Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(G)

From: George M. Burgess
County Manager

Subject: Ratification of Acceptance and Execution of Other Transaction Agreement #HSTS04-08-H-CT1233 with the Transportation Security Administration (TSA) for a total Grant amounting to $54,400,000

RECOMMENDATION

It is recommended that the Board adopt the attached resolution ratifying the actions of the Mayor or his designee, pursuant to provisions of the Aviation Department's Expedite Ordinance No. 95-64, codified as Section 2-285 (6) of the Miami-Dade County Code, in accepting and executing Other Transaction Agreement #HSTS04-08-H-CT1233 between Miami-Dade County and the Transportation Security Administration (TSA) relating to the Checked Baggage Inspection System (CBIS) at Miami International Airport's (MIA) North Terminal that provides financial assistance to the County up to $54,400,000. It is further recommended that the Board authorize the Mayor or his designee to execute any further modifications or amendments to this agreement.

SCOPE

The program associated with this Other Transaction Agreement is located within Commission District Six, Rebeca Sosa.

FISCAL IMPACT

This agreement represents a TSA cost-sharing obligation for seventy-five (75%) of eligible costs up to $54,400,000 for the design and construction of an integrated and automated checked baggage Explosive Detection System within MIA's North Terminal. The Miami-Dade Aviation Department's (MDAD) 25% cost-sharing obligation is $18,133,333 and will be funded by Aviation Revenue Bonds.

The Aviation Department continues to pursue all available avenues to obtain a 90/10 reimbursement ratio, with MIA contributing only a 10% local match as was clearly the mandate of the 9/11 Commission Recommendations legislation (P.L. 110-53) and the FY 2008 Consolidated Appropriations Resolution.

PROJECT MONITOR

Lauren Stover, Assistant Aviation Director

BACKGROUND

Following the enactment of the Aviation Transportation Security Act (ATSA), which required 100% explosive detection screening of passenger checked baggage, the Aviation Department and the TSA agreed on an initial Explosive Detection System (EDS) deployment plan with the intention of developing a long-term solution that would provide better passenger circulation and a more operational and passenger-friendly solution.

The initial plan deployed screening equipment in the second level terminal area, the first level baggage make-up area and outside the international Federal Inspection Service (FIS) facilities. This initial deployment plan created congestion in the terminal and an inconvenience to MIA customers. It was determined that the most effective and efficient means of meeting the ATSA baggage screening requirement was to integrate an EDS baggage screening system in-line with the North Terminal baggage handling system.

At that time, the NTD baggage handling system was designed, contracted and under construction. The original design was modified to meet TSA required changes to include the installation of baggage conveyor components, mechanical, plumbing, electrical, telecommunications infrastructure, and baggage screening matrix able to support the installation of EDS machines, Explosive Trace Detection (ETD) resolution area(s), remote multiplexed On-Screen Resolution (OSR) rooms, and the installation of hardware and software for use with an in-line baggage screening application.

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and other responsibilities of the TSA and MDAD with respect to the in-line baggage screening solution. This project will result in enhanced baggage screening capabilities and throughput and an improved travel experience for MIA's customers.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 30, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(G)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

2

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(G)
6-30-09

RESOLUTION NO. _____

RESOLUTION RATIFYING ACTION OF COUNTY MANAGER, PURSUANT TO PROVISIONS OF ORDINANCE NO. 95-64, IN ACCEPTING AND EXECUTING AN OTHER TRANSACTION AGREEMENT (OTA) NUMBER WITH THE TRANSPORTATION SECURITY AGENCY, PROVIDING FOR REIMBURSEMENT OF $54,400,000.00 FOR WORK RELATED TO NORTH TERMINAL DEVELOPMENT AT MIAMI INTERNATIONAL AIRPORT

WHEREAS, this Board desires to accomplish the purposes set forth in the accompanying memorandum and documents, copies of which are incorporated herein by reference; and

WHEREAS, the County Manager has accepted and executed an Other Transaction Agreement (OTA) with the Transportation Security Agency (TSA), in accordance with the provisions of Ordinance No. 95-64; and

WHEREAS, the OTA provides funding by TSA, in the amount of $54,400,000.00 for construction, rehabilitation and expansion of portions of the North Terminal Development project currently ongoing at Miami International Airport, all as more particularly set forth in the accompanying memorandum from the County Manager; and

WHEREAS, this Board desires to ratify the execution of the said OTA, as required by the said Ordinance,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves and ratifies the actions of the County Manager, pursuant to the provisions of Ordinance No. 95-64, in accepting and executing an OTA provides funding by TSA, in the amount of

$54,400,000.00 for construction, rehabilitation and expansion of portions of the North Terminal Development project currently ongoing at Miami International Airport, all as more particularly set forth in the accompanying memorandum from the County Manager; and further, this Board authorizes the County Manager or designee to execute any subsequent supplemental agreements thereto, with subsequent ratification by this Board.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DMM

David M. Murray

OTHER TRANSACTION AGREEMENT

BETWEEN

U. S. DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION

AND

MIAMI-DADE COUNTY
THROUGH
MIAMI-DADE AVIATION DEPARTMENT

RELATING TO

MIAMI INTERNATIONAL AIRPORT

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)

HSTS04-08-H-CT1233

6

ARTICLE I – PARTIES

The parties to this Other Transaction Agreement (Agreement) are the Transportation Security Administration (TSA), U. S. Department of Homeland Security (DHS) and the Miami-Dade Aviation Department (MDAD) relating to the Miami International Airport (Airport or MIA). The TSA and MDAD agree to cooperate in good faith and to perform their respective obligations in executing the purpose of this Agreement.

ARTICLE II – LEGAL AUTHORITY

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

ARTICLE III – SCOPE

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and other responsibilities of the TSA and MDAD with respect to the checked baggage Explosive Detection System (EDS) solution. This Project involves the construction and modification of a Checked Baggage Inspection System (CBIS) solution at the North Terminal at MIA. The Project includes but is not limited to installation of baggage conveyor components, mechanical, plumbing, electrical, telecommunications infrastructure, and baggage screening matrix able to support the installation of Explosive Detection System (EDS) machines, Explosive Trace Detection (ETD) resolution area(s), remote multiplexed OSR/control room, and the installation of hardware and software for use with an in-line baggage screening application. The objective of this Agreement is to enhance baggage screening capabilities and throughput.

ARTICLE IV – COST SHARING AND OTHER RESPONSIBILITIES

1. Capital Costs: The estimated cost of the Project relates to the activities to be completed by the MDAD to modify the baggage handling system (BHS) and airport building infrastructure to support the installation and operation of the EDS and ETD equipment. It does not include the costs of acquisition, delivery or installation of the EDS and ETD equipment itself. TSA shall be solely responsible for the acquisition, delivery, installation, and testing of the EDS and ETD equipment.

2. TSA agrees to reimburse MDAD seventy-five percent (75%) of the actual allowable, allocable and reasonable costs of the Project, including cost of all necessary design, supervision, and associated construction management, but not to exceed a total reimbursement of $54,400,000.00. For example, TSA reimburses 75 cents for every dollar submitted by MDAD for reimbursement of allowable, allocable and reasonable costs up to the TSA funding amount of $54,400,000.00. Nothing in this agreement shall curtail the TSA's ability to reimburse MDAD for 90% of the actual allowable, allocable and reasonable costs of the project should such reimbursement percentage be later

authorized and funded by Congress, the Department of Homeland Security, the Office of Management and Budget or the TSA. Furthermore, this agreement does not preclude MDAD from seeking additional funds for allowable, allocable and reasonable costs not covered in this agreement.

3. Determination of allowable and allocable costs will be made by the TSA in accordance with the Cost Principles in OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" in effect on the effective date of the Agreement. The TSA will reimburse the MDAD on an actual expense basis supported by one or more invoices submitted by the Airport in accordance with Article X – Payment in subject Agreement. The parties agree that all costs in excess of $54,400,000.00, as well as any costs that are inconsistent with the OMB A-87 shall be borne solely by MDAD unless otherwise agreed by the TSA in a modification in accordance with Article XIII – Changes and/or Modifications. There are no provisions in OMB A-87 that requires allowable, allocable and reasonable costs to be pre-approved by the federal government. Should the TSA contributions of $54,400,000.00 represent more than 75 percent of the total final allowable and allocable, and reasonable costs; the MDAD will refund the TSA for the difference to achieve a 75 percent level. Incurred costs as of October 1, 2007 is established as the beginning date for cost recognition by TSA for this Project.

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

A. EDS in-line checked baggage project costs considered reimbursable under this Agreement include:

- Design Costs: The ceiling for reimbursement of design costs is limited to 8% of the CBIS Project cost (6% Design, 2% Construction Administration).
- Program Management Costs: The ceiling for reimbursement is limited to 4% of the CBIS Project cost.
- EDS in-line checked baggage Construction Costs include but are not limited to:
    - Demolition (airport infrastructure or baggage handling system related)
    - BHS infrastructure upgrades, platforms, catwalks located within the EDS screening matrix area
    - BHS: That portion located within the EDS screening matrix area, including redesign and upgrading of conveyors to support the integration of the screening matrix only
    - OSR Room and CBRA areas
    - Acoustical treatment in OSR room and CBRA
    - Electrical and communications infrastructure (cabling, control panels) and basic lighting fixtures for the CBIS, CBRA, and OSR

- Telephone systems/pager systems for TSA CBRA reconciliation and OSR room only
- Heating, Ventilation, Air Conditioning (HVAC) environmental requirements for CBIS, OSR Room, CBRA and EDS Network equipment room

- For projects currently in design or construction, TSA will consider design and construction modifications, as agreed between the TSA and MDAD, required to make the CBIS compliant with the TSA Planning Guidelines and Design Standards (PGDS) on a case-by-case basis.

B. Non-reimbursable EDS in-line checked baggage Project costs include but are not limited to:

- Employee break rooms, administrative office space, and restrooms
- Aesthetic architecture enhancements
- Maintenance, repair parts or spare parts for airport terminal improvements including the baggage handling conveyor components installed under this Project
- Maintenance of the baggage conveyor system
- Extended warranties beyond one (1) year
- Profit or G&A costs to MDAD. Profit and G&A for MDAD's contractor(s) is an allowable cost
- Costs incurred by MDAD, its contractors or agents to perform work not allocable with the TSA approved design or Planning Guidelines and Design Standards unless otherwise agreed on, in writing, between the TSA and MDAD

The TSA has the right to recoup any payments made to MDAD if the TSA determines that the invoices exceed the actual costs incurred. Prior to release of final construction phase payment, TSA will review the system performance of the EDS baggage screening systems and determine whether the system conforms to TSA Planning Guidelines and Design Standards requirements or as otherwise agreed, in writing, between the TSA and MDAD according to the terms of this Agreement. As specified in Article VII – Acceptance and Testing, ten percent (10%) of each invoice submission for each construction phase will be retained until the baggage screening system within the construction phase has successfully passed the TSA CBIS systems' test. Defects, if any, identified during the system test are to be corrected by MDAD. MDAD is not responsible for defects associated with the TSA EDS equipment.

ARTICLE V: PROJECT RESPONSIBILITIES

Primary responsibilities for TSA and the MDAD are outlined below. Specific Project and technical responsibilities and performance of all parties are contained in Appendix A, attached hereto and incorporated by reference into this Agreement.

A. TSA Responsibilities

1. Review and approve the CBIS Project design and deployment plans and specifications regarding installation of EDS units in accordance with TSA Checked Baggage Inspection Standards Performance Guidelines and Design Standards (PGDS).
2. Furnish, deliver, rig, install and test the EDS and ETD equipment at no cost to MDAD.
3. Provide EDS Original Equipment Manufacturer Technical Support Advisory Services to the Airport regarding integration of the EDS units into the BHS.
4. Provide the EDS System Specific Test Plan (SSTP) to the Airport Project Manager following an EDS machine commissioning, coordination and test planning meeting. See Appendix A for specifics.
5. Establish and conduct the integrated Site Acceptance Testing (ISAT) for EDS machine screening capabilities at no cost to MDAD.
6. Observe and approve ISAT results before the EDS equipment is certified ready for operational use.
7. Provide training for Transportation Security Officers on the EDS equipment.
8. The TSA will provide maintenance, repair and refurbishment of all TSA EDS and ETD equipment throughout its life cycle at no cost to MDAD.

B. Miami-Dade Aviation Departments Responsibilities

1. Except for the responsibilities of the TSA, as outlined above, the airport terminal modification, construction and BHS installation of the Project will be managed and overseen by the MDAD. MDAD, acting through such contractors as it may use, will provide the design services as well as the associated construction and baggage handling conveyor contractors to undertake the Project. MDAD will provide oversight of such contractors to ensure the Project is completed within the prescribed costs and schedule identified and incorporated herein as Appendix B.
2. Obtain all necessary licenses, insurance permits and approvals.
3. Ensure the Project site will be ready to accommodate the installation of the EDS units when delivered. Project site preparation includes, but is not limited to, BHS modifications, including infrastructure to protect electrical or fiber optic cables, environmental controls, and any other airport terminal infrastructure work required to support the operational environment of the EDS and ETD units.
4. Facilitate the installation of the EDS units by providing a clear path during rigging and EDS installation. Also provide sufficient space to allow for initial deployment activities such as uncrating the devices.
5. Adhere to OSHA standards required for occupied spaces as well as the applicable EDS installation guide specifications for operational environment requirements.
6. Once installed, provide reasonable measures to protect the EDS and ETD equipment from harm in the screening area.

7. Perform and bear all cost of the operation, maintenance and repairs for the airport terminal installed property such as the baggage handling conveyor system, heating, air conditioning, and electrical infrastructure in support of this Project. Except for the TSA security screening EDS and ETD equipment owned by the TSA and separately provided for the use at the Airport, MDAD, it lessees or assignees as applicable, shall own and have title to all personal property, improvements to real property, or other assets which are acquired under this Agreement. It will be the responsibility of MDAD, or its contractor or less to operate, maintain, and if it becomes necessary, repair or replace such property to support the efficient use of the TSA Security Equipment.
8. Submit monthly progress status reports to the TSA Project Manager and TSA Contracting Officer identified in Article VIII – Authorized Representatives. The monthly report should provide an executive summary of work performed to date, identify the events to occur within the next 90 days, identify the Airport and its key contractor points of contact and use an earned value management approach to identify the cost and schedule variance incurred against work performance completed to date.

C. Deliverables

The deliverables required to be submitted by the MDAD and/or its designee with respect to each Terminal are described in Appendix A-1; specific testing related deliverables are outlined in Appendix A.

ARTICLE VI - EFFECTIVE DATE AND TERM

The effective date of this Agreement is the date on which it is signed by the TSA or the MDAD, whichever is later. Project completion is currently estimated to be on or about Phase 1: July 28, 2009, Phase 2: May 10, 2010, Phase 3: February 28, 2011 unless earlier terminated by the parties as provided herein or extended by mutual agreement pursuant to Article XIV. The period of performance for this effort is established as Phase 1: January 28, 2010, Phase 2: November 10, 2010, Phase 3: August 28, 2011 in order to allow the MDAD time to submit a final invoice, close out the Project, and address any other issues.

MDAD will establish and provide Project Milestones to the TSA that allow objective measurement of progress toward completion. Project Milestones have been provided to the TSA and are incorporated as Appendix B. TSA maintains the right to identify the milestones to be tracked.

ARTICLE VII - ACCEPTANCE AND TESTING

TSA will deem each construction phase complete upon successful completion of the TSA EDS systems test conducted by the TSA independent validation and verification (IV&V) contractor that confirms that the baggage screening system has been installed in accordance with the TSA Performance Guidelines and Design Standards and technical specifications for the EDS baggage screening equipment or as otherwise agreed, in writing, between the TSA and MDAD. There are three construction phases to this Project.

Phase 1: West and Central
Phase 2: East and Cruise Ship
Phase 3: FIS

Successful completion requires the correction of defects identified during the EDS systems test. TSA will retain ten percent (10%) of each payment request submitted by the MDAD for the duration of the construction phase until the baggage screening system within the construction phase has successfully passed the TSA CBIS systems test and defects, if any, identified during the system test have been corrected by the MDAD. Once the baggage screening system has passed the CBIS systems test and any deficiencies have been corrected, TSA will release in the 10% retainage as part of the final invoice payment for the construction phase. MDAD is not responsible for defects associated with the TSA EDS Equipment.

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 others to act as authorized representative for any administrative purpose related to this Agreement, provided written notice of such appointments are made to the other party to this Agreement. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

John Reed
Project Manager/Contracting Officer Technical Representative
Office of Security Technology, TSA-16
Transportation Security Administration
701 South 12th Street
Arlington, VA 22202
Phone: 571-227-1563
E-Mail Address: John.Reed1@dhs.gov

Connie Thornton
Contracting Officer
Transportation Security Administration
4275 Airport Road, Suite C
Rapid City, SD 57703
Phone: 605-393-8191
E-Mail Address: connie.thornton@dhs.gov

Only the TSA Contracting Officer has the authority to bind the federal government with respect to the expenditure of funds. The TSA Contracting Officer Technical Representative (COTR) is responsible for the technical administration of this Agreement and technical liaison with MDAD. The TSA COTR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA.

MDAD must notify the TSA CO and COTR in event that any TSA agent or employee takes any action which is interpreted by the MDAD as direction which consequently increases the MDADs costs and would cause the MDAD to seek reimbursement from TSA beyond TSA's liability as stated in this Agreement.

B. MDAD's Points of Contact:

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

Lauren Stover
Assistant Aviation Director
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504
Telephone: (305) 876-7017
E-mail: LStover@miami-airport.com

MDAD's Point of Contact for invoices is:

Juan Carlos Arteaga, AIA, NCARB, CBO, CGC
NTD Program Director
Miami-Dade Aviation Department/NTD
P.O. Box 025504
Miami, Florida 33102-5504
Telephone: (305) 869-5694
E-mail: JCArteaga@miami-airport.com

ARTICLE IX - FUNDING AND LIMITATIONS

1.0 TSA will provide funding to the MDAD in an amount not to exceed $54,400,000.00. Funds in the amount of $54,400,000.00 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: 21-08-208CT1233
Accounting Code:
5AV07XB010D2008SWE044GE012523006200622CTO-5906308700000000-252R-TSA DIRECT-DEF. TASK-D Amount: $20,000,000.00

5AV07XB010D2008SWE044GE013723006200622CTO-5906308700000000-252R-TSA DIRECT-DEF. TASD-D Amount: $34,400,000.00

Total: $54,400,000.00

2.0 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.

3.0 TSA's liability to make payments to the MDAD is limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement.

ARTICLE X – PAYMENT

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 MDAD within 45 days of receipt of each properly prepared invoice for reimbursement of incurred costs. The TSA reimbursement process consists of two steps:

Step 1 – "Summary" Invoice Submittal to the U.S. Coast Guard Finance Center for Payment, and
Step 2 – "Summary" Invoice and Supporting Documentation Submittal to TSA for Approval of Payment

a. Step 1 – "Summary" Invoice Submittal to U.S. Coast Guard Finance Center

The United States Coast Guard Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the MDAD invoice format is acceptable for the "Summary" Invoice. Central Contractor Registration is mandatory for invoice payment; for further information, please refer to http://www.ccr.gov

At a minimum the "Summary" Invoice should contain:

(1) Agreement Number HSTS04-08-H-CT1233
(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 contact information
(5) Tax Identification Number and DUN's Number
(6) Dollar Amount of Reimbursement being requested
(7) Signature of the MDAD'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: or Email:
TSA Commercial Invoices FIN-SMB-TSAINVOICES@uscg.mil
USCG Finance Center
P.O. Box 4111
Chesapeake, VA 23327-4111

b. Step 2 – "Summary" Invoice and Supporting Documentation Submittal to TSA for Approval of Payment

The TSA Contracting Officer and the Contracting Officer's Technical Representative are required to review and approve all invoices prior to payment. To aid in this review, the MDAD shall provide a copy of the "Summary" Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, services provided, and products delivered as well as the appropriate identifications that the Airport has paid these obligations. The MDAD is encouraged to provide this supporting information simultaneously with Step 1 in order to expedite the payment process.

The Support Documentation should contain the following items:

- "Summary" Invoice from Step 1
- An executive summary project overview with the first invoice
- Spreadsheet listing the invoices being submitted, with totals
- Individual, signed and approved contractor invoices, with scope of values or statement of work (copies of contracts and change orders provide support for the work being actual, allowable, allocable and reasonable.)
- Copies of subcontractors' invoice 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 MDAD for each invoice in the form of copies of checks/warrants, bank wire transfers, or accounting system transactions.

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

John Gebhart
Jacobs Carter & Burgess, Inc
2231 Crystal Drive, Suite 300
Arlington, VA 22202
Phone: 571-721-1269
Email: john.gebhart@jacobs.com

Upon completion of the review of the supporting documentation for the "Summary" Invoice, the TSA Contracting Officer and Contracting Officer Technical Representative will advise the Coast Guard Finance Center regarding payment of the "Summary" Invoice.

ARTICLE XI - AUDITS

1.0 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. MDAD 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.

2.0 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.

3.0 MDAD 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 Contracting Officer or the authorized representative of the TSA Contracting Officer 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 MDAD or at the offices of MDAD's contractor(s) responsible for the Project.

4.0 MDAD 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 Contracting Officer.

5.0 This Article XI shall not be construed to require the MDAD or its contractors or subcontractors to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting practices.

ARTICLE XII – REQUIRED FEDERAL PROCUREMENT PROVISIONS

MDAD shall comply with the Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted programs. Additionally, FAR Clause 52.203-11 "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions" is incorporated herein by reference into this Agreement. Contracts awarded by the MDAD as a result of this Project must comply with Federal provisions established by laws and statutes.

ARTICLE XIII – CHANGES AND/OR MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorizing official of MDAD. The modification shall state the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed modification shall be attached to this Agreement and thereby become a part of this Agreement.

ARTICLE XIV – DISPUTES

When possible, disputes will be resolved by informal discussion between the appropriate MDAD representative and the TSA Contracting Officer. In the event that the Parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by submission of the dispute to the TSA Assistant Secretary or his/her designee for resolution. The Parties agree that the TSA Assistant Secretary's decision shall be final and not subject to judicial or administrative review and shall be enforceable and binding on 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 owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

ARTICLE XVI – CONSTRUCTION OF THE AGREEMENT

1.0 This Agreement is an "other transaction" issued under 49 U.S.C. § 106(l) and 114(m)(1). It 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.

2.0 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.

3.0 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.

4.0 In the event that any Article and/or parts of this Agreement are determined to be void, 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 Administrator or his or her designee.

B. RECORDS AND RELEASE OF INFORMATION

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

C. MEDIA

MDAD shall not make publicity or public affairs activities related to the subject matter of this Agreement unless written approval has been received from the TSA Office of Security Technology or the TSA Office of Strategic Communication and Public Affairs.

ARTICLE XVIII - SURVIVAL OF PROVISIONS

The following provision of this Agreement shall survive the termination of this Agreement: Article 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 12th day of September, 2008.

U. S. Department of Homeland Security
Transportation Security Administration

Connie Thornton
TSA Contracting Officer

9/12/2008
Date

Miami-Dade County

José Abreu, P.E.
Aviation Director

9/10/2008
Date

Copy to:

Office of Security Technology
Federal Security Director

Approved as to form and legal sufficiency

Assistant County Attorney