b>Five-Year OTA Period of Performance:</b> September 1, 2018 to August 31, 2023  <b>Current Period of Performance:</b> September 1, 2018 to August 31, 2019  <b>NAICS:</b> 488119 <b>PSC:</b> S112			
<b>FISCAL DATA</b>			
<b>Accounting Line:</b> See page 3 for Accounting and Appropriation Data  <b>Total Estimated Five-Year OTA Value:</b> \$2,830,586.40  <b>Current Obligated Amount:</b> \$566,117.28			
<b>PURPOSE</b>			
The purpose of this Other Transaction Agreement is to establish the terms and conditions for the use of space and obligate funding for the reimbursement of fixed electrical and janitorial costs at the TSA security checkpoint screening areas at Fort-Lauderdale-Hollywood International Airport (FLL).			
<b>AUTHORIZED SIGNATURES</b>			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
Participant's Signature	Date	Contracting Officer's Signature	Date
		<b>Brandon Prindle, Contracting Officer</b>	
Typed Name and Title		Typed Name and Title	

Approved as to form by the Office of the  
County Attorney, Broward County, Florida

By   
Alexander J. Williams, Jr.  
Assistant County Attorney

## 1. SCHEDULE OF ITEMS/PRICES

**Total estimated OTA value for the base year and four option years:**

CLIN	Description.	Period of Performance	Qty	Unit	Pro-Rated Monthly Amount	Annual Amount
00001	Year One: Base OTA Period Fixed TSA Electrical Costs	9/1/2018 – 8/31/2019	12	Month	\$9,397.79	\$112,773.48
00002	Year One: Base OTA Period Fixed TSA Janitorial Costs	9/1/2018 – 8/31/2019	12	Month	\$37,778.65	\$453,343.80
10001	Year Two: Option Period One Fixed TSA Electrical Costs	9/1/2019 – 8/31/2020	12	Month	\$9,397.79	\$112,773.48
10002	Year Two: Option Period One Fixed TSA Janitorial Costs	9/1/2019– 8/31/2020	12	Month	\$37,778.65	\$453,343.80
20001	Year Three: Option Period Two Fixed TSA Electrical Costs	9/1/2020 – 8/31/2021	12	Month	\$9,397.79	\$112,773.48
20002	Year Three: Option Period Two Fixed TSA Janitorial Costs	9/1/2020– 8/31/2021	12	Month	\$37,778.65	\$453,343.80
30001	Year Four: Option Period Three Fixed TSA Electrical Costs	9/1/2021 – 8/31/2022	12	Month	\$9,397.79	\$112,773.48
30002	Year Four: Option Period Three Fixed TSA Janitorial Costs	9/1/2021– 8/31/2022	12	Month	\$37,778.65	\$453,343.80
40001	Year Five: Option Period Four Fixed TSA Electrical Costs	9/1/2022 – 8/31/2023	12	Month	\$9,397.79	\$112,773.48
40002	Year Five: Option Period Four Fixed TSA Janitorial Costs	9/1/2022– 8/31/2023	12	Month	\$37,778.65	\$453,343.80
<b>Total Estimated OTA Value:</b>						<b>\$2,830,586.40</b>

## 2. Current Obligated Amount

	Annual Amount	Pro-rated Monthly Amount	Months	Obligated Amount
Electrical Costs **	\$112,773.48	\$9,397.79	12	\$112,773.48
Janitorial Costs **	\$453,343.80	\$37,778.65	12	\$453,343.80
<b>Total Amount</b>	<b>\$566,117.28</b>	<b>\$47,176.44</b>		<b>\$566,117.28</b>

\*\* The annual amount has been rounded for invoicing purposes.

### 3. Accounting and Appropriation Data

Funding is obligated in accordance with the following Accounting and Appropriation Data:

Purchase Request	Item #	Services	Amount	Accounting Code
2118208CKP106	00001	Electrical	\$112,773.48	5OS189A000D2018SWE070 GE000077006400648REM- 59030011 07020000-233T
2108208CKP106	00002	Janitorial	\$453,343.80	5OS189A000D2018SWE070 GE000077006400648REM- 59030011 07020000-2540
<b>Total Amount</b>			<b>\$566,117.28</b>	

### 4. Total Obligated Funding

The total obligated funding for this Agreement is **\$566,117.28**.

## **ARTICLE I – PARTIES (FEB 2017)**

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the United States of America, Transportation Security Administration (hereinafter referred to as “TSA”) and Broward County (hereinafter referred to as the “Airport”). The TSA and the Airport agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

## **ARTICLE II – AUTHORITY (FEB 2017)**

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

## **ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE (FEB 2017)**

### **A. Introduction**

ATSA requires TSA to deploy TSA personnel to screen all passengers, property and baggage at all airports and to establish a program to screen cargo and ensure perimeter access security. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined under federal law as “necessary security checkpoints.”

### **B. Background**

Beginning in 2003, TSA awarded agreements to airport authorities to define the terms and conditions for TSA’s use of federally-mandated checkpoint space at airports and to provide a vehicle for reimbursing electrical consumption and/or janitorial costs for the TSA security checkpoint space.

### **C. Purpose**

C.1. This Agreement establishes TSA’s use of the security checkpoints TSA needs to conduct baggage and passenger screening under the requirements of ATSA and other applicable federal laws. In order to provide airport security in a manner that meets the requirements of ATSA, it is necessary for TSA to use existing checkpoint space, and, in some cases, to expand checkpoint space.

C.2. This Agreement supersedes all previous agreements and amendments concerning TSA’s reimbursement to the Airport for electrical consumption and janitorial costs at screening checkpoints and baggage areas.

### **D. Scope**

TSA has a requirement to establish the terms and conditions for TSA’s use of federal-mandated checkpoint space at airports and provide a vehicle for the reimbursement of electrical consumption and janitorial costs for this checkpoint space at the respective airports.

## **E. Use of Property**

- E.1. The Airport is the owner and operator of that certain airport known as Fort Lauderdale-Hollywood International Airport, located in the Broward County, State of Florida and having an address at 2200 Southwest 45<sup>th</sup> Street, Dania Beach, FL, 33312 (“Property”).
- E.2. This Agreement covers the use of space that TSA reasonably believes is necessary for passenger and baggage screening operations. The specific areas covered by this Agreement (which are referred to herein as “Space”) are set out on Exhibit 1. The Space may be expanded or altered, and Exhibit 1 amended accordingly, at the written request of TSA and upon the written approval of the Director of Aviation of the Airport, such approval not to be unreasonably withheld, conditioned or delayed. If the Director of Aviation of the Airport does not provide such approval, TSA may proceed pursuant to its legal authority to provide security at airport checkpoints. TSA’s use and occupancy of other areas at the Property, such as offices for the Federal Security Manager and staff and other areas not deemed necessary checkpoint space, have been or will be obtained through a separate lease agreement between Airport and the U.S. General Services Administration, acting on behalf of TSA.
- E.3. The ATSA authorizes TSA to acquire real property by purchase, lease, condemnation, or otherwise. This Agreement shall not be considered a waiver of any rights that TSA may assert under ATSA with respect to the acquisition of property, nor with respect to TSA’s authority to enter onto any Airport property to address security concerns; nor shall this Agreement waive any rights that the Airport may assert in connection with such acquisition.
- E.4. Airport provides the Space to TSA in “AS IS” condition as of the Effective Date of this Agreement.

## **F. No Rent**

Pursuant to Section 511 of the Department of Homeland Security Appropriations Act, 2005, Pub. Law 108-334, 118 Stat. 1298 (October 18, 2004), Airport agrees to provide use of the Space at no cost to TSA (other than as provided herein for janitorial and electrical services) as a part of its obligation to comply with a security program and in recognition of the benefits that TSA’s security function provides to Airport, passengers and others entering airport property. Airport reserves the right to impose rental charges for the Space if federal law requires TSA to pay rent for checkpoint space in the future.

## **ARTICLE IV – RESPONSIBILITIES (FEB 2017)**

### **TSA’S Operational Activities at Airport**

The Airport hereby agrees that TSA has the following rights and privileges:

1. The right to use the Space in connection with its screening and security operations at the Property, including but not limited to the right to establish and use security checkpoints, to place and operate screening equipment, to screen passengers and their property, baggage, and cargo and to perform such other activities and locate such other equipment as TSA deems necessary for TSA to perform its passenger and baggage screening function under federal law.

2. TSA shall not be responsible for any restoration costs when such cost is the result of the Airport's request to remove or relocate TSA equipment.
3. The rights, at its sole expense, to install, operate, maintain, repair, remove, and store equipment necessary for TSA's operations within the Space. TSA agrees to give notice to Airport and coordinate their screening activities with Airport whenever possible. To the extent required under federal law, TSA's contractor will obtain all state and local permits required to perform any work under this paragraph.
4. The right to refuse additions, improvements, modifications, revisions or other alterations within the Space by Airport, including the installation of fixtures and placement of personal property, that TSA reasonably believes may interfere with TSA's use of the Space.
5. Airport will provide TSA employee parking spaces according to its customary, non-discriminatory practices for employees of other governmental entities, including payment of applicable fees, if any. Such practices and fees shall be set out in a separate agreement between the Parties.
6. TSA is responsible for its own telecommunications services; however, if the Airport has a Shared Tenant Services policy, TSA may use such system upon payment of any applicable charges pursuant to a separate or modified agreement between Airport and TSA. TSA agrees to coordinate with Airport so as to not overload the electrical, plumbing or HVAC systems associated with the Space. TSA will not install or cause to be installed equipment or machinery that will place a load upon any floor exceeding the load per square foot area that such floor was designed to carry.
7. Airport will maintain and keep in good repair the Space, including electrical, plumbing, and HVAC systems.
8. With the prior consent of TSA, such consent not to be unreasonably withheld, Airport may enter the Space used by TSA for the performance of Airport's obligations under federal law or other lawful purpose. Notwithstanding the foregoing, Airport will comply with all applicable federal security requirements (including badging and maintenance of sterile area) and will use its best efforts to minimize the disruption of TSA operations.
9. The Airport is responsible for janitorial services in the TSA passenger and baggage screening areas.

#### **ARTICLE V - EFFECTIVE DATE AND TERM (FEB 2017)**

This Agreement shall commence on **September 1, 2018** (the "Effective Date"), and shall continue for a term of one (1) year (the "Term") or so long as federal law requires TSA to perform screening functions at the Airport, whichever is sooner.

The Term of the Agreement shall be automatically extended for four (4), successive one (1) year terms ("Option Terms") on each annual anniversary of the Effective Date unless terminated as provided in Article XIII, not to extend past August 31, 2023.

## ARTICLE VI – ACCEPTANCE AND TESTING (FEB 2017) (RESERVED)

## ARTICLE VII - FUNDING AND LIMITATIONS (FEB 2017)

For the initial 12-month Term of this Agreement, TSA shall be obligated to pay **\$566,117.28** for performance of this Agreement.

After the initial 12-month term, annual funding for any Option Term shall be at the then-current funding level unless the Airport requests an amendment to the Agreement no later than sixty (60) days prior to the end of the then-existing term substantiating the proposed changes for the following Option Term. All changes shall become effective upon the execution of a modification to this Agreement, with the Airport acting through its Director of Aviation. Funding for all Option Terms is subject to the availability of funds. In no event shall TSA be liable for any expenses incurred by the Airport unless previously agreed to by TSA.

## ARTICLE VIII – BILLING PROCEDURE AND PAYMENT (FEB 2017)

The United States Coast Guard Finance Center (“FINCEN”) performs the payment function on behalf of the TSA. 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>.

### A. Payment / Performance Provisions

The Parties hereby agree to the following:

- A.1. Upon receipt of a Proper Invoice (hereinafter defined) from the Airport, TSA shall reimburse the Airport for the costs of electrical consumption by TSA screening equipment located in **Exhibit 1A (“TSA Space Summary”)** in an amount calculated in accordance with the cost allocation methodology set forth in **Exhibit 2 (“Electrical Costs”)** for the period of service indicated in the invoice.
- A.2. The Airport shall provide janitorial and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Space at a level generally consistent with the janitorial standards for space throughout the terminal complex and including, at a minimum, the janitorial and cleaning services and service frequencies set forth in **Exhibit 3 (“Janitorial Services”)**.
- A.3. Upon receipt of a Proper Invoice from the Airport, TSA shall reimburse the Airport for its pro-rata share of Airport’s cost to provide such janitorial and cleaning services in the Space in an amount calculated in accordance with the cost allocation methodology set forth in **Exhibit 4 (“Janitorial Costs”)** for the period of service indicated in the invoice.
- A.4. Notwithstanding the foregoing, TSA may enter into contracts with third parties for janitorial and cleaning services, in which case, upon notice from TSA of having entered into such third party contract(s), the Airport shall be relieved of its obligation to provide such services under this Article VIII, and TSA shall be relieved of its obligation to reimburse Airport under this Article VIII. In the event that Airport chooses to cease providing janitorial and cleaning services and supplies under this Article VIII, Airport must give notice to TSA at least ninety (90) days prior to such cessation.

- A.5. All reimbursement costs due under this Agreement shall be due after services are received and, to the extent appropriated funds are available, shall be paid within sixty (60) days of TSA's receipt of a Proper Invoice from the Airport.
- A.6. Unless otherwise indicated herein, a "Proper Invoice" shall mean an invoice that is submitted by the Airport directly to FINCEN using any one of the methods and addresses indicated below and that is compliant with Article VIII, Section B. A copy of the invoice may also be transmitted to the TSA Federal Security Director's (FSD) designated Point of Contact for informational purposes only.

**B. Invoicing**

Invoices shall be e-mailed, faxed or sent via U.S. mail to FINCEN at the following addresses:  
**(Please use only one method per invoice submission.)**

Billing Address:

United States Coast Guard Finance Center  
TSA Commercial Invoices  
P.O. Box 4111  
Chesapeake, VA 23327-4111

Email:

[fin-smb-tsainvoices@uscg.mil](mailto:fin-smb-tsainvoices@uscg.mil)

Fax: (addressed to TSA Invoices)  
757-413-7314

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

1. Agreement Number
2. Invoice Date
3. Invoice Number
4. Name and Address of the Airport Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail
6. Tax Identification Number
7. DUNS Number
8. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
9. Total Amount of Funds Requesting to be Disbursed by TSA
10. Remittance Address

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



The Airport's failure to submit a Proper Invoice within one (1) year of completion of service for any period of service may, in the sole discretion of TSA, result in delay of payment or no payment in the event appropriated funds are no longer available.

#### **ARTICLE IX – AUDITS (FEB 2017)**

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

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

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

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

#### **ARTICLE X – AUTHORIZED REPRESENTATIVES (FEB 2017)**

The TSA Contracting Officer (hereinafter defined) is the only person authorized to make any changes, approve any changes in the requirements of this Agreement, obligate funds and authorize the expenditure of funds.

The TSA Contracting Officer Representative (COR) (hereinafter defined) is responsible for the technical administration and liaison of this Agreement. The 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. The Airport will inform the TSA Contracting Officer in the event that the COR takes any action which is interpreted by the Airport as a change in scope or liability to either party.

## **TSA Contacts**

### **TSA Contracting Officer**

Brandon Prindle  
Contracting Officer  
Workforce & Enterprise Operations Division  
Office of Contracting and Procurement  
Transportation Security Administration  
601 S. 12<sup>th</sup> Street  
Arlington, VA 20598-6025  
Phone: 571-227-3002  
Email: [brandon.prindle@tsa.dhs.gov](mailto:brandon.prindle@tsa.dhs.gov)

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

Ronald Colbert  
Procurement Specialist  
Facilities and Infrastructure Branch  
Office of Finance and Administration  
Transportation Security Administration  
601 S. 12th Street  
Arlington, VA 20598-6025  
Phone: 571-227-3546  
Email: [ronald.colbert@tsa.dhs.gov](mailto:ronald.colbert@tsa.dhs.gov)

## **Airport Contacts**

### **Primary Contact**

Paul Grewal  
Contracts/Grants Administrator, Senior  
Broward County Aviation Department – Security Division  
Fort Lauderdale-Hollywood International Airport  
3545 SW 2<sup>nd</sup> Avenue  
Fort Lauderdale, FL 33315  
Office: 954-359-2277  
Cell: 954-826-0908  
Email: [pgrewal@broward.org](mailto:pgrewal@broward.org)

### **Secondary Contact**

Frank Capello  
Director of Security  
Broward County Aviation Department  
Fort Lauderdale-Hollywood International Airport  
2200 SW 45 Street, Suite 101  
Dania Beach, Florida 33312  
Office: 954-359-2356  
Cell: 954-288-7502  
Email: [fcapello@broward.org](mailto:fcapello@broward.org)

## **ARTICLE XI - LIMITATIONS ON LIABILITY (FEB 2017)**

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

## **ARTICLE XII – DISPUTES (FEB 2017)**

Where possible, disputes shall be resolved by informal discussion between the TSA Contracting Officer and the Director of Aviation of the Airport. 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 the Director of Aviation of the Airport or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, the Director of Aviation of the Airport may submit the dispute to the TSA Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Acquisition. The parties agree that the TSA Assistant Administrator for Acquisition's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

### **ARTICLE XIII – TERMINATION (FEB 2017)**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

### **ARTICLE XIV - CHANGES AND/OR MODIFICATIONS (FEB 2017)**

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the Director of Aviation of the Airport. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

### **ARTICLE XV - CONSTRUCTION OF THE AGREEMENT (FEB 2017)**

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

### **ARTICLE XVI - PROTECTION OF INFORMATION (FEB 2017)**

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

#### **A. Release of Technical Data**

No information, oral or written, concerning the scope of this Agreement, shall be published or released to the public without the prior written approval of the TSA Contracting Officer.

#### **B. Records and Release of Information**

In the event the Airport receives Sensitive Security Information (SSI) pursuant to this Agreement, as defined in 49 CFR Part 1520, the SSI shall be handled in accordance with that regulation and TSA policies. All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

#### **C. Media**

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the TSA Contracting Officer.

**ARTICLE XVII - ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (FEB 2017)  
(RESERVED)**

**ARTICLE XVIII – IMPROVEMENTS OR ALTERATIONS (FEB 2017)**

- A. TSA, at its sole expense, shall have the right to make such additions, improvements, modifications, revisions or other alterations within the Space as are necessary for required security operations at the Property. To the extent required under federal law, TSA’s contractors will abide by state and local permitting requirements when making alterations to the Space. The Airport shall use its best efforts to support TSA in obtaining required permits in a timely fashion so as to minimize delay.
  
- B. TSA shall, whenever possible, notify the Airport in advance when any additions, improvements, modifications, revisions or other alterations to the Space are planned, and shall coordinate such alterations with Airport. In addition, upon completion, TSA will allow the Airport to inspect the same and will provide an updated set of working drawings showing the current as-built condition of the Space. The Airport will safeguard such as-built drawings from unauthorized access or disclosure as Sensitive Security Information in accordance with the requirements of 49 C.F.R. part 1520.

**ARTICLE XIX – GOVERNING LAW (FEB 2017)**

Federal law governs this Agreement. Airport shall comply with all federal, state and local laws applicable to Airport as owner of the Property, provided that nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the Airport. TSA will comply with all federal, state and local laws applicable to and enforceable against TSA under federal law, provided that nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the TSA. The Airport is required by the terms of certain grant assurances entered into with the Federal Aviation Administration to include certain clauses in all contracts; TSA shall be bound by those clauses to the degree required by federal law.

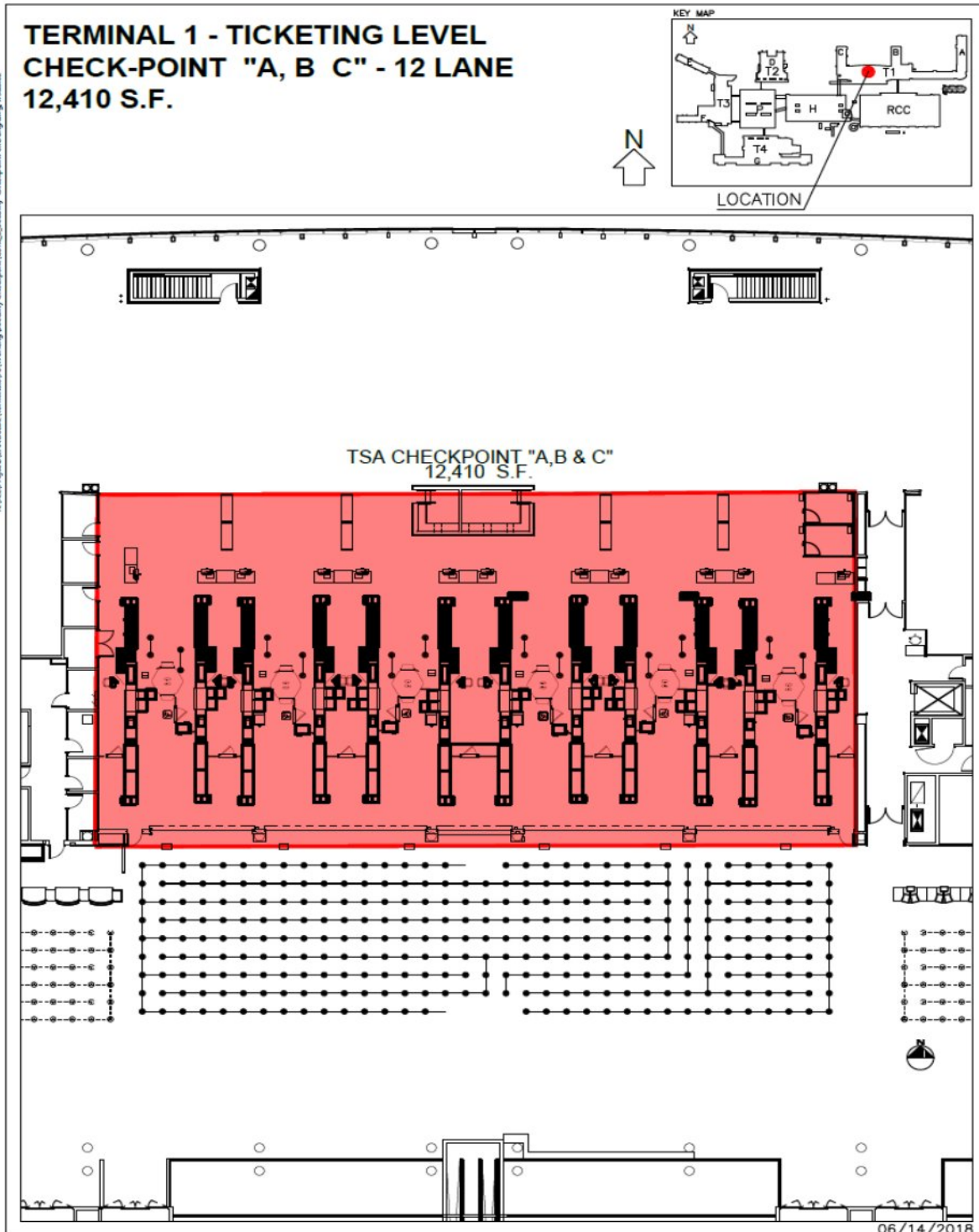
**Exhibit 1A**

**TSA Space Summary**

<b>TSA Space</b>	<b>Janitorial Sq. Ft.</b>
Total Passenger Screening	<b>46,930</b>

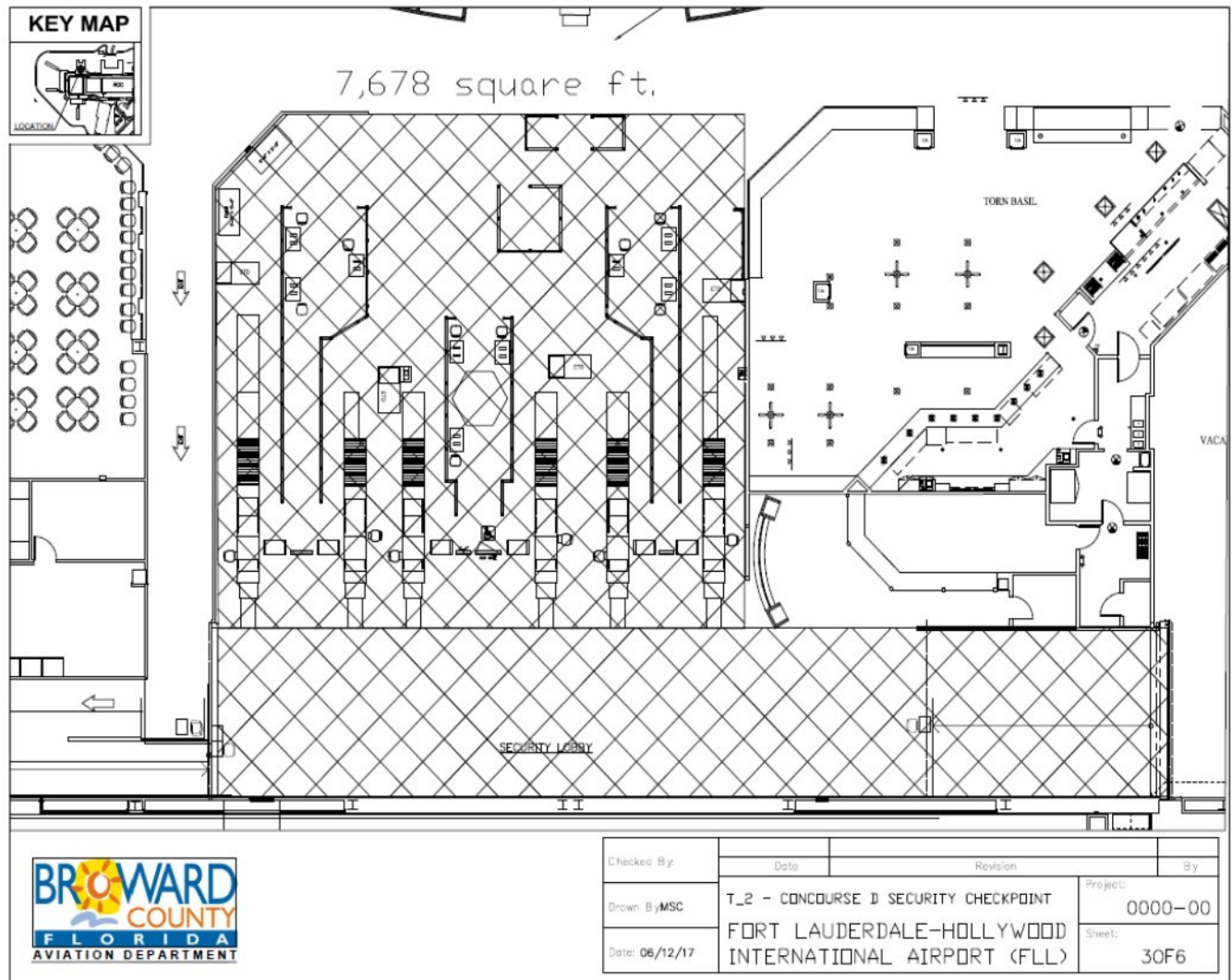
<b>TSA Space</b>	<b>Janitorial Sq. Ft.</b>
TSA Checkpoint Passenger Screening Space	
Terminal 1	12,410
Concourse D	7,678
Concourse E	7,791
Concourse F	6,724
Concourse G	12,327
<b>Total</b>	<b>46,930</b>

Exhibit 1B  
TSA Space CAD Drawings



**Exhibit 1B, continued**  
**TSA Space CAD Drawings**

**Concourse D –as of June 2017**





**Exhibit 1B, continued**  
**TSA Space CAD Drawings**

**Concourse E –as of June 2017**

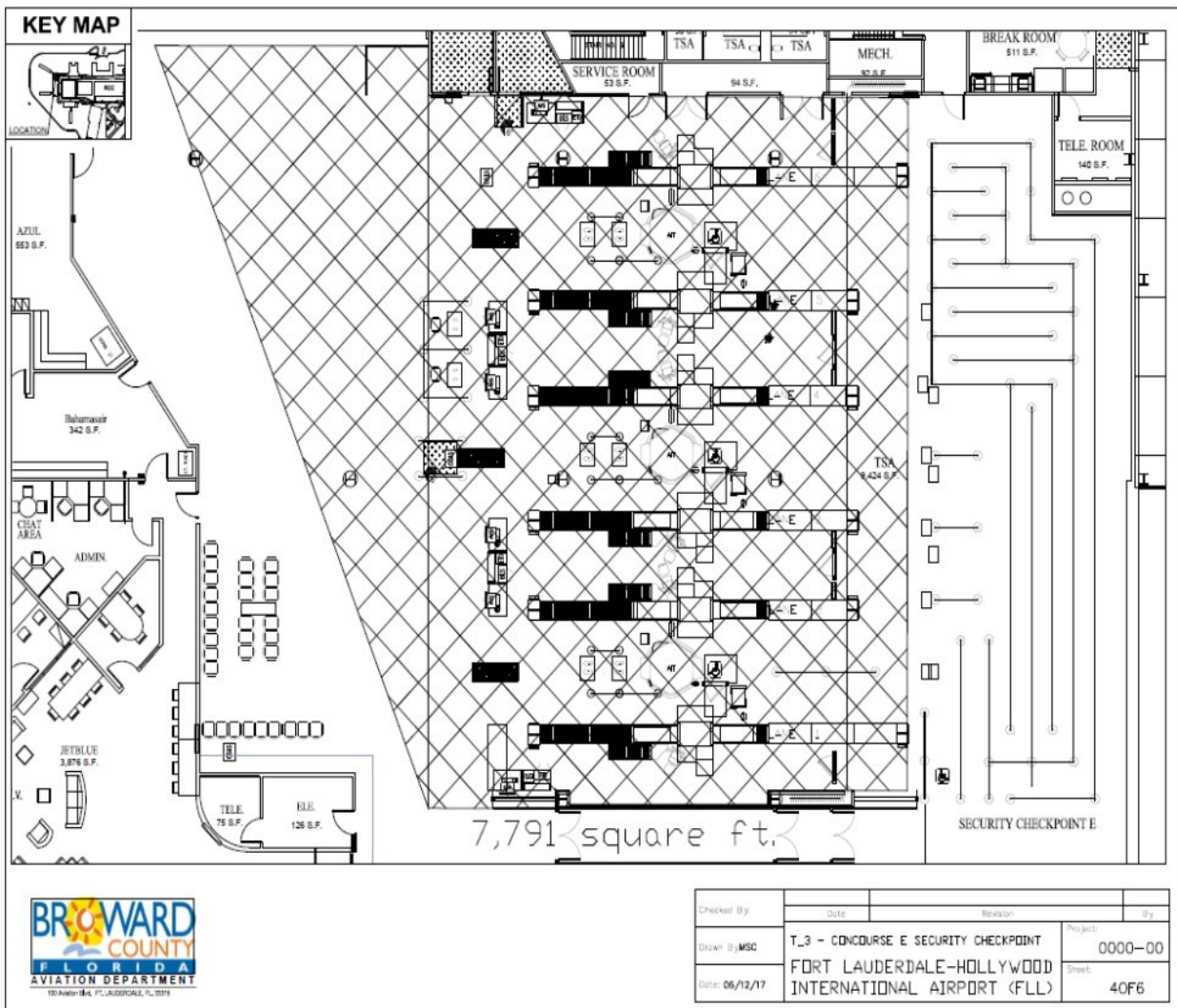
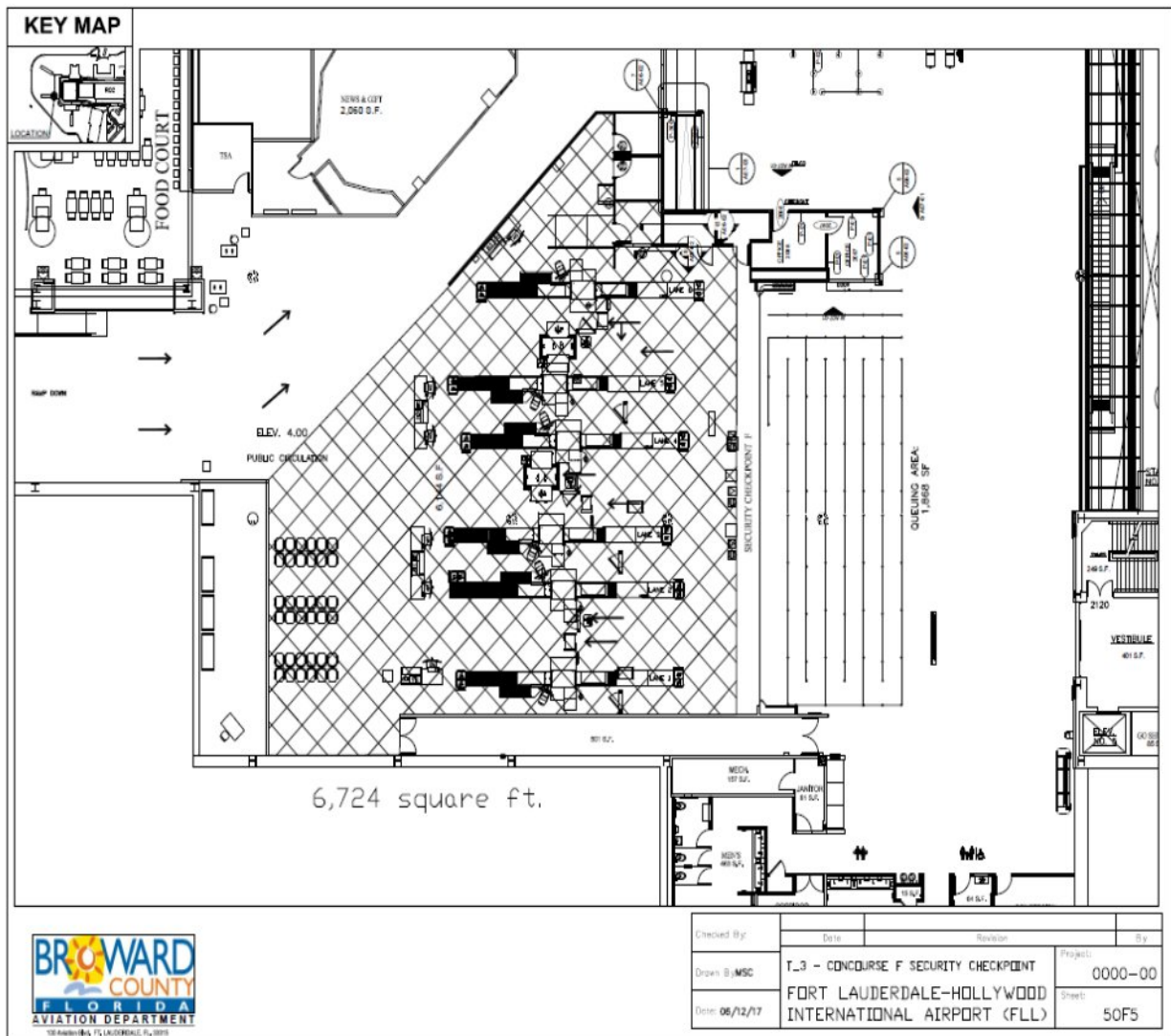


Exhibit 1B, continued  
TSA Space CAD Drawings

Concourse F –as of June 2017

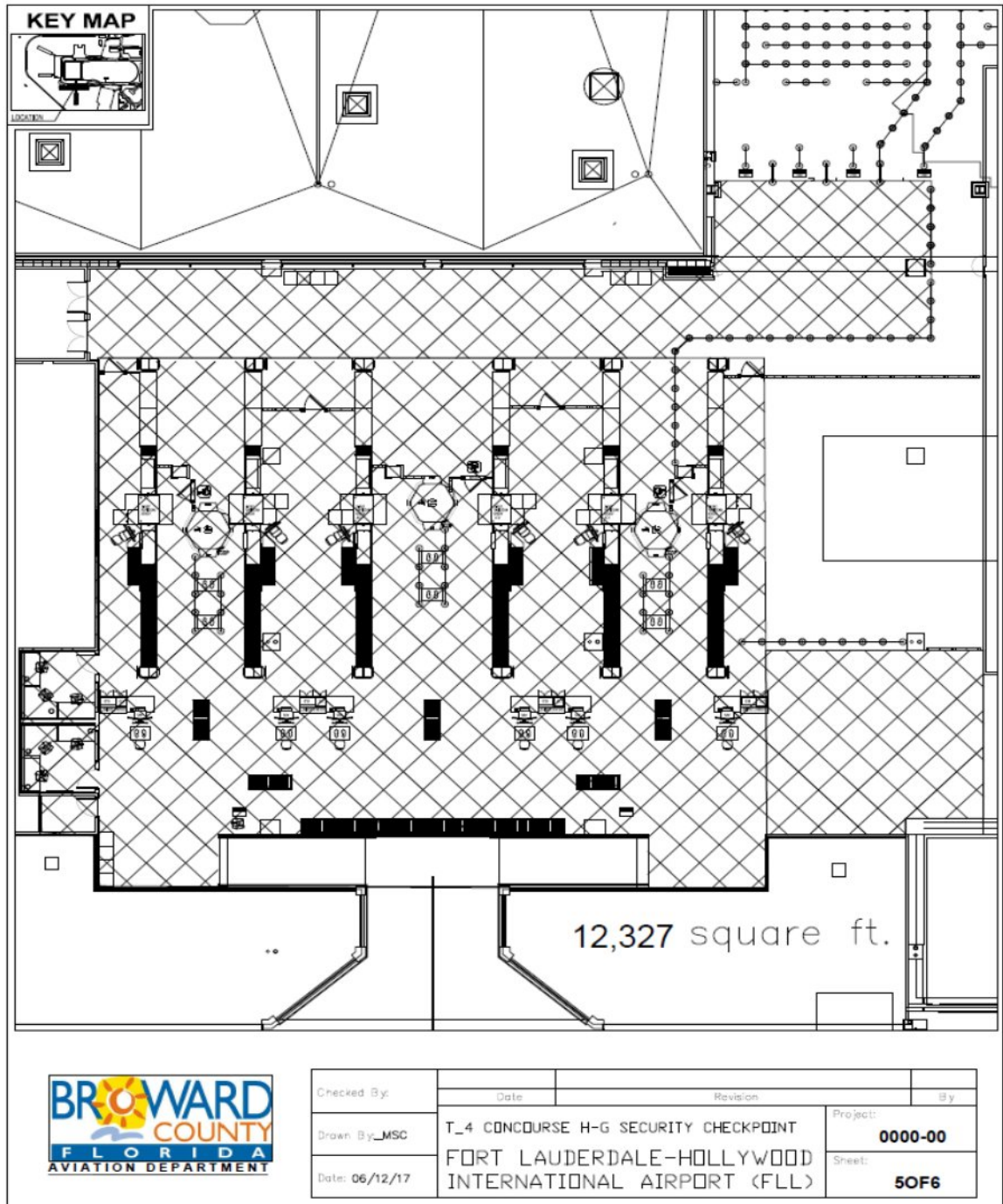


Checked By:	Date:	Revision:	By:
Drawn: B/MSC	06/12/17	T_3 - CONCOURSE F SECURITY CHECKPOINT	0000-00
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (FLL)			Sheet: 50F5

Exhibit 1B, continued

TSA Space CAD Drawings

Concourse G – updated as of June 2018





## Exhibit 2

### TSA Electrical Costs

version 12  
updated: 06/25/2018  
by TSA Staff: Doug Notman

Exhibit 2  
TSA Screening Equipment Power Consumption Estimate  
FLL OTA 70T01018T9NCKP106  
Effective as of September 1, 2018

Version: 12	Input Cost per KWH (\$)	\$0.07518							
	Equipment	Operating Time (Hours):	Idle Time (Hours):	Turned Off Time (Hours):	Number of Machines:	Per Unit Cost per day (\$)	Total Cost per Day	Total Cost per Month	Total Cost per Year
EDS:	InVision CTX-2500 [GE]	16.0				\$2.526	\$0.00	\$0.00	\$0.00
	InVision CTX-5500 [GE]	16.0				\$3.609	\$0.00	\$0.00	\$0.00
	InVision CTX-9000 [GE, Morpho]	16.0				\$11.668	\$0.00	\$0.00	\$0.00
	InVision CTX-9400 [GE, Morpho]	16.0				\$11.668	\$0.00	\$0.00	\$0.00
	InVision CTX-9800 [GE, Morpho]	18.0		6.0	3.0	\$13.126	\$39.38	\$1,197.79	\$14,373.44
	L3 eXaminer	19.0		5.0	18.0	\$7.856	\$141.41	\$4,301.33	\$51,615.96
ETD:	UPS	24.0			13.0	\$2.165	\$28.15	\$856.15	\$10,273.80
	CT-80 [Reveal]	16.0				\$2.526	\$0.00	\$0.00	\$0.00
	Smiths Detection Ionscan 400B [Barringer]	16.0				\$0.217	\$0.00	\$0.00	\$0.00
	Thermo Detection EGIS II	16.0				\$2.075	\$0.00	\$0.00	\$0.00
	Itemiser II [Morpho Detection, GE, Ion Track]	16.0				\$0.120	\$0.00	\$0.00	\$0.00
	Itemiser DX [Morpho Detection, GE]	24.0				\$0.178	\$14.44	\$439.20	\$5,270.46
ETP:	Implant Sciences QS220B	16.0				\$0.119	\$0.00	\$0.00	\$0.00
	Smith Detection Ionscan 500DT	16.0				\$0.337	\$0.00	\$0.00	\$0.00
	EntryScan3e [GE]	16.0				\$1.443	\$0.00	\$0.00	\$0.00
	Smith Detection Sentinel II	16.0				\$6.255	\$0.00	\$0.00	\$0.00
	X-Ray Equipment:								
	TRX								
AT1	Rapiscan 520B	16.0				\$1.383	\$0.00	\$0.00	\$0.00
	Rapiscan 522B	16.0				\$1.383	\$0.00	\$0.00	\$0.00
	Rapiscan 519	16.0				\$0.722	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 110 [L3]	16.0				\$2.075	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 208 [L3]	16.0				\$2.075	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 237 [L3]	16.0				\$2.075	\$0.00	\$0.00	\$0.00
	EG&G	16.0				\$2.075	\$0.00	\$0.00	\$0.00
	Heimann 6040i [Smiths Detection]	16.0				\$0.692	\$0.00	\$0.00	\$0.00
	Heimann 7555i [Smiths Detection]	16.0				\$0.692	\$0.00	\$0.00	\$0.00
	Heimann 5030i [Smiths Detection]	16.0				\$1.383	\$0.00	\$0.00	\$0.00
	Rapiscan 620DV	19.0		5.0	38.0	\$1.428	\$54.28	\$1,651.02	\$19,812.19
	Heimann 6040aTiX [Smiths Detection]	16.0				\$1.466	\$0.00	\$0.00	\$0.00
AT2 Scanner									
AT2 AVS	Rapiscan-620DV	16.0				\$1.468	\$0.00	\$0.00	\$0.00
	L3 ACX-6.4MV	16.0				\$1.670	\$0.00	\$0.00	\$0.00
	Smiths Heimann-6040aTiX	16.0				\$2.112	\$0.00	\$0.00	\$0.00
WTMD Equipment:	Rapiscan-620DV	19.0		5.0	38.0	\$0.286	\$10.86	\$330.20	\$3,962.44
	L3 ACX-6.4MV	16.0				\$0.120	\$0.00	\$0.00	\$0.00
	Smiths Heimann-6040aTiX	16.0				\$0.120	\$0.00	\$0.00	\$0.00
AIT Scanner	CEIA 02PN20	24.0			19.0	\$0.072	\$1.37	\$41.71	\$500.52
	Metorex 200D Rapiscan	16.0				\$0.048	\$0.00	\$0.00	\$0.00
	Garrett 6500i Enhanced Metal Detector	16.0				\$0.042	\$0.00	\$0.00	\$0.00
AIT IO Workstation	Rapiscan-Secure1000	16.0				\$1.107	\$0.00	\$0.00	\$0.00
	L3 Provision-SC100	19.0	5.0		16.0	\$1.179	\$18.86	\$573.69	\$6,884.32
BLS Equipment:	Rapiscan-Secure1000	16.0				\$0.120	\$0.00	\$0.00	\$0.00
	L3 Provision-SC100	16.0				\$0.120	\$0.00	\$0.00	\$0.00
	Thermo Fisher Scientific TruScreen [Ahura]	16.0				\$0.018	\$0.00	\$0.00	\$0.00
Operational Equipment	Ceia EMA-MS	24.0			22.0	\$0.002	\$0.04	\$1.21	\$14.49
	Smiths Responder	16.0				\$0.002	\$0.00	\$0.00	\$0.00
	Motorola Quantar Repeater/Station	24.0			1	\$0.180	\$0.18	\$5.49	\$65.86
							Total Cost per Day	Total Cost per Month	Total Cost per Year
							\$308.97	\$9,397.79	\$112,773.46
							**	\$9,397.79	\$112,773.48
							** the annual amount is rounded for invoicing purposes.		

**Exhibit 3**

**TSA Janitorial Services**

The Airport or its contractor shall provide the following services, **as applicable**, at the specified frequencies or as needed to accommodate surge conditions:

SERVICE	FREQUENCY
(a) Remove trash	Twice daily
(b) Vacuum carpets	Daily
(c) Sweep and mop passenger checkpoint floors	Daily
(d) Clean screening tables	Daily
(e) Dust TSA equipment, desks, light fixtures, and any other horizontal surfaces within Space	Weekly
(f) Mop baggage screening floor areas	Weekly
(g) Shampoo carpets	As needed
(h) Hot water extraction of carpets	Monthly

Janitorial Services shall be performed throughout the Space unless otherwise indicated. Special services, to include the clean-up of bio-hazardous spills, shall be provided immediately upon request of TSA personnel.

**Exhibit 4**

**TSA Janitorial Costs**

<b>Annual Cleaning Rate</b>	<b>Total TSA Janitorial Space</b>	<b>Annual Janitorial Costs</b>
\$9.66 per sq. ft.	46,930 sq. ft.	***\$453,343.80 annual cost \$37,778.65 monthly cost  ***The annual amount is rounded for invoicing purposes

**Janitorial Cost Summary**

	<b>Sq. Ft</b>	<b>%</b>	<b>Annual Cleaning Rate Per Sq. Ft.</b>	<b>FY18 Annual Amount</b>	<b>FY18 Monthly Amount</b>
Total Airport Janitorial Space to be cleaned. Janitorial Services are provided by the Airport's Janitorial Contractor.	1,507,565	100%	\$9.655	\$14,556,157.91	
TSA Janitorial Space and Annual Janitorial Amount	46,930	3.11%	** \$9.66	\$453,343.80	\$37,778.65

\*\* the annual cleaning rate is rounded for invoicing purposes.