

Date: September 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 3(B)(2)

From: Daniella Levine Cava
Mayor

Resolution No. R-728-23

Subject: Resolution Ratifying Actions Related to Miami-Dade Aviation Department's Ordinance No. 95-64, codified as Section 2-285(6) of the Code of Miami-Dade County

Executive Summary

This agenda item seeks approval from the Board of County Commissioners (Board) to ratify the attached executed Other Transaction Agreement between the Transportation Security Administration (TSA) and the Miami-Dade Aviation Department (MDAD) that provides the design and construction specifications needed to remove and replace twenty-five (25) explosive detection systems in the baggage screening areas of the North Terminal at Miami International Airport (MIA). The detection capabilities of the new explosive detection systems will decrease the processing time of passenger bags.

For security reasons, TSA is the only entity authorized to manage these explosive detection systems and to outsource the needed contractors to maintain and replace the systems, furthermore, TSA shares this type of information only on a "need to know basis". The lifecycle of these explosive detection systems is not only based on age but also on evolving/prevaling detection standards, technical guidelines and algorithms to date. Even though it has been observed that these explosive detection systems can function for +/-20 years, evolving explosive detection technologies mandate that these systems be replaced.

Recommendation

It is recommended that the Board ratify the actions of the County Mayor or County Mayor's designee pursuant to MDAD Ordinance No. 95-64, codified as Section 2-285(6) of the Code of Miami-Dade County, in executing TSA's Other Transaction Agreement identified in Exhibit A hereto and attached hereto as Exhibit B. The funding mechanism for this project is further described below.

TSA Grants

Item 1 – The subject agreement is TSA's Other Transaction Agreement No. 70T04023T7672N009 attached as Exhibit B for MDAD Project entitled: MIA NTD Baggage Handling System Modifications to the Inline CBIS – Design Phase (MDAD Project No. AB040A). This Other Transaction Agreement provides a grant amount of up to \$5,315,475.00, which is 100 percent of the allowable, allocable, and reasonable costs for the design services associated with the project.

Scope

The commission district directly impacted by TSA's Other Transaction Agreement is noted on Exhibit A; however, the impact of this item is countywide as MIA is a regional asset.

Delegation of Authority

Pursuant to Section 2-285(6) of the Code of Miami-Dade County, subject to ratification by the Board, the County Mayor may execute all standard form federal grant documents or state joint participation agreements, including acceptance of grant or joint participation commitments required to be imposed by federal or state law as a condition to the County's receiving grant or joint participation benefits. The attached resolution delegates to the County Mayor or County Mayor's designee the authority to exercise all provisions, including the termination provisions, in the TSA's Other Transaction Agreement attached as Exhibit B to this memorandum.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as noted in Exhibit A, as attached. As mentioned previously, this Other Transaction Agreement provides a grant amount of up to \$5,315,475.00, which is 100 percent of the allowable, allocable, and reasonable costs for the design services associated with the project.

Track Record/Project Monitor

MDAD's Division Director of Aviation Planning, Land-Use and Grants, Jose A. Ramos, will oversee the implementation of these grants.

Background

On April 6, 1995, the Board approved Ordinance No. 95-64 delegating to the County Mayor or County Mayor's designee the authority to execute all standard form federal and state grant documents, including acceptance of grant or joint participation commitments required to be imposed by federal or state law as a condition to the County's receiving grant or joint participation benefits, subject to Board ratification without prior need for Board approval. Exhibit A includes the details of the agreement for which ratification is being requested. Exhibit A contains the information bulleted below:

- Item No.
- Department Name
- Contract Type
- Grant Type
- Grant No.
- Contract No. / Project No.
- Project Name
- Firm Awarded
- Commission District
- Grant Amount
- Funding Source
- O&M Costs
- Estimated Start Date/Estimated End Date
- Contract Measures: Small Business Enterprise (SBE) Goods & Services; SBE-Architectural/Engineering (A/E); SBE-Construction; Community Workforce Program (CWP)
- Brief Project Description

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Exhibits B contains TSA's Other Transaction Agreement as represented under Item No. 1 of this memorandum, respectively. This agreement has been executed by the County Mayor's designee in accordance with MDAD Ordinance No. 95-64. Copies are available upon request from MDAD's Governmental Affairs Division.

Attachments



Jimmy Morales
Chief Operations Officer

Exhibit A
Ratification of Grants Authorized by Ordinance No. 95-64

Dept. Name	Contract Type	Grant Type	Grant #	Contract No.	Project Name	Firm Awarded	Commission District	Grant Amount	Funding Source	O&M Costs	Est. Start Date	Contract Measures				Brief Project Description
				Project No.							Est. End Date	SBE Goods & Services	SBE A/E	SBE Construction	CWP Program	
MDAD	Grant Disbursement	TSA Other Transaction Agreement (OTA)	70T04023T76 72N009	MDAD AB040A	MIA NTD Baggage Handling System Modifications to the Inline CBIS - Design Phase	N/A	District 6, Commissioner Kevin Marino Cabrera	\$5,315,475.00	TSA	N/A	Beginning Date of Agreement 06/21/2023 Ending Date of Agreement 06/20/2026	N/A	N/A	N/A	N/A	This project provides the design and construction specifications needed to remove and replace twenty-five (25) explosive detection systems in baggage screening areas located in Miami International Airport's (MIA) North Terminal.
MDC004																

EXHIBIT B

OTHER TRANSACTION AGREEMENT

OTA NUMBER		REQUISITION NUMBER	
70T04023T7672N009		PR237672A026	
ISSUED TO		ISSUED BY	
Name & Address: DADE COUNTY AVIATION P.O. BOX 526624, MIAMI, FL 33152, US c/o Miami-Dade County Miami-Dade Aviation Department P.O. Box 025504 Miami, Florida 33102-5504 EIN: 596000573 UEI: JQLAFYJEJWF3 LOCATION ENTITY CODE:		Name & Address: SECURITY TECHNOLOGY 6595 Springfield Center Drive Springfield, VA, 20598, US Email: jessica.seay@tsa.dhs.gov	
PROGRAM TITLE			
Program Acquisition Program Management Overall Period of Performance 36 months from date of award NAICS 488190 PSC C1BE, Architect and Engineering - Construction: Airport Terminals			
FISCAL DATA			
See Continuation Page			
Total Obligated Amount: \$5,315,475.00		Total Agreement Value: \$5,315,475.00	
PURPOSE			
The purpose of this recapitalization design OTA is to fund the architect and engineering services to develop the design and construction specifications to remove and replace the existing Explosive Detection System (EDS) at MIA North Terminal.			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
 Participant's Signature		JESSICA L SEAY Digitally signed by JESSICA L SEAY Date: 2023.06.21 14:07:01 -04'00' Contracting Officer's Signature	
6/20/23 Date		6/21/2023 Date	
Ralph Cutié Miami-Dade Aviation Director & CEO TYPED NAME AND TITLE		SEAY, Ms. JESSICA L MS. TYPED NAME AND TITLE	

MDC006

OTHER TRANSACTION AGREEMENT

0001	Requisition Number(s): PR237672A026 Design services in support of the recapitalization of 25 Explosive Detection Systems in MIA North Terminal Checked Baggage Inspection Systems Accounting Info: 2023 5385000B0123XXDM F300F310F000 7672000000 T23D170400 251001 61000000 7672000000 72OAP3XCF4 010103 000000 000000 000000 0 0 0 0 Obligated Amount: \$5,315,475.00	\$5,315,475.00
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ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as “**Agreement**” or “OTA”) is entered into between the U.S. Department of Homeland Security, Transportation Security Administration (hereinafter referred to as “TSA”) and **Miami-Dade County, through its Aviation Department** (hereinafter referred to as the “**PROJECT SPONSOR**”) relating to the **Miami International Airport ((MIA) or Airport)**. The TSA and the **PROJECT SPONSOR** 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 – LEGAL AUTHORITY

TSA enters into this **Agreement** under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. §§ 106(l)(6) and 114(m)(l), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary. The **PROJECT SPONSOR** enters into this **Agreement** under the authority of AO 3-39 Miami-Dade County. Administrative Orders Maintenance System, and shall be governed by the applicable laws of the State of **Florida** ([Policy and Legislation \(miamidade.gov\)](http://miamidade.gov)).

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 responsibilities of the TSA and the **PROJECT SPONSOR** with respect to the design services necessary to modify the existing inline Checked Baggage Inspection System (CBIS) utilizing Explosive Detection Systems (EDS) at the Airport. The design services will result in 100% drawings and specifications and will be submitted in accordance with the published TSA Planning Design Guidelines and Design Standards (PGDS) version in effect at the time this **Agreement** is executed, with respect to the design process and deliverables, and, in accordance with the Recapitalization Scope document (hereinafter “the Scope”) dated 05/01/2018 and provided by TSA to the **PROJECT SPONSOR** with respect to the design requirements.

This Design Services Project requires the **PROJECT SPONSOR** to provide the architect and engineering services to develop the design and construction specifications to replace Checked Baggage Screening Equipment within the inline CBIS within the **MIA North Terminal** (hereinafter “the Project”). The design needs to address CBIS modifications required to replace the Checked Baggage Screening Equipment, to include required changes to the baggage conveyor components and programming, mechanical, plumbing, electrical, architectural, and telecommunications, or other infrastructure required for the installation and integration of the Transportation Security Equipment (TSE) and associated hardware and software. The Project will also encompass modifications to Checked Baggage Resolution Areas (CBRAs) and On-Screen Resolution (OSR) Room, as required to accomplish the project scope. The objective of this **Agreement** is to provide the design documents and specifications to identify the scope of work required to remove and replace TSE in order to enhance the security effectiveness at the Airport. The TSA detailed design deliverables for each Design Phase to be provided by the **PROJECT SPONSOR** are outlined in the PGDS. The Design Phases include:

1. Detailed Design Phase

- a. 30% Design Submittals and associated deliverables
- b. 100% Design Submittals and associated deliverables

2. Construction Bid proposal documentation to include contract solicitation, requirements issued to prospective contractors, bid specifications and other applicable documents that complete the local request for proposal package.
3. Construction Bid proposal evaluation.

Before the **PROJECT SPONSOR** may proceed from one Design Phase to the next, it must receive TSA's written approval.

Any future allowable, allocable and reasonable costs for CBIS construction, project management, construction management, and commissioning/site acceptance testing is anticipated to be funded through a separate Agreement between the **PROJECT SPONSOR** and the TSA. This **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 **PROJECT SPONSOR** for reimbursement of construction costs related to the CBIS modification. TSA funding for the construction portion of the CBIS Project is subject to the Congressional authorization and appropriation budget process.

ARTICLE IV – RESPONSIBILITIES

A. Cost Sharing

1. Capital Costs: The estimated cost of the Project refers to the design services to be completed by the **PROJECT SPONSOR** 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 CBIS modification. It does not include the costs of acquisition, delivery or installation of the EDS and ETD system itself. All work performed by the **PROJECT SPONSOR** pursuant to this **Agreement** shall be accomplished in accordance with the TSA PGDS version in effect at the time this **Agreement** is executed with respect to the design process and deliverables, in accordance with the Scope provided by TSA with respect to design requirements, and in accordance with the applicable local Building Standards and Criteria.
2. The estimated cost for the TSA allowable, allocable, and reasonable portion of the design services for the Project is **\$5,315,475.00**. TSA agrees to reimburse the **PROJECT SPONSOR** for **one hundred percent (100 %)** of the allowable, allocable and reasonable costs of the design services for the Project, not to exceed a total reimbursement of **\$5,315,475.00** (calculated as **100%** of **\$5,315,475.00**).
3. TSA will determine allowable, allocable, and reasonable costs in accordance with the DHS Guidance in 2 C.F.R. Part 3002 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" which adopts the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and The Electronic Baggage Screening Program TSA

Funding of Checked Baggage Inspection System Projects Costs version 6.0. TSA will reimburse the **PROJECT SPONSOR** on an actual expense basis supported by one or more invoices submitted by the **PROJECT SPONSOR** in accordance with Article VIII "Billing Procedure and Payment." The parties understand and agree that all Project costs in excess of the TSA Reimbursement Limit of **\$5,315,475.00** as well as any costs that are inconsistent with OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the guidance set forth in PGDS and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs version 6.0, shall be borne solely by the **PROJECT SPONSOR** unless otherwise agreed by the TSA in a written modification in accordance with this Article IV and Article XIV "Changes and/or Modifications." Should the TSA reimbursements of **\$5,315,475.00** as adjusted pursuant to Article XIV, represent more than **100%** percent of the final allowable and allocable, and reasonable Project costs, the **PROJECT SPONSOR** will refund TSA sufficient funds such that TSA's total reimbursement will equal no more than **100%** of the final allowable, allocable and reasonable Project costs.

4. All costs requested for reimbursement must satisfy the requirements of OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs version 6.0. In general, the costs for which TSA will provide reimbursement under this **Agreement** are limited to those costs associated with Design Deliverables mandated by PGDS and "TSA PGDS Design and Construction Deliverables Checklist." The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs version 6.0 provides guidance regarding the reimbursable costs for TSA CBIS Projects.¹
5. Change Orders are defined as work that is added to or removed post OTA award that result in added cost or changes the scope of the OTA. Any changes to the authorized amount shall be submitted by the **PROJECT SPONSOR** to the TSA Contracting Officer Representative (COR) and TSA Contracting Officer (CO) prior to any work starting. Once the COR and CO have been given advance notice of the impact the Change Order has on the total cost of the Project, if TSA agrees to the change the TSA CO will provide written approval to the **PROJECT SPONSOR** via a modification to the OTA in accordance with Article XIV. The fully executed modification will provide the **PROJECT SPONSOR** authority to proceed with the work identified in the Change Order. TSA will not reimburse the **PROJECT SPONSOR** for any cost incurred for change order work that was not pre-approved by TSA.
6. Change Requests are defined as requests for the utilization of contingency funds that do not add costs or changes to the scope of the OTA. Change requests shall not be considered authorization to exceed TSA's Reimbursement Limit. Any change requests shall be submitted by the **PROJECT SPONSOR** to the TSA COR prior to any work starting. Once the COR has been given advance notice of the impact the change request has on the Project, if TSA agrees to the change the TSA COR will provide written approval to the **PROJECT SPONSOR** to proceed with the work identified in the Change Request. TSA will not reimburse the **PROJECT SPONSOR** for any cost incurred for change request work that was not pre-approved by TSA.

¹ This is available on sam.gov (search for PGDS) or obtained from the Contracting Officer upon request.

7. Timely invoicing and management of costs is critical to TSA's portfolio management. The specific cost sharing adjustments are outlined in **ARTICLE VIII – BILLING PROCEDURE AND PAYMENT**.

B. Project Responsibilities

The primary Project responsibilities of the TSA and the **PROJECT SPONSOR** are outlined below. The Project will be overseen by the **PROJECT SPONSOR**.

i. TSA Responsibilities

1. Upon request by the **PROJECT SPONSOR**, TSA will provide the **PROJECT SPONSOR** with the following historical data for the Airport:
 - a. Bag information reports (a.k.a. FDRS reports) for all the EDS, if available
 - b. Enhanced Staffing Model results and reports
2. TSA reserves the right to determine the number, manufacturer, and model of EDS units to be used in the Project at the Airport and will notify the **PROJECT SPONSOR** of any requests to incorporate specific EDS models into the Project at the earliest possible time. If TSA requests that the **PROJECT SPONSOR** make changes to an alternative solution or perform any other work to accommodate a request by TSA for a specific EDS model after TSA approves the 30% Design submission, the **PROJECT SPONSOR** shall be entitled to full reimbursement of its costs to make such changes or perform such work. This provision does not apply to such changes made prior to TSA approval of the 30% Design submission.
3. TSA will review and concur in writing, within project defined review times, with the Project design, plans, and specifications for all design packages, required in this OTA, for the installation of the EDS in the CBIS based upon the standards and guidelines in the TSA PGDS version in effect at the time this **Agreement** is executed with respect to the design process and deliverables, and based on the Scope provided by TSA with respect to design requirements.
4. TSA will provide the general EDS specification(s) at the beginning of the Project.
5. TSA will provide EDS Original Equipment Manufacturer Technical Advisory Support Services to the **PROJECT SPONSOR** regarding integration of the EDS machines into the BHS.
6. TSA will review and consider requested changes to the design and associated costs.

ii. PROJECT SPONSOR Responsibilities

1. Except for the responsibilities of the TSA, as outlined above, the Project will be managed and overseen by the **PROJECT SPONSOR**. The **PROJECT SPONSOR**, acting through such contractors as it may engage, using the **PROJECT SPONSOR's** procurement process, will provide the engineering and design services necessary for successful completion of the Project. The **PROJECT SPONSOR** will provide oversight of such contractor(s) to ensure the Project conforms to the TSA design guidelines identified in the PGDS version in effect at the time this **Agreement** is executed with respect to the design process and deliverables, and to the Scope provided by TSA with respect to design requirements, and is completed within the project schedule established by the **PROJECT SPONSOR** and provided to TSA no later than 30 calendar days after the **PROJECT SPONSOR** awards the design contract.

2. The **PROJECT SPONSOR** must receive concurrence from TSA at each stage of the design review in order to proceed to the next design review stage.
3. The **PROJECT SPONSOR** shall provide a budgetary construction cost estimate with the 30% and subsequent 100% design package for the Project. The cost estimate will be submitted in the Current Working Estimate (CWE) form presented in PGDS and include a Basis of Estimate (BOE) document that will provide a detailed costs breakdown for each of the divisions within the CWE. The BOE will be used by TSA to validate the allocable costs for the project through design.
4. The **PROJECT SPONSOR** shall obtain all necessary licenses, insurance permits and approvals during performance of the Project.
5. The **PROJECT SPONSOR** shall ensure the EDS OEM (EDS Original Equipment Manufacturer) site planning, installation, integration and networking guidelines are incorporated into the design to ensure operational, maintenance and environmental specifications are met.
6. The **PROJECT SPONSOR** shall ensure that all connections between the EDS equipment and the baggage handling system meet the requirements of the EDS OEM integration guide, and that the TSA cabling guidelines as given in the PGDS are followed for any connections. The **PROJECT SPONSOR** or their authorized representative shall coordinate all activities involving such connections directly with the EDS OEM. If questions or concerns about the data connection or any of the relevant requirements arise, the **PROJECT SPONSOR** shall communicate the issue/concern with the TSA COR.
7. The **PROJECT SPONSOR** shall provide reasonable measures to protect the EDS and ETD equipment from unauthorized access, harm, theft, and water intrusion in the screening area within the design and phasing plan.
8. Appendix B "Schedule of Deliverables" identifies required deliverables to be submitted by the **PROJECT SPONSOR**. The **PROJECT SPONSOR** shall submit the deliverables identified in Appendix B by the due dates prescribed.

ARTICLE V - EFFECTIVE DATE AND TERM

The term of this **Agreement** shall be **36 months** from the date of execution of the **Agreement**, unless earlier terminated by the parties pursuant to Article XIII "Termination" as provided herein or extended by mutual agreement pursuant to Article XIV "Changes and/or Modifications", in order to allow the **PROJECT SPONSOR** time to submit a final invoice, close out the Project, and address any other issues. In accordance with Section C4 of The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs version 6.0, costs incurred, to include work performed outside the term of this **Agreement** are not eligible for reimbursement.

The **PROJECT SPONSOR** will establish and provide to the TSA COR and TSA CO, no later than 30 calendar days after the **PROJECT SPONSOR** awards the design contract, Project Milestones that allow objective measurement of progress toward Project completion. TSA maintains the right to identify any additional Project Milestones to be tracked by the **PROJECT SPONSOR**.

ARTICLE VI – ACCEPTANCE AND PROJECT COMPLETION

TSA will deem the Project complete upon review and approval of the 100% design package for the CBIS, OSR and CBRA for each Terminal, and submission of construction bid information to TSA. The design must conform to TSA's PGDS version in effect at the time this **Agreement** is executed with

respect to the design process and deliverables, and with the Scope provided by TSA with respect to design requirements. Successful completion requires the correction of any non-conformances, deficiencies or other comments that require adjudication identified during the design review process. TSA will release the funds retained pursuant to Article VIII only after approval of the 100% design package, all deficiencies have been corrected and all outstanding comments addressed, and construction bid information has been accepted by TSA.

ARTICLE VII - FUNDING AND LIMITATIONS

TSA will provide funding to the **PROJECT SPONSOR** in an amount not to exceed **\$5,315,475.00** (TSA Reimbursement Limit). Funds in the amount of **\$5,315,475.00** are hereby obligated and made available for payment for performance as outlined below under this **Agreement**:

Project Cost Share	100%
Allocable Project Costs(w/o contingency) (Calculate with Cost Share)	\$5,315,475.00
Contingency Funding (Calculate with Cost Share):	\$0.00
Total OTA Obligation:	\$5,315,475.00

Expenses incurred in executing the work identified herein are chargeable to:

PR: PR237672A026
Accounting Line: 2023|5385000B0123XXDM|F300F310F000|7672000000|T23D170400|
251001|61000000|7672000000|720AP3XCF4|010103|000000|000000|0000
00|0|0|0|0
Amount: \$5,315,475.00

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 allowable and allocable costs as of the date of termination will be returned and/or de-obligated from this **Agreement**. TSA's liability to make payments to the **PROJECT SPONSOR** is limited to the funds obligated and available for payment hereunder, including written modifications to this **Agreement**.

Under no circumstances will TSA be responsible to reimburse the **PROJECT SPONSOR** for profit or the general costs of government. The **PROJECT SPONSOR** may recover the allowable direct costs of **PROJECT SPONSOR** personnel performing work necessary under this **Agreement**, as well as the allowable and allocable costs of the contractors hired by the **PROJECT SPONSOR** to perform the necessary work under this **Agreement**. Profit and overhead costs for the **PROJECT SPONSOR** contractors performing work on the Project are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include the **PROJECT SPONSOR** 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 **PROJECT SPONSOR**, its contractors or agents to perform work which deviates from TSA's approved design for the project pursuant to this **Agreement**. The TSA CO has the right to recoup any payments made to the **PROJECT SPONSOR** if the TSA CO determines that the invoices 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 guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) in effect on the Effective Date of the **Agreement** and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs version 6.0.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. Payment / Performance Provisions

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 **PROJECT SPONSOR** must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) is mandatory for invoice payment. To obtain information regarding SAM, please refer to <https://www.sam.gov>.

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred, but not before a previous invoice has been processed and approved by TSA. Invoices must be submitted one at a time; concurrent submissions of multiple invoices are not allowed. Invoices will be reviewed sequentially; once an invoice is approved and paid by TSA, the next invoice may be submitted. For periods in which the **PROJECT SPONSOR** has not incurred a reimbursable expense totaling more than \$25,000, an invoice is not required. However, a Memorandum noting the non-submission of an invoice in a specific month must be submitted to the TSA CO and/or COR to document the record. This can be sent in conjunction with the monthly reports. Expenses are considered to accrue on the date that the **PROJECT SPONSOR** is invoiced from a contractor, 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 **PROJECT SPONSOR** within 120 calendar days from receipt of each properly prepared invoice for reimbursement of incurred Project costs.

Ten percent (10%) of all submitted costs identified by TSA as allowable, allocable and reasonable shall be retained by TSA until completion of the Project, and shall only be reimbursed to the **PROJECT SPONSOR** upon successful completion of all of its obligations under this **Agreement** as defined in Article VI of this **Agreement**.

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 XIII "Termination."

B. Invoicing

The **PROJECT SPONSOR** invoice format is acceptable; however, the invoice document shall not be password protected. The invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Number and Invoice Date
3. Airport Code (ABC)

4. Name and Address of the **PROJECT SPONSOR** Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
6. Tax Identification Number and DUNS Number
7. Period of Invoice Service (inclusive of dates)
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. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
11. Remittance Address
12. Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.*
13. Signature of Requestor's Authorized Representative with Date
14. Name and Address of the **PROJECT SPONSOR's** facility

The Invoice shall be submitted by electronic transmission to the following address:

Email : FIN-SMB-TSAINVOICES@uscg.mil

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 provision are calendar days, unless otherwise specified.

C. Approval for Payment

The TSA CO and the COR are required to review and the TSA CO will approve all invoices prior to payment. To aid in this review, the **PROJECT SPONSOR** 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 documentation that the **PROJECT SPONSOR** has paid these obligations. The **PROJECT SPONSOR** shall provide this supporting information simultaneously to expedite the payment process.

The Support Documentation should contain the following items:

- 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 scope 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 and when these services were rendered.
 - Rationale for all allocations or unusual calculations or assumptions
 - Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount
- Proof of payment by the **PROJECT SPONSOR** for each invoice in the form of copies

- of check/warrants, bank wire transfers, or accounting systems transactions
- TSA invoice log
- Completed checklist

The Summary Invoice and supporting documentation shall be submitted by email to the TSA CO, TSA COR, and other TSA representatives identified by the TSA COR. The final closeout invoice should include proof that all required deliverables have been provided.

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

D. Final Invoice: Assignment and Release of Claims

The **PROJECT SPONSOR** shall execute and deliver, at the time of and as a condition precedent to final payment under this OTA, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the OTA. The release of claims includes all claims, past, present, and future, known and unknown, foreseen and unforeseen, which can be asserted by any person or persons, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680.

As such, the **PROJECT SPONSOR's** final invoice requesting release/payment of retainage withheld throughout the project shall state the following:

“[**PROJECT SPONSOR**] for and in consideration of the funding provided under OTA **70T04023T7672N009**, does hereby remise, release and forever discharge Government, its officers, agents, and employees from any and all manner of actions, causes of action, rights, suits, covenants, contracts, claims, agreements, judgments and demands whatsoever by request, in law, or in equity arising from and by reason of any and all known and unknown, foreseen and unforeseen circumstances, claims or injuries and the consequences thereof, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680. Such claims must be asserted within the time limits and in accordance with the procedures prescribed by the Federal Tort Claims Act and the implementing regulations promulgated by the U.S. Department of Justice at 28 C.F.R. part 14. [**PROJECT SPONSOR**] expressly waives its ability to seek additional reimbursement from the Government under OTA **70T04023T7672N009**.”

E. Untimely Invoices

In furtherance of the timely closeout of this **Agreement**, all final project invoices shall be submitted no later than six months after the period of performance end date or six months after the date of termination by either party pursuant to Article XIII (whichever is earlier). The **PROJECT SPONSOR** must notify TSA of any outstanding issues precluding them from meeting this requirement as soon as it is known.

Invoices submitted later than six months after the period of performance ends or six months after the date of termination by either party, will be considered untimely and TSA cannot guarantee

payment. The **PROJECT SPONSOR** may be liable for the expenses that are the subject of an untimely or improperly submitted invoice. TSA reserves the right to reject untimely or improperly submitted invoices.

ARTICLE IX - AUDITS

TSA shall have the right to examine or audit relevant financial records for the Project funded by this OTA, 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 the Project funded by this OTA, the **PROJECT SPONSOR** shall maintain all Project records and data associated with the Project 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 XII regarding this **Agreement** shall be made available until such appeals are finally resolved.

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

The **PROJECT SPONSOR** shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred for the Project funded by this OTA in the purchase of technologies allowed in the Project. The CO, COR, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at the **PROJECT SPONSOR's** offices directly responsible for managing the Project.

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 **PROJECT SPONSOR** or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, 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

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 appointment is made to the other party to this **Agreement**. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

Contracting Officer's Representative (COR):

Elizabeth Negrón-Díaz

6595 Springfield Center Drive

Springfield, VA 22150
Phone: (202) 430-3814
E-Mail: Elizabeth.NegronDiaz@tsa.dhs.gov

Contracting Officer (CO):

Jessica Seay
6595 Springfield Center Drive
Springfield, VA 22150
Phone: (571) 227-1539
E-Mail: Jessica.seay@tsa.dhs.gov

Only the TSA CO shall have the authority to bind the Federal government with respect to scope of work, funding and liability. The TSA COR and is responsible for the technical administration of this **Agreement** and is the technical liaison with the **PROJECT SPONSOR**. The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA such as amount or level of funding. The TSA COR is authorized to approve the usage of contingency funds that fall within the funded TSA amount pursuant to Article IV.

The **PROJECT SPONSOR** 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 **PROJECT SPONSOR** as direction which could increase the Project costs and could cause the **PROJECT SPONSOR** to seek reimbursement from TSA in excess of the TSA's total reimbursement liability as defined in Articles IV and VII of this **Agreement**.

B. The PROJECT SPONSOR Points of Contact:

The **PROJECT SPONSOR** Point of Contact for all correspondence is:

Ralph Cutie
Miami-Dade County
P.O. Box 025504
Miami, Florida 33102-5504
Phone: (305) 876-7066
E-Mail: RCutie@flyMIA.com

ARTICLE XI - LIMITATIONS ON LIABILITY

A. The tort liability of the United States shall be governed by the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b), 1402(b), 2401(b), 2671-2680, and the implementing regulations published at 28 C.F.R. part 14. The tort liability of the **PROJECT SPONSOR** shall be governed by [\[the applicable Florida Tort Claims Act\]](#)

B. The **PROJECT SPONSOR** has the affirmative duty to notify the TSA CO in the event that the **PROJECT SPONSOR** believes that any act or omission of a TSA agent or employee would increase the **PROJECT SPONSOR** costs and cause the **PROJECT SPONSOR** 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 **PROJECT SPONSOR** 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 **PROJECT SPONSOR** must not act on that communication, and must contact the CO 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 (AUG 2018)

Where possible, disputes shall be resolved by informal discussion between the CO for TSA and an authorized representative of **PROJECT SPONSOR**. 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**, **excluding tort claims governed by Article XI**. The dispute shall be made in writing and signed by a duly authorized representative of the **PROJECT SPONSOR** or the TSA CO. 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, **PROJECT SPONSOR** may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement'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

A. 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.

B. If the **PROJECT SPONSOR** exercises its right under Paragraph A of this Article to withdraw voluntarily from the Project, the **PROJECT SPONSOR** agrees to notify TSA in writing, and reimburse the United States Government for all monies disbursed to it under this **Agreement** up to the date of notification.

C. If TSA chooses not to proceed with a Design Phase, TSA shall reimburse the **PROJECT SPONSOR** for all accrued allowable, allocable, and reasonable design costs for the Design Project up to the Project stopping point, which shall not exceed the TSA funded amount of **\$5,315,475.00**. For example, if TSA elects not to proceed beyond the 30% Design Submittal Phase, then TSA shall notify the **PROJECT SPONSOR** in writing. TSA will then reimburse the **PROJECT SPONSOR** for all accrued allowable, allocable, and reasonable costs for the 30% Design Submittals Phase only up to the date of notice.

D. 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 de-obligated from this **Agreement**.

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this **Agreement** shall be in writing and signed by the TSA CO and the authorized representative of the **PROJECT SPONSOR**. The modification shall cite the subject provision to this **Agreement** and shall document 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**. The properly signed written modification shall be attached to this **Agreement** and thereby becomes a part of this **Agreement**.

The TSA CO reserves the right to make unilateral modifications (signed only by the TSA CO) for administrative modifications, such as changes to the line of accounting in Article VII, updates to TSA POCs in Article X, and/or other administrative changes that do not affect the terms and conditions of this **Agreement**.

ARTICLE XV - CONSTRUCTION OF THE AGREEMENT

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**. Additionally, 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. 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**.

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 XVI - PROTECTION OF INFORMATION (NOV 2021)

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. RECORDS AND RELEASE OF INFORMATION

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, and 49 C.F.R. § 1520.5(a), Sensitive Security Information (SSI) is a category of sensitive

but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. SSI may not be disclosed except in accordance with the provisions of 49 C.F.R. part 1520, which defines the scope, categorization, handling requirements and disposition of information deemed SSI.

All members assigned to work under this **Agreement** are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information, and shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as the DHS and TSA policies and procedures for handling and safeguarding SSI. All persons assigned to work under this **Agreement** must complete the TSA-mandated SSI Awareness Training course prior to accessing SSI, and on an annual basis for the duration of the OTA or for the duration of the requester's need for access to SSI, whichever is later. The **PROJECT SPONSOR** shall place this requirement in all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this **Agreement**. For purposes of this OTA, the OTA **PROJECT SPONSOR** (OTA Entity) would fall under the provision of 49 CFR § 1520.7(k): *Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.* This includes all persons who are involved in the performance of the project, including officials and employees of the **PROJECT SPONSOR**, and those who are involved in the Project on behalf of the **PROJECT SPONSOR** including experts, consultants, contractors and legal counsel.

Pursuant to 49 C.F.R. § 1520.9(a)(3), the **PROJECT SPONSOR** must contact SSI@tsa.dhs.gov for guidance on handling requests to access SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the agreement by other persons, including requests from experts, consultants, and legal counsel ("requesters") hired by the **PROJECT SPONSOR** unrelated to the performance of this **Agreement**. The **PROJECT SPONSOR** shall include the CO and COR as a carbon copy "cc" recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI office must first make a determination as to whether the requesters are a "covered person" with a "need to know" under 49 C.F.R. Parts 1520.7 and 1520.11. Further recipients of SSI shall be provided NDAs, in accordance with these contract provisions, and with a copy of the *SSI Quick Reference Guide for DHS Employees and Contractors*. Special request processing and handling requirements apply to Project Sponsor employees as well as Project Sponsor Contractor employees who may be foreign nationals. The **PROJECT SPONSOR** must clearly identify any employees who are not US citizens and for whom access to SSI is requested; the requirements of TSA Management Directive 2810.3 "Management of Foreign Access to Sensitive Information" apply.

Non-Disclosure Agreements (NDAs). The CO will provide the non-disclosure form (DHS Form 11000-6 and/or TSA Form 2815), as necessary, to the **PROJECT SPONSOR** when circumstances warrant. NDAs are required to be signed by any person who is requesting access to SSI for any other purpose besides activities falling within the scope of the **Agreement**. By signing the NDA, the recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information.

Breach. In accordance with 49 C.F.R. Part 1520.9(c), the **PROJECT SPONSOR** agrees that in the event of any actual or suspected breach of SSI (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the **PROJECT SPONSOR** shall immediately, and in no event later than one hour of discovery, report the breach to the CO and the COR. The **PROJECT SPONSOR** is responsible for

positively verifying that notification is received and acknowledged by at least one of the foregoing Government officials.

In the event that an SSI breach occurs as a result of the violation of a term of this **Agreement** by the **PROJECT SPONSOR** or its employees, or the **PROJECT SPONSOR**'s covered persons, the **PROJECT SPONSOR** shall, as directed by the Contracting Officer and at no cost to the Government, without delay correct or mitigate the violation.

For unauthorized disclosure of SSI, the **PROJECT SPONSOR** and its employees and **PROJECT SPONSOR**'s covered persons may also be subject to civil penalties and other consequences as set forth in 49 CFR § 1520.17.

B. PUBLICITY AND DISSEMINATION OF AGREEMENT INFORMATION

The **PROJECT SPONSOR** shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this **Agreement** without the prior written consent of the CO. The **PROJECT SPONSOR** shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the **PROJECT SPONSOR** release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the CO. The CO will follow the procedures in TSA Management Directives 1700.3, "Written Articles," and 1700.4, "Press Releases." The Office of the Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

Any contact with or by a Media firm or personnel related to this **Agreement** and in accordance with the terms of this **Agreement** shall be referred to the CO.

ARTICLE XVII – SURVIVAL OF ARTICLES

The following Articles of this **Agreement** shall survive the termination and expiration of this **Agreement**: Article VII – Funding and Limitations; Article IX – Audits; Article XI – Limitations on Liability; Article XII – Disputes; Article XIII – Termination; Article XVI – Protection of Information; and Article XVIII – Survival of Articles.

APPENDICES

Appendix A – Project Milestone Schedule
Appendix B – Schedule of Deliverables

Appendix A

Project Milestone Schedule

The PROJECT SPONSOR shall provide a Project Schedule that contains, at a minimum, the following project milestones:

1. Design OTA Period of Performance Start
2. Design Consultant Notice to Proceed
3. 30% design delivery to TSA for review
4. 30% design – TSA review (Duration: 30 business days)
5. 100% design delivery to TSA for review
6. 100% design – TSA review (Duration: 20 business days)
7. RFP release
8. Bid selection process complete
9. Design OTA Period of Performance End
10. EDS Delivery (If phased delivery is planned, provide delivery dates per phase)
11. EDS Installation (If phased installation is planned, provide installation dates per phase)
12. Testing (SAT, Owner testing, TRR, ISAT, Live Operations, and Run-In period) (If phased testing is planned, provide testing dates per phase)
13. EDS Decommission Dates

There's no specific format requirement for the schedule.

The Project schedule shall be submitted to TSA the 10th day of the month along with the Monthly Project Status Report. The project schedule will be used to inform TSA project related activities.

* The TSA design review durations are meant to inform the **PROJECT SPONSOR's** schedule. These durations are recommended and don't represent a contractual obligation from TSA.

APPENDIX B
Schedule of Deliverables

The following deliverables are required to be submitted by the **PROJECT SPONSOR**.

Item	Deliverable	Submitted To:	Frequency or Due Date
1	Schedule provided in Appendix A (Project Milestones for Design and proposed Construction)	TSA COR, and TSA CO	Within 30 calendar days of the PROJECT SPONSOR awarding the design contract. Updates submitted monthly along with TSA Project Report (Item 5).
2	30% and 100% Design deliverables	TSA COR, CBTPPlanning@tsa.dhs.gov	In accordance with the project milestone schedule.
3	Construction Bid Information (prospective winning bidder and bid package)	TSA COR, TSA CO,	When selection of prospective winning bidder is complete.
4	Copies of the Design Contract(s) and Change Orders	TSA COR, TSA CO.	As required. Change Orders require TSA approval in accordance with Section A.6 of Article IV.
5	Monthly Project Status Report	TSA COR,	By the 10 th of each month. Electronic submission is requested.
6	Invoices	TSA COR, and TSA CO	Monthly
7	Final Invoice	TSA COR, and TSA CO,	No later than 90 calendar days after completion of the CBIS Design Project.

The Monthly Project Status Report is to be submitted by the 10th of each month, along with an updated project schedule. A draft Monthly report template will be provided by the COR along with the Post Award Conference documents. The Monthly Project Status Report shall address the following:

- a. Reporting period
- b. Project accomplishments since previous submittal
- c. Issues, risks and concerns since previous report, along with actions executed to mitigate the risks.
- d. Project Information (Airport code, airport name, airport terminal, airport region, project phase, design contract award date, OTA period of performance, OTA amount)
- e. Executive Summary
- f. OTA Number
- g. Project Point of contact information for TSA, the Airport and the Consultants.
- h. Description of work completed along with percentage of work complete
- i. Financial snapshot (OTA amount, total invoiced to date, remaining contingency funds (if applicable))
- j. Description and percent of work complete
- k. Change Order/Change Order amount
- l. Cost of work incurred



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 6, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(B)(2)

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
- ☐ Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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)(2)
9-6-23

RESOLUTION NO. _____ R-728-23

RESOLUTION RATIFYING THE ACCEPTANCE AND EXECUTION OF TRANSPORTATION SECURITY ADMINISTRATION OTHER TRANSACTION AGREEMENT NO. 70T04023T7672N009 IN AN AMOUNT UP TO \$5,315,475.00 FOR THE MIAMI INTERNATIONAL AIRPORT PROJECT ENTITLED “NTD BAGGAGE HANDLING SYSTEM MODIFICATIONS TO THE INLINE CBIS – DESIGN PHASE”; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED IN SAID AGREEMENT, INCLUDING THE TERMINATION PROVISIONS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

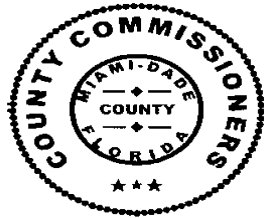
Section 1. Ratifies the acceptance and execution of Transportation Security Administration Other Transaction Agreement No. 70T04023T7672N009 in an amount up to \$5,315,475.00 for the Miami International Airport Project entitled “NTD Baggage Handling System Modifications to the Inline CBIS – Design Phase,” a copy of which agreement is attached to the accompanying memorandum as Exhibit B.

Section 2. Authorizes the County Mayor or County Mayor’s designee to execute all provisions contained in the above-referenced agreement, including the termination provisions.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of September, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "RCZ", written over a horizontal line.

Ryan C. Zagare