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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 2, 2013

To: Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners

Agenda Item No. 3(B)(1)

From: Carlos A. Gimenez Mayor

Subject: Ratification of Acceptance and Execution of Other Transaction Agreement #HSTS04-13-H-CT1044 with the Transportation Security Administration for funding of design services to identify alternatives for recapitalization of baggage screening equipment at MIA Terminals E, F, G, H and J.

Resolution No. R-498-13

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the actions of the Mayor's designee, pursuant to provisions of the Aviation Department's (MDAD) Expedite Ordinance No. 95-64, codified as Section 2-285 (6) of the Miami-Dade County Code, in accepting and executing Other Transaction Agreement (OTA) #HSTS04-13-H-CT1044 with the Transportation Security Administration (TSA). The OTA provides funding of $288,722.00 for design services to identify the best alternatives to replace and/or optimize baggage screening equipment and systems in Miami International Airport's (MIA) Concourses E, F, G, H and J.

SCOPE

Miami International Airport is located within Chairwoman Rebeca Sosa's District Six; however, the impact of this project is Countywide in nature as MIA is a regional asset.

DELEGATED AUTHORITY

Approval of this item authorizes the Mayor or designee to execute any further modifications or amendments to this Agreement.

FISCAL IMPACT

This Agreement represents TSA's obligation to fund 100% of eligible costs up to $288,722.00 for design services to identify at minimum two solutions that reflect the most cost-efficient solution to optimize the Baggage Handling Systems and Explosive Detection System (EDS) machines at MIA, Concourses E, F, G, H and J.

PROJECT MONITOR

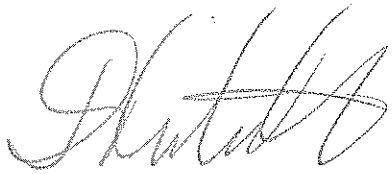
This project is managed by MDAD Senior Aviation Cost Manager Debra J. Shore.

BACKGROUND

In order to comply with the Aviation and Transportation Security Act enacted in 2001, the TSA deployed EDS equipment at MIA for the purpose of screening passenger baggage. EDS machines deployed in MIA Terminals E, F, G, H and J are reaching the end of their life cycle. Therefore, TSA has requested that MDAD identify at minimum two solutions to replace this equipment by way of the OTA funding Agreement. This Agreement represents 100% funding with no matching funds from the County. The term of the agreement began February 19, 2013, and is expected to be complete by June 30, 2013.

Under this Agreement, MDAD is required to provide to TSA the current and six-year forecast of baggage volume, a report of at least two solutions, a cost/benefit analysis including return on investment, scope of work and 30% schematic design. Any additional project funding resulting from this effort will be provided under a separate OTA.

Currently, there are two types of configurations of Security Screening deployed between Terminals E through J. In-Line machines servicing Concourses H through J are integrated within the baggage handling system, providing an automated and more efficient baggage screening operation. For Concourses E through G, EDS machines have been deployed in a stand-alone configuration within the Terminal adjacent to the airline ticket counters or outside the Terminal in the Bag Make-Up area. This method requires the customer, air carrier personnel or the TSA to physically transport checked baggage to an EDS station for screening and then transport the baggage to the baggage handling system as part of the airline check-in process. This design Agreement will provide the opportunity to investigate automating and integrating EDS machines in Terminals E through G into the baggage handling system, as is done on Concourses H through J, providing for a more customer-friendly and efficient baggage screening operation, reducing the number of air carrier and TSA personnel required to screen baggage, and ensuring more bags make their intended flights thereby increasing customer satisfaction.



Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 2, 2013

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

SUBJECT: Agenda Item No. 3(B)(1)

Please note any items checked.

_____ **"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**

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

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(1)
7-2-13

RESOLUTION NO. R-498-13

RESOLUTION RATIFYING ACTION OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, PURSUANT TO PROVISIONS OF ORDINANCE NO. 95-64, IN ACCEPTING AND EXECUTING AN OTHER TRANSACTION AGREEMENT #HSTS04-13-H-CT1044 WITH THE TRANSPORTATION SECURITY ADMINISTRATION, PROVIDING FOR REIMBURSEMENT OF $288,722.00 FOR DESIGN SERVICES RELATED TO RECAPITALIZATION OF EQUIPMENT FOR THE SOUTH/CENTRAL TERMINALS CHECKED BAGGAGE INSPECTION SYSTEMS AT MIAMI INTERNATIONAL AIRPORT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the County Mayor or County Mayor's designee has accepted and executed an Other Transaction Agreement #HSTS04-13-H-CT1044 with the Transportation Security Administration in accordance with the provisions of Ordinance No. 95-64; and

WHEREAS, the Other Transaction Agreement provides funding by the Transportation Security Administration in the amount of $288,722.00 for recapitalization of equipment for the South/Central Terminals Checked Baggage Inspection System at Miami International Airport, all as more particularly set forth in the accompanying memorandum from the Mayor,

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 Mayor or County Mayor's designee, pursuant to the provisions of Ordinance No. 95-64, in accepting and executing an Other Transaction Agreement, providing funding by the Transportation Security Administration in the amount of

$288,722.00 for recapitalization of equipment for the South/Central Terminals Checked Baggage Inspection System at Miami International Airport, all as more particularly set forth in the accompanying memorandum from the Mayor, to execute any subsequent supplemental agreements thereto, with subsequent ratification by this Board.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**aye**		
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**absent**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of July, 2013. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

OTHER TRANSACTION AGREEMENT

BETWEEN

DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION

AND

MIAMI DADE AVIATION DEPARTMENT

RELATING TO

MIAMI INTERNATIONAL AIRPORT

Checked Baggage Recapitalization Screening Design Services Project

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

HSTS04-13-H-CT1044

ARTICLE I – PARTIES

The parties to this Other Transaction Agreement (OTA or Agreement) are the U.S. Department of Homeland Security, Transportation Security Administration (TSA) and the MIAMI-DADE AVIATION DEPARTMENT, *referred to herein as "AIRPORT AUTHORITY" and abbreviated as* (MDAD), in the role of owner and operator of the MIAMI INTERNATIONAL AIRPORT, *referred to herein as* "AIRPORT". The TSA and the 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 transactions.

ARTICLE III – SCOPE

Objectives

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations of the TSA and the MDAD with respect to the design services necessary to implement the TSA Recapitalization effort at MIAMI INTERNATIONAL AIRPORT. The project will provide detailed design specifications at the 30% level, and a cost estimate for potential facilities modifications. The project deliverables are listed in Appendix A of this Agreement. TSA will review the deliverables for compliance with the TSA Planning Design Guidelines and Design Standards (PGDS) Version 4.1,
http://www.tsa.gov/research-center/airport-checked-baggage-guidance-materials

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

Background

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

- **Recapitalization** is the replacement of EDS equipment that has reached the end of its useful life. Typically, such EDS machines will be replaced with a newer model of EDS machine that has similar throughput and capabilities. The EDS replacement may include some minor modifications to the existing conveyor shunts and Programmable Logic Controllers (PLC) programming to foster the EDS machine placement and operation. NOTE: Baggage Handling System (BHS) modifications that extend beyond the scope of Recapitalization are classified as "Optimization".

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

Project Summary

Deliverables:

1) Establish and provide to TSA the current baggage rates in accordance with the PGDS 4.1, Chapter 5. The baggage rate analysis must be for the current year (2013), and forecast the baggage rate 6 years into the future (through 2019). The quantity of EDS machines as a result of Recap will be based on the future demand, which is base on the baggage rate analysis. The report shall include information (graphs, charts, tables, figures, diagrams, etc) about the steps and calculations performed (see PGDS Chapter 5).
2) Provide a report containing a minimum of two solutions (including a cost estimate formatted to the CWE in Appendix F of PGDS) that reflects the most cost efficient solution to recapitalize the EDS units. The solutions shall take into account the available speed EDS machine options and the costs associated with the following elements:
    a. EDS price
    b. EDS maintenance
    c. Phasing required to install the new EDS units
    d. Necessary modifications to the Baggage Handling System (BHS) (e.g. egress, quick disconnect, accommodations for new EDS machines)
3) The report shall include a cost/benefits analysis comparison, advantages and disadvantages for each solution, and a suggestion as to the best solution proposed. Provide documentation of airport/airline configuration changes that will affect the current and future baggage rates (additional gates, airline moves, additional flights, etc). This documentation shall also include the AIRPORT AUTHORITY master plan, when available.

4) Identify and provide a required statement of work, whenever minor BHS changes are necessary to accommodate the replacement EDS machines. By providing this statement of work, the AIRPORT AUTHORITY is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.
5) If major BHS system modifications are needed, the AIRPORT AUTHORITY shall provide a scope of work with a solution to support the increased baggage rate requirement (see "Constraints", paragraph 4). By providing this statement of work, the AIRPORT AUTHORITY is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.

Constraints:

A) The AIRPORT AUTHORITY must comply with the following rules and regulations governing the deliverables to be provided in support of the TSA Recapitalization Program:

1) Reports shall contain ALL supporting documentation. This documentation includes, but is not limited to: flight schedules, airport master plan, arrival distributions applied, equipment demand calculations, cost analysis tools, among others. The TSA reserves the right to request any additional information that is not provided along with the deliverables listed in this section.

2) PGDS where applicable.

3) Contact TSA to obtain the available historical data of the airport in study. The historical data includes:

- Monthly total passengers per checkpoint
- Daily total passengers per checkpoint
- Hourly total passenger per hour
- Bag information reports (a.k.a. FDRS reports) for all the EDS for the ADPM
- Bags per passengers for each airline
- Enhanced Staffing Model results and reports

4) If the existing BHS is unable to sustain the future expected baggage rate, as predicated by EDS machine replacement alone, the system may not be a viable candidate for the Recapitalization effort. If this is the case, please contact the TSA Regional Deployment Coordinator (RDC).
5) If the Field Data Reporting System (FDRS) reports are available and can be provided by the TSA, the AIRPORT AUTHORITY shall use this data to establish the baggage rate demands and contrast it with the flight schedule analysis.
6) When possible, the replacement EDS units shall be of the same type as the existing EDS equipment that is currently deployed at the airport, to eliminate an unnecessary need for a new network system, and any other unnecessary modifications to the system.

7) The AIRPORT AUTHORITY shall examine the existing BHS's status and ensure that the conveyor system is capable of supporting the new EDS rate, independently and as a system. (The intent is that the EDS machines can be fully utilized at their rated capacity). Redundant EDS machines – as per the PGDS – are to be an integral requirement. If major BHS modifications are needed, and only with the RDM's approval, the AIRPORT AUTHORITY may produce a scope of work with a solution to support the increased rate requirements. By providing a scope of work, the AIRPORT AUTHORITY is not entitled to reimbursement of the costs of such work unless allowed for in a separate OTA or other agreement with TSA.

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

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

1. Pre-Design Phase: Preliminary Alternative Analysis Report and Preferred Analysis Report
2. Schematic Design Phase: Basis of Design Report and associated deliverables
    a. 30 % Design Submittals and associated deliverables

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

ARTICLE IV – COST SHARING AND OTHER RESPONSIBILITIES

1. Capital Costs: The estimated cost of the Design Project refers to the design services to be completed by the AIRPORT AUTHORITY to develop the necessary design documents for the construction modifications needing to be made to the Terminal building and associated baggage conveyor system to support the Recapitalization Project. It does not include the costs of acquisition, delivery or installation of the EDS equipment itself. All work performed by the AIRPORT AUTHORITY pursuant to this Agreement shall be accomplished in accordance with the TSA PGDS 4.1 is executed and in accordance with the applicable local AIRPORT AUTHORITY Building Standards and Criteria. Recognizing the uniqueness of this Design Project, in the event of any conflicts between the provision of the PGDS and this Agreement, the Parties agree to resolve such conflicts through the design review and Alternative Analysis processes described in the TSA PDGS.

2. The **estimated** cost for the design services for the Design Project is **$288,722** TSA agrees to reimburse the AIRPORT AUTHORITY for (100%) of the allowable, allocable and reasonable costs of the design services for the Design Project, not to exceed a total reimbursement of **$288,722**. TSA reimburses for allowable, allocable and reasonable costs submitted by the AIRPORT AUTHORITY for reimbursement up to the TSA funded amount of **$288,722**.

3. TSA will determine allowable and allocable costs in accordance with the OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" codified at 2 C.F.R. Part 225 (together with Appendices A – D) and Appendix F of the TSA PGDS in effect upon the signing of this Agreement by both parties. TSA will reimburse the AIRPORT AUTHORITY on an actual expense basis supported by one or more invoices submitted by the AIRPORT AUTHORITY in accordance with Article X – Payment. The parties understand and agree that all design costs in excess of **$288,722**, as well as any costs that are inconsistent with OMB A-87 and the guidance set forth in Appendix F of the TSA PGDS 4.1, shall be borne solely by the AIRPORT AUTHORITY unless otherwise agreed by the TSA in a modification in accordance with Article XIII – Changes and/or Modifications. Should the TSA contributions of **$288,722** represent more than the total final TSA allowable, allocable, and reasonable design costs for the Design Project, the AIRPORT AUTHORITY will refund TSA sufficient funds such that TSA's total reimbursement will be no more than the total allowable, allocable and reasonable costs submitted by the AIRPORT AUTHORITY.

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

5. Change orders shall not be considered authorization to exceed TSA's reimbursement limit of $288,722 for the Design Project, unless the TSA Deployment Manager and TSA Contracting Officer have been notified in advance of the impact the Change Order has on the total cost of the design services for the Design Project, and TSA provides its written approval to proceed with the work identified in the Change Order. Use of contingency funds for the TSA Design Project requires TSA's prior written approval.

ARTICLE V: PROJECT RESPONSIBILITIES

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

A. TSA Responsibilities

1. Review and concur with the Recapitalization Project design, plans, and specifications for alternative analysis, schematic, 30% design packages for the installation of the replacement EDS units in the CBIS based upon the recommendations and guidelines in the TSA PGDS in effect at the time of execution of this Agreement.
2. The AIRPORT AUTHORITY must receive concurrence from TSA at each stage of the design review in order to proceed to the next design review stage.
3. Consider design alternatives during the design review process in order to achieve the most efficient screening solution for both TSA and the AIRPORT AUTHORITY.
4. Provide the applicable version of the TSA PGDS as well as the EDS equipment specification(s) as required.
5. Advise the type of EDS equipment to be provided at each stage of the design.
6. Provide EDS Original Equipment Manufacturer Technical Advisory Support Services to the AIRPORT AUTHORITY regarding integration of the EDS units into the baggage handling system (BHS).
7. Review and consider requested changes to the design and associated costs.

B. MIAMI DADE AVIATION DEPARTMENT Responsibilities

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

ARTICLE VI - EFFECTIVE DATE AND TERM

The period of performance for this Agreement is effective on the date signed by TSA and ends on June 30th, 2013 unless earlier terminated by the parties pursuant to Article XV "Termination" as provided herein or extended by mutual written agreement pursuant to Article XIII "Changes and/or Modifications." The period of performance allows the AIRPORT AUTHORITY time to submit a final invoice, close out the Design Project, and address any other issues.

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

ARTICLE VII - ACCEPTANCE AND TESTING

TSA will deem the Design Project complete upon review and concurrence of the 30% design package for each Terminal. The design must conform to the TSA PGDS 4.1.

ARTICLE VIII - AUTHORIZED REPRESENTATIVES

The authorized representative for each party shall act on behalf of that party for all matters related to this Agreement. Each party's authorized representative may appoint one or more personnel to act as an authorized representative for any administrative purpose related to this Agreement, provided written notice of such appointments is made to the other party to this Agreement. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

Regional Deployment Coordinator/Contracting Officer's Representative:
John Reed
Mail Stop TSIF #32
Transportation Security Administration
1 Post Office Road
Washington, DC 20528-6032
Phone: 571-227-1563
E-Mail: john.reed1@dhs.gov

Contracting Officer:
Matthew Ashurst
701 South 12th Street
Arlington, Va. 20598
Phone: 571-227-5376
E-Mail: matthew.ashurst@dhs.gov

Only the TSA Contracting Officer (CO) shall have the authority to bind the Federal government with respect to funding and liability. The TSA Regional Deployment Coordinator (RDC) is also the TSA Contracting Officer Representative (COR) and is responsible for the technical administration of this Agreement and technical liaison with the AIRPORT AUTHORITY and the Airport. The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes that affect the liability of the TSA such as amount or level of funding.

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

B. AIRPORT AUTHORITY Points of Contacts:

The AIRPORT AUTHORITY Point of Contact for all correspondence is:
Lauren Stover
Assistant Director for Public Safety, Security and Communications
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33166
Phone: 305-876-7017
Email: lstover@miami-airport.com

Technical Representative:
Debra Shore
Senior Cost Manager – Program Controls
Phone: 305-869-4585
Email: dshore@miami-airport.com

ARTICLE IX - FUNDING AND LIMITATIONS

TSA will provide funding to the AIRPORT AUTHORITY in an amount not to exceed **$288,722**. Funds in the amount of **$288,722** 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: 2113203CT1044
Accounting Code: 5CF09XB010D2013SWE044GE013723006200622CTO-59030011120100000-251B-TSA

Amount: $288,722

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

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

Under no circumstances will TSA be responsible to reimburse the AIRPORT AUTHORITY for profit or the general costs of government. The AIRPORT AUTHORITY may recover the allowable direct costs of the AIRPORT AUTHORITY personnel performing work necessary under this Agreement, as well as the allowable and allocable costs of the contractors hired by the AIRPORT AUTHORITY to perform the necessary work under this Agreement. Profit and overhead costs for the AIRPORT AUTHORITY's contractors performing work on the TSA Project are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include AIRPORT AUTHORITY employees, who work on multiple activities that will result in a request for reimbursement under this Agreement. TSA will not be responsible for costs incurred by the AIRPORT AUTHORITY, its contractors or agents to perform work not in compliance with the TSA requirements in this Agreement. The TSA has the right to recoup any payments made to the AIRPORT AUTHORITY if the TSA Contracting Officer determines that the invoices submitted by the AIRPORT AUTHORITY exceed the actual costs incurred, or if the work substantially deviates from the TSA-approved design requirements for the Project pursuant to this Agreement.

TSA will reimburse only for allowable, allocable and reasonable costs in accordance with the OMB Circular No. A-87 in effect on the Effective Date of the Agreement (codified at 2 C.F.R. Part 225) and the allowable/not-allowable costs identified in the TSA PGDS **4.1**.

ARTICLE X – PAYMENT

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

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred. For periods in which the AIRPORT AUTHORITY has not incurred a reimbursable expense, an invoice is not required. Expenses are considered to accrue on the date that the AIRPORT AUTHORITY is invoiced from a sub-contractor, supplier, or provider of services. Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the AIRPORT AUTHORITY within 120 days of receipt of each properly prepared invoice for reimbursement of incurred costs.

In the event that an invoice for reimbursable expenses is not received by the TSA within a twelve (12) month period, the TSA reserves the right to terminate the Agreement per Article XV "Termination."

The TSA reimbursement process consists of two steps.

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

(1) Agreement Number
(2) Invoice Number and Invoice Date
(3) Complete Business Name and Remittance Address
(4) Point of Contact with address, telephone, fax and e-mail address
(5) Tax Identification Number and DUN's Number
(6) Dollar Amount of Reimbursement requested
(7) Signature of the AIRPORT AUTHORITY's authorized representative and the following certification language: *"This is to certify that the services set forth herein were performed during the period stated and that the incurred costs billed were actually expended for the Project."*

The Summary Invoice may be submitted by standard email or by electronic transmission to the following address(s):

Mailing Address: TSA Commercial Invoices
USCG Finance Center
P.O. Box 4111
Chesapeake, VA 23327

Email: FIN-SMB-TSAINVOICES@uscg.mil

Step 2 – Submission of Summary Invoice and Supporting Documentation Submittal to TSA for Approval of Payment:

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

The Support Documentation should contain the following items:

- Summary Invoice from Step 1
- An executive summary project overview with the first invoice
- A summary spreadsheet providing a categorized breakdown of the amount invoiced.
- Signed, approved and legible copies of each individual contractor's invoice to include schedules of values statements of work.

- Copies of contracts and change orders that provide support for the actual work being invoiced
- Vendor and subcontractor invoices with specific details about services provided
- Rationale for all allocations or unusual calculations or assumptions
- Proof of delivery to the project sponsor
- Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific).

- Proof of payment by the AIRPORT AUTHORITY for each invoice in the form of copies of check/warrants, bank wire transfers, or accounting systems transactions

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

John Reed
Officer
Mail Stop TSA TSIF - #32
Transportation Security Administration
1 Post Office Way
Washington, D.C. 20528-6032

Email: OSTCBD@tsa.dhs.gov

Matthew Ashurst, TSA Contracting

C/O Mr. Henry Edquist
Faithful & Gould
1725 Duke Street, Suite #200
Alexandria, VA 22314
Phone: 571-403-8777
Email: Henry.Edquist@fgould.com

Upon completion of the review of the supporting documentation for the Summary Invoice, the TSA CO and the TSA RDM/COR will advise the Coast Guard Finance Center regarding payment of the Summary Invoice.

ARTICLE XI - AUDITS

The Federal Government, including the Comptroller General of the United States, has the right to examine or audit relevant financial records for a period not to exceed three (3) years after expiration of the terms of this Agreement. The AIRPORT AUTHORITY's and its contractors must maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

The AIRPORT AUTHORITY shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The TSA CO or the authorized representative of the TSA CO shall have the right to examine and audit those records at

any time, or from time to time. The right of examination shall include inspection at all reasonable times at the offices of the AIRPORT AUTHORITY or at the offices of the AIRPORT AUTHORITY's contractor(s) responsible for the Project. The AIRPORT AUTHORITY will be required to submit cost or pricing data and supporting information in connection with any invoice relating to this Agreement if requested by the TSA CO.

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

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

ARTICLE XII – REQUIRED FEDERAL PROCUREMENT PROVISIONS

Competition in the award of contracts or procurements resulting from this Project is strongly encouraged and the AIRPORT AUTHORITY should promote competition to the maximum extent practicable.
The AIRPORT AUTHORITY agrees to include in its contract(s) a provision that the Airport Terminal designs for this Project are required to comply with the TSA's PGDS.

ARTICLE XIII – CHANGES AND/OR MODIFICATIONS

Changes and modifications to this Agreement shall be in writing and signed by the TSA CO and duly executed by the authorized representative of the AIRPORT AUTHORITY. Any modification shall cite this Agreement and shall state the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed written modification shall be attached to this Agreement and thereby become a part of this Agreement.

ARTICLE XIV – DISPUTES

When possible, disputes will be resolved by informal discussion between the parties. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the AIRPORT AUTHORITY or the TSA. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data. In the event that the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the TSA Assistant Secretary or his or her designee. The parties agree that the TSA Assistant Secretary's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XV – TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any TSA additional obligations that might require payment.

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

ARTICLE XVI – CONSTRUCTION OF THE AGREEMENT

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

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

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

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

ARTICLE XVII - PROTECTION OF INFORMATION

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

A. RELEASE OF TECHNICAL DATA

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

B. RECORDS AND RELEASE OF INFORMATION

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

C. MEDIA

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

ARTICLE XVIII - SURVIVAL OF PROVISIONS

The following provision of this Agreement shall survive the termination of this Agreement: Article XII – Required Federal Procurement Provisions; Article XI – Audits; Article XIV – Disputes, Article XVII – Protection of Information and Article XVIII – Survival of Provisions.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers this 19th day of February, 2013.

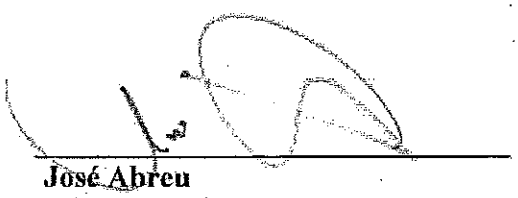
U. S. Department of Homeland Security
Transportation Security Administration

Digitally signed by Matthew C. Ashurst
DN: cn=Matthew C. Ashurst, o=TSA, ou=STAD, email=matthew.ashurst@dhs.gov, c=US
Date: 2013.02.22 14:22:41 -05'00'

Matthew Ashurst
TSA Contracting Officer

021913
Date

Miami-Dade Aviation Department



José Abreu
Aviation Director

2-15-13
Date

Appendix A
TSA Planning Guidelines and Design Standards
Design Deliverables Checklist

PROJECT PHASE DELIVERABLES	SECTION	Checklist Yes	No
Pre-Design Phase	2.2.1		
Preliminary Alternatives Analysis Report			
Preferred Alternatives Analysis Report			
Schematic Design Phase			
Basis of Design Report	2.2.2		
Detailed Program Requirements			
High-Level Flow-Based Modeling Assumptions and Results			
Preliminary Concept Plans			
Phasing and Constructability Technical Memoranda			
ROM Estimate of Probable Construction and O&M Costs			
Stakeholder Review and Approval Documentation			
Preliminary Project Schedule			
Detailed Design Phase	2.2.2		
30% Design Submittals	2.2.3.1		
Updated Basis of Design Report			
Operational Standards Assessment			
Preliminary Plans			
Cross Sections			
Description of Operations			
Baggage and Data Flow Charts			
Table of Contents for CDIS			
Screening Equipment Installation Guidelines			
Outline of Reporting Capabilities			
Stakeholder Review and Approval Documentation			
30% Estimate of Probable Construction and O&M Costs			
Preliminary Phasing Schedule			
Conveyor Manifest			
EDS Equipment List			

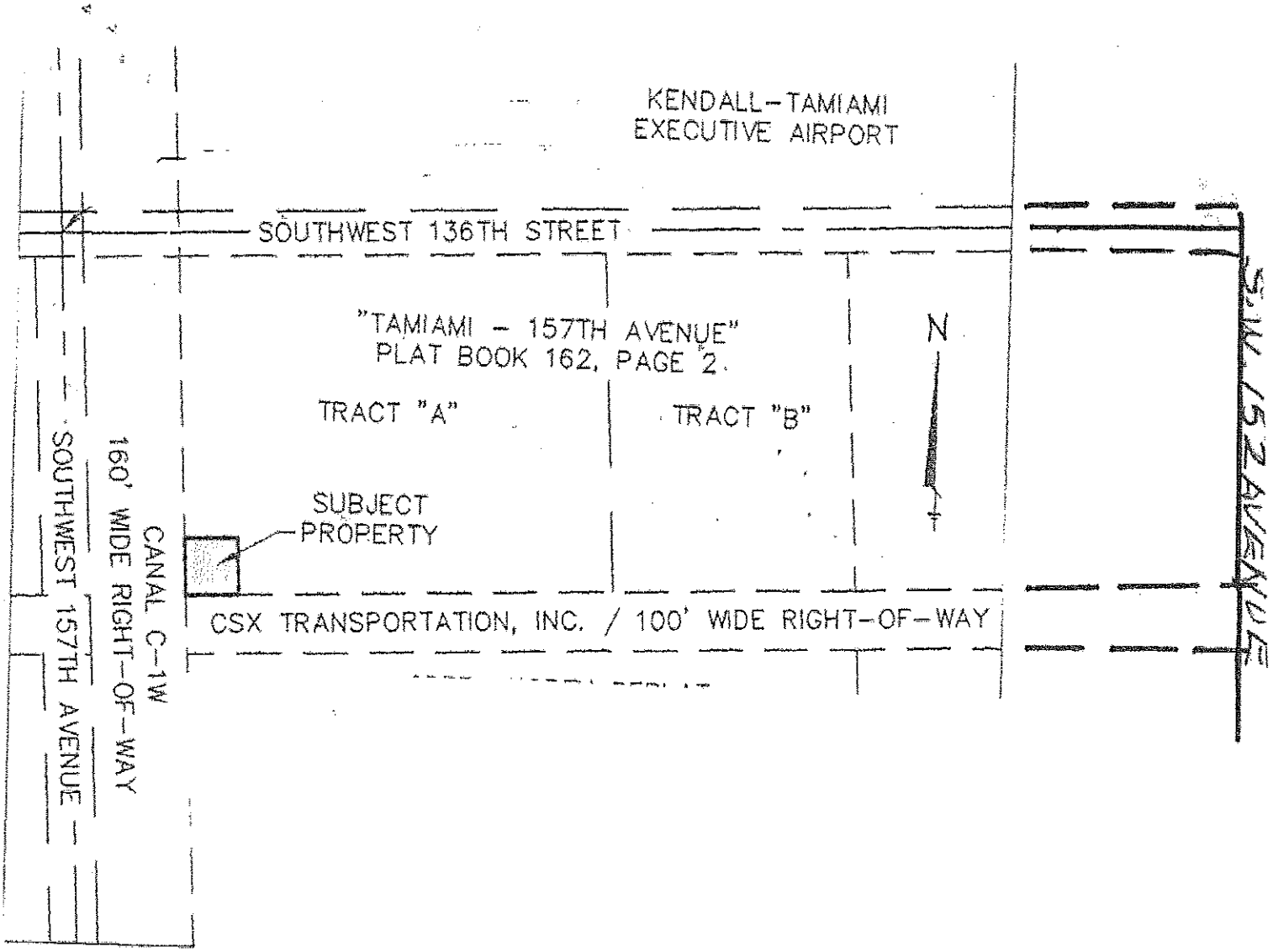
APPENDIX B, SCHEDULE OF DELIVERALBES

The following deliverables are required to be submitted by the AIRPORT AUTHORITY.

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

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

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



WAIVER OF PLAT OF SPLATT HOLDINGS, LLC
(D-23301)
SEC. 21, TWP. 55 S, RGE. 39 E