

Res 88

Dane County Contract Cover Sheet

Dept./Division	AIRPORT
Vendor Name	TRANSPORTATION SECURITY ADMIN (TSA)
Vendor MUNIS #	14405
Brief Contract Title/Description	Provides for reimbursement to Dane County Regional Airport for electrical consumption costs related to check-point space.
Contract Term	5 year (w/ renewals)
Total Contract Amount	\$ 37,040.40

Contract # <small>Admin will assign</small>	13425
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	AIRTERM	Obj Code	83335	Amount	\$ 7408.80
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	088
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	6/25/18		
ew	Controller		6/27/18	
Be	Purchasing	6/28/18	6/28/18	
	Corporation Counsel	6/27/18	6/28/18	
	Risk Management	6/27/18	6/27/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Kimberly S. Jones	Name	TSA - Amy Dallaire
Phone #	(608) 246-3391	Phone #	571-227-4783
Email	jones.kimberly@msnairport.com	Email	amy.dallaire@tsa.dhs.gov
Address	4000 International Lane, Mad., WI 53704	Address	601 S. 12 th Street Arlington, VA 20598-6025

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.


Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	<i>Kimberly S. Jones</i>	6/25/18
	Printed Name	
	Kimberly S. Jones, Acting Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

 Transportation Security Administration		OTHER TRANSACTION AGREEMENT	
OTA NUMBER:		REQUISITION NUMBER:	
70T01018T9NCKP029		2118208CKP029	
ISSUED TO:		ISSUED BY:	
Dane County Regional Airport 4000 International Lane, STE 15 Madison, WI 53704 Attn: Kimberly S. Jones Title: Deputy Airport Director Phone: 608-246-3391 Email: jones.kimberly@msnairport.com EIN: 396005684 DUNS: 027627454		Transportation Security Administration Office of Contracting and Procurement Workforce & Enterprise Operations Acquisition Division 601 S 12 th Street Arlington, VA 20598-6025 Contract Specialist: Amy Dallaire Phone: 571-227-4783 Email: amy.dallaire@tsa.dhs.gov	
PROGRAM			
<p>Program: Other Transaction Agreement (OTA) for Use of Space and Cost Reimbursement for TSA Security Checkpoint and Baggage Screening Areas.</p> <p>Five-Year OTA Period of Performance: Period of Performance begins at date of award</p> <p>Current Period of Performance: Date of award - 12 months</p> <p>NAICS: 488119 PSC: S112</p>			
FISCAL DATA			
<p>Accounting Line: See page 3 for Accounting and Appropriation Data</p> <p>Total Estimated Five-Year OTA Value: \$37,040.40</p> <p>Current Obligated Amount: \$7,408.80</p>			
PURPOSE			
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 costs at the TSA security checkpoint and baggage screening areas at Dane County Regional Airport.			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
Participant's Signature		Contracting Officer's Signature	
Date		Date	
Joe Parisi / Dane County Executive		Sam Heim / Contracting Officer	

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	6/1/18 – 5/31/19	12	Month	\$617.40	\$7,408.08
10001	Year Two: Option Period One Fixed TSA Electrical Costs	6/1/19 – 5/31/20	12	Month	\$617.40	\$7,408.08
20001	Year Three: Option Period Two Fixed TSA Electrical Costs	6/1/20 – 5/31/21	12	Month	\$617.40	\$7,408.08
30001	Year Four: Option Period Three Fixed TSA Electrical Costs	6/1/21 – 5/31/22	12	Month	\$617.40	\$7,408.08
40001	Year Five: Option Period Four Fixed TSA Electrical Costs	6/1/22 – 5/31/23	12	Month	\$617.40	\$7,408.08
Total Estimated OTA Value:						

2. Current Obligated Amount

	Annual Amount	Pro-rated Monthly Amount	Months	Obligated Amount
Electrical Costs **	\$7,408.08	\$617.40	12	\$7,408.08
Total Amount	\$7,408.08	\$617.40		\$7,408.08

** 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
2118208CKP029	00001	Electrical	\$7,408.08	5OS189A000D2018SWE070GE 000077006400648REM/590300 1218030000/233T/TSA DIRECT/DEF. TASK
Total Amount				

4. Total Obligated Funding

The total obligated funding for this Agreement is \$7,408.08.

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 (hereinafter referred to as the “Government”) Transportation Security Administration (hereinafter referred to as “TSA”) and the Dane County Regional Airport on behalf of Dane County, Wisconsin. The TSA and the Dane County Regional Airport (hereinafter referred to as 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 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” (hereinafter referred to as “Space”).

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 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 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 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 Dane County Regional Airport, located in Dane County, State of Wisconsin and having an address at 4000 International Lane, Madison, WI 53704 ("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 Airport, such approval not to be unreasonably withheld, conditioned or delayed. If Airport does not provide such approval, TSA may proceed pursuant to its legal authority to provide security at airport checkpoints. In addition, temporary additions to and deletions from the Space, or temporary adjustments thereto, may be made at the verbal request of the TSA. TSA's use and occupancy of other areas at the Property, such as the offices of 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 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 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.

ARTICLE V - EFFECTIVE DATE AND TERM (FEB 2017)

This Agreement shall commence on the Effective Date, **6/1/18**, 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.

This Agreement may be extended for four (4) one (1) year terms ("Option Terms") on each anniversary of the Effective Date unless terminated as provided in Article XIII, not to exceed five (5) years.

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 no more than **\$7,408.08** for performance of this Agreement. Funding of the Option Terms shall be provided upon TSA's exercise of said option. Funding for all option years is subject to the availability of funds.

After the initial 12-month term, annual funding shall be unilaterally awarded by TSA at the current funding level unless the Airport requests an amendment to the Agreement. OTA modifications that amend the Agreement shall be bilaterally awarded.

The Airport shall submit a proposed amendment with all required documentation to substantiate the proposed changes to this Agreement no later than 60 days prior to the current period of performance expiration date. All changes shall become effective upon the execution of a modification to this Agreement. 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 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. 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.3. 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. 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

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

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 relevant financial records for each Airport facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, 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 settlement. Records relating to appeals under the "Disputes" provision in Article XI 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 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 COR 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 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

Contracting Officer

Sam Heim
Contracting Officer
Workforce & Enterprise Operations Division
Office of Contracting and Procurement
Transportation Security Administration
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-4288
Email: Sam.Heim1@tsa.dhs.gov

Contracting Officer's Representative

Rafiqul Islam
Program Manager
Facilities and Infrastructure Branch
Office of Finance and Administration
Transportation Security Administration
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-5173
Email: rafiqul.islam@tsa.dhs.gov

Airport Contacts

Primary Contact

Kimberly S. Jones
Deputy Airport Director
Dane County Regional Airport
4000 International Lane, STE 15
Madison, WI 53704
Phone: 608-246-3391
Email: jones.kimberly@msnairport.com

Secondary Contact

Name
Title
Airport
Address
City, State Zip
Phone:
Email:

ARTICLE XI - LIMITATIONS ON LIABILITY (FEB 2017)

- A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.
- B. The 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 Contracting Officer for TSA and an authorized representative 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 a duly authorized representative 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, Airport may submit the dispute to the Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed 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 authorized representative 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 Contracting Officer.

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

ARTICLE XVIII – IMPROVEMENTS OR ALTERATIONS (FEB 2017)

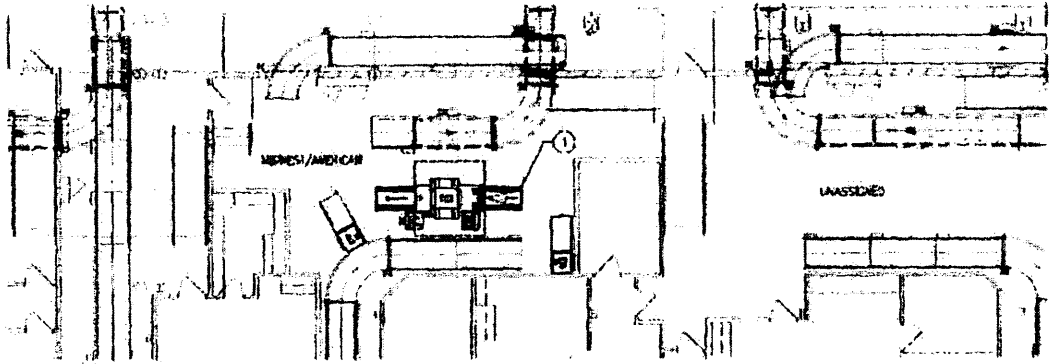
- A. To the extent required under federal law, TSA's contractors will abide by state and local permitting requirements when making alterations to the Space. The Airport shall use its best efforts to support TSA in obtaining required permits in a timely fashion so as to minimize delay.
- B. TSA shall, 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. 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.

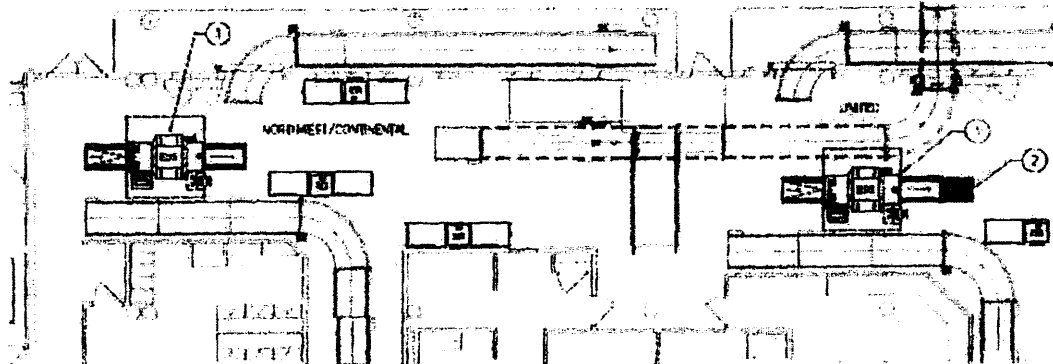
Exhibit I

Baggage Screening Pod 3

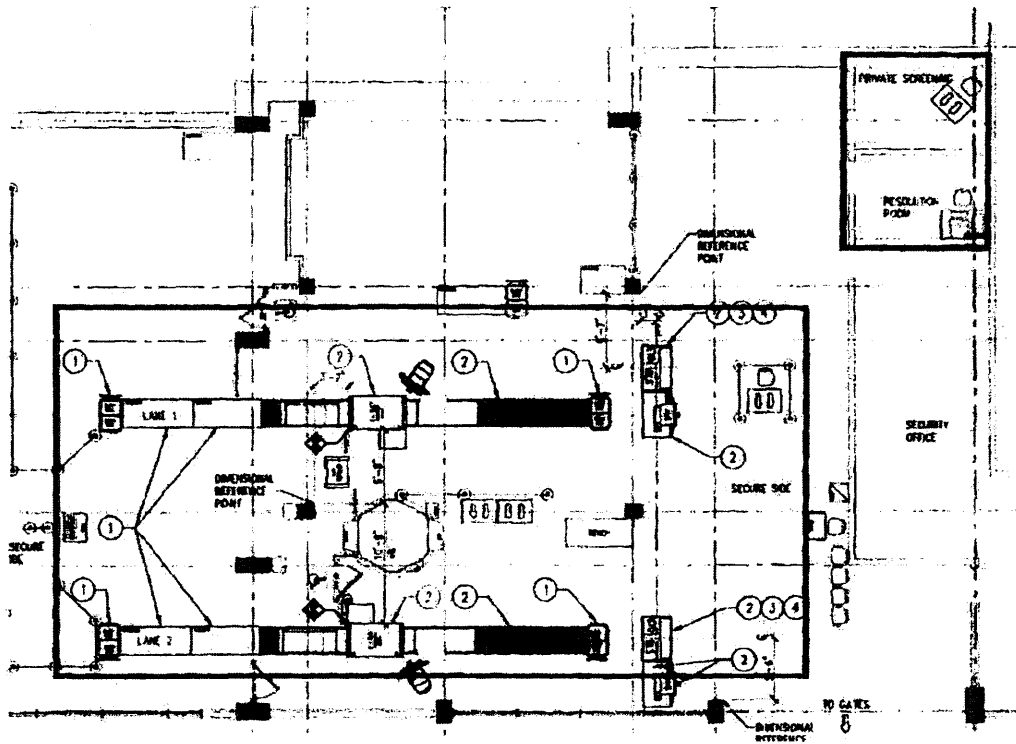


Baggage Screening Pod 5

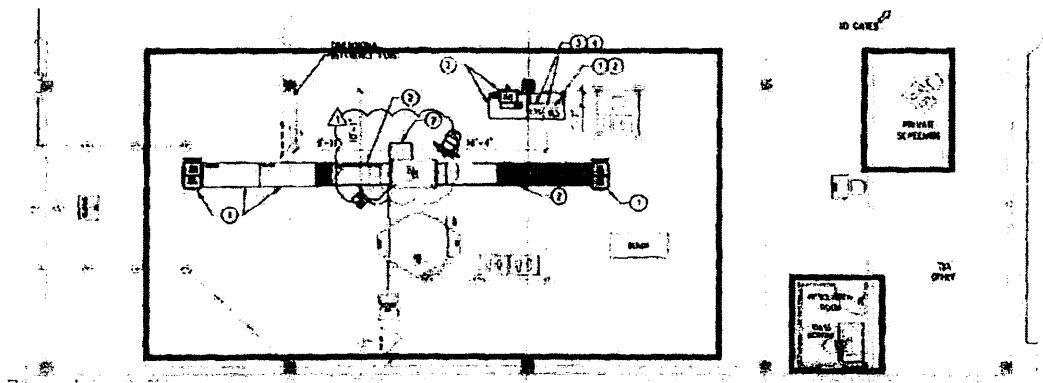
Baggage Screening Pod 4



Main Security Checkpoint (Checkpoint Alpha)



Secondary Security Checkpoint (Checkpoint Bravo)



Radio Repeater Location

Airport Air Freight Building
3521 International Lane
Midvale, Wisconsin 53704

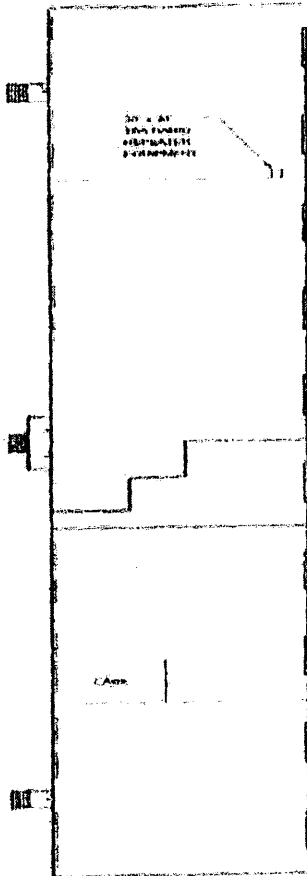


Exhibit 2
TSA Screening Equipment Power Consumption Estimate
MSN AIRPORT
OTA # 70T01018T9NCKP029
Base Year
Effective as of June, 2018

Version: 12	Input Cost per KWH (\$)	\$0.1043								
	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				\$3.506	\$0.00	\$0.00	\$0.00	
	InVision CTX-5500 [GE]	16.0				\$5.008	\$0.00	\$0.00	\$0.00	
	InVision CTX-9000 [GE, Morpho]	16.0				\$16.194	\$0.00	\$0.00	\$0.00	
	InVision CTX-9400 [GE, Morpho]	16.0				\$16.194	\$0.00	\$0.00	\$0.00	
	InVision CTX-9800 [GE, Morpho]	16.0				\$16.194	\$0.00	\$0.00	\$0.00	
	L3 eXaminer	16.0				\$9.182	\$0.00	\$0.00	\$0.00	
	UPS	16.0				\$2.003	\$0.00	\$0.00	\$0.00	
	CT-80 [Reveal]	8.0	8.0	8.0	3.0	\$3.506	\$10.52	\$319.91	\$3,838.88	
ETD:	Smiths Detection Ionscan 400B [Barringer]	16.0				\$0.300	\$0.00	\$0.00	\$0.00	
	Thermo Detection EGIS II	16.0				\$2.880	\$0.00	\$0.00	\$0.00	
	Itemiser II [Morpho Detection, GE, Ion Track]	16.0				\$0.167	\$0.00	\$0.00	\$0.00	
	Itemiser DX [Morpho Detection, GE]	16.0				\$0.165	\$0.00	\$0.00	\$0.00	
	Implant Sciences QS220B	16.0			13.0	\$0.165	\$2.14	\$65.22	\$782.64	
	Smith Detection Ionscan 500DT	16.0				\$0.467	\$0.00	\$0.00	\$0.00	
ETP:	EntryScan3e [GE]	16.0				\$2.003	\$0.00	\$0.00	\$0.00	
	Smith Detection Sentinel II	16.0				\$8.681	\$0.00	\$0.00	\$0.00	
X-Ray Equipment:										
TRX	Rapiscan 520B	16.0				\$1.920	\$0.00	\$0.00	\$0.00	
	Rapiscan 522B	16.0				\$1.920	\$0.00	\$0.00	\$0.00	
	Rapiscan 519	16.0				\$1.002	\$0.00	\$0.00	\$0.00	
	PerkinElmer Linescan 110 [L3]	16.0				\$2.880	\$0.00	\$0.00	\$0.00	
	PerkinElmer Linescan 208 [L3]	16.0				\$2.880	\$0.00	\$0.00	\$0.00	
	PerkinElmer Linescan 237 [L3]	16.0				\$2.880	\$0.00	\$0.00	\$0.00	
	EG&G	16.0				\$2.880	\$0.00	\$0.00	\$0.00	
	Heimann 6040i [Smiths Detection]	16.0				\$0.960	\$0.00	\$0.00	\$0.00	
	Heimann 7555i [Smiths Detection]	16.0				\$0.960	\$0.00	\$0.00	\$0.00	
	Heimann 5030i [Smiths Detection]	16.0				\$1.920	\$0.00	\$0.00	\$0.00	
AT1	Rapiscan 620DV	16.0				\$1.669	\$0.00	\$0.00	\$0.00	
	Heimann 6040aTix [Smiths Detection]	16.0				\$2.035	\$0.00	\$0.00	\$0.00	
AT2 Scanner	Rapiscan-620DV	8.0	8.0	8.0	3.0	\$1.770	\$5.31	\$161.48	\$1,937.72	
	L3 ACX-6.4MV	16.0				\$2.317	\$0.00	\$0.00	\$0.00	
	Smiths Heimann-6040aTix	16.0				\$2.932	\$0.00	\$0.00	\$0.00	
AT2 AV5	Rapiscan-620DV	16.0				\$0.334	\$0.00	\$0.00	\$0.00	
	L3 ACX-6.4MV	16.0				\$0.167	\$0.00	\$0.00	\$0.00	
	Smiths Heimann-6040aTix	16.0				\$0.167	\$0.00	\$0.00	\$0.00	
WTMD Equipment:	CEIA 02PN20	16.0	8.0		2.0	\$0.100	\$0.20	\$6.09	\$73.12	
	Metorex 200D Rapiscan	16.0				\$0.067	\$0.00	\$0.00	\$0.00	
	Garrett 6500i Enhanced Metal Detector	16.0				\$0.058	\$0.00	\$0.00	\$0.00	
AIT Scanner	Rapiscan-Secure1000	16.0				\$1.536	\$0.00	\$0.00	\$0.00	
	L3 Provision-SC100	8.0	8.0	8.0	2.0	\$0.935	\$1.87	\$56.87	\$682.47	
AIT IO Workstation	Rapiscan-Secure1000	16.0				\$0.167	\$0.00	\$0.00	\$0.00	
	L3 Provision-SC100	16.0				\$0.167	\$0.00	\$0.00	\$0.00	
BLS Equipment:	Thermo Fisher Scientific TruScreen [Ahura]	16.0				\$0.025	\$0.00	\$0.00	\$0.00	
	Ceia EMA-MS	16.0				\$0.002	\$0.00	\$0.00	\$0.00	
	Smiths Responder	8.0	8.0	8.0	3.0	\$0.002	\$0.01	\$0.21	\$2.56	
Operational Equipment	RELM WIRELESS / KNG-R150TSA Repeater	24.0			1	\$0.250	\$0.25	\$7.62	\$91.40	
							Total Cost per Day	Total Cost per Month	Total Cost per Year	
							\$20.30	\$617.40	\$7,408.79	
							**	\$617.40	\$7,408.80	
							** the annual amount is rounded for invoicing purposes.			
	Notes:	<p>Operating Time: Time the system is expected to be on and in use. The value is a weighted average based on the utilization rates determined for each system. Example being the AIT is not always performing a scan, due to the time required for the passenger to enter the system and the fact that checkpoints are not continuously in a fully loaded condition, thus the operating time power consumption value is a weighted average between the power used to perform a scan and the power used while the system is idle.</p> <p>Idle Time: Time the system is powered on but not expected to be screening.</p> <p>Turned Off Time: Time the system is turned completely off but is still plugged in and thus may be drawing a small amount of power.</p>								