

Dane County Contract Cover Sheet

Revised 01/2023

Res 071

| | | | |
|---|--|----------------|-------|
| Dept./Division | AIRPORT ADMIN | | |
| Vendor Name | Transportation Security Administration | MUNIS # | 14405 |
| Brief Contract Title/Description | AUTHORIZING EXECUTION OF AN OTHER TRANSACTION AGREEMENT WITH THE UNITED STATES FOR THE REIMBURSEMENT OF THE COST OF ELECTRICITY USED AT THE SECURITY CHECKPOINTS AT THE DANE COUNTY REGIONAL AIRPORT | | |
| Contract Term | 9/20/2023-9/19/2028 | | |
| Contract Amount | \$15,816.24 year one | | |

| | |
|--|----------------------|
| Contract # Admin will assign | 15158 |
| Type of Contract | |
| <input type="checkbox"/> | Dane County Contract |
| <input checked="" type="checkbox"/> | Intergovernmental |
| <input type="checkbox"/> | County Lessee |
| <input type="checkbox"/> | County Lessor |
| <input type="checkbox"/> | Purchase of Property |
| <input type="checkbox"/> | Property Sale |
| <input type="checkbox"/> | Grant |
| <input type="checkbox"/> | Other |

| Department Contact Information | | Vendor Contact Information | |
|--------------------------------|----------------------------|----------------------------|--|
| Name | Adam Ussher | Name | Transportation Security Administration |
| Phone # | 608-246-3388 | Phone # | 571-227-4834 |
| Email | ussher.adam@msnairport.com | Email | Victor.Carden@tsa.dhs.gov |
| Purchasing Officer | | | |

| | | |
|-----------------------------|--|------------------|
| Purchasing Authority | <input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required) | |
| | <input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required) | |
| | <input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required) | RFB/RFP # |
| | <input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works) | |
| | <input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works) | |
| | <input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other | |

| MUNIS Req. | Req # | Org: | Obj: | Proj: |
|------------|-------|------|------|-------|
| | | Org: | Obj: | Proj: |
| | Year | Org: | Obj: | Proj: |

| Budget Amendment | |
|--------------------------|---|
| <input type="checkbox"/> | A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly. |

| | | | |
|--|---|--------------|-------------|
| Resolution Required if contract exceeds \$100,000 (\$40,000 PW) | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) | Res # | 071 |
| | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required. | | Year |
| | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. | | |

| CONTRACT MODIFICATIONS – Standard Terms and Conditions | | |
|--|--|--|
| <input type="checkbox"/> No modifications. | <input checked="" type="checkbox"/> Modifications and reviewed by: Adam Ussher | <input type="checkbox"/> Non-standard Contract |

| APPROVAL |
|---|
| Dept. Head / Authorized Designee |
| <i>Kimberly Jones</i> |

| APPROVAL – Contracts Exceeding \$100,000 | |
|--|----------------------------|
| Director of Administration | Corporation Counsel |
| | |

| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached | | |
|--|-------------------------|---|
| DOA: | Date In: 6/29/23 | Date Out: _____ |
| | | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, June 29, 2023 4:01 PM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15158
Attachments: 15158.pdf

| Tracking: | Recipient | Read | Response |
|------------------|----------------------------|-------------------------|----------------------------|
| | Hicklin, Charles | Read: 6/30/2023 9:06 AM | Approve: 6/30/2023 9:06 AM |
| | Gault, David | Read: 6/29/2023 4:01 PM | Approve: 6/29/2023 4:02 PM |
| | Patten (Purchasing), Peter | | Approve: 6/29/2023 4:16 PM |
| | Stavn, Stephanie | Read: 6/29/2023 4:07 PM | |
| | Oby, Joe | | |

Hi Dave – please also approve on behalf of Risk Management.

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15158
Department: Airport
Vendor: Transportation Security Administration
Contract Description: Other Transaction Agreement for reimbursement of cost of electricity for security checkpoints (Res 071)
Contract Term: 9/20/23 – 9/19/28
Contract Amount: \$15,816.24/year

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

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2023 RES-071

**AUTHORIZING EXECUTION OF AN OTHER TRANSACTION AGREEMENT WITH THE
UNITED STATES FOR THE REIMBURSEMENT OF THE COST OF ELECTRICITY USED AT
THE SECURITY CHECKPOINTS AT THE DANE COUNTY REGIONAL AIRPORT**

Under federal law, the Dane County Regional Airport (the "Airport") is required to provide the Transportation Security Administration ("TSA") with rent-free space in which to perform its passenger and baggage screening operations at the Airport. As is also established under federal law, the Airport is reimbursed for electrical consumption costs related to TSA's use of the federally mandated checkpoint space. The terms and conditions under which the Airport is reimbursed for the cost of electricity used at its security checkpoints are set forth in a contract known as an Other Transaction Agreement entered into between Dane County and the United States of America. The Other Transaction Agreement has a five year term, commencing on September 20, 2023, and provides for reimbursement of \$15,816.24 for fixed electrical costs during the initial contract year, subject to future adjustments based on changes in utility rates implemented by Madison Gas and Electric Company.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive is authorized to execute on behalf of Dane County an Other Transaction Agreement with the United States of America for the reimbursement of electrical costs associated with TSA's operation of security checkpoints at the Airport, as set forth above. Further, the Airport Director is authorized to execute associated documents that may be required to implement rate adjustments related to said Other Transaction Agreement.

**OTHER
TRANSACTION AGREEMENT**

| | | | | | | | |
|--|--|------|--|--|--|------|--|
| OTA NUMBER: | | | | REQUISITION NUMBER: | | | |
| 70T01023T7668N009 | | | | PR237668E190 | | | |
| ISSUED TO: | | | | ISSUED BY: | | | |
| COUNTY OF DANE 4000 INTERNATIONAL LANE, MADISON, WI 53704, US Kimberly S. Jones Phone: 608-246-3390 Email: Jones.Kimberly@msnairport.com EIN: 396005684 UEI: GXNVU5LML2T5 | | | | Transportation Security Administration Contracting and Procurement Workforce & Enterprise Operations Acquisition Division 6595 Springfield Center Drive Springfield, VA 20598-6025 Contract Specialist: Victor Carden Phone: 571-227-4834 Email: Victor.Carden@tsa.dhs.gov | | | |
| PROGRAM TITLE | | | | | | | |
| <p>Program: Other Transaction Agreement (OTA) for the Use of Space and Cost Reimbursement for TSA Security Checkpoint and Baggage Screening Areas.</p> <p>Five-Year OTA Period of Performance: 09/20/2023 – 09/19/2028</p> <p>Current Period of Performance: 09/20/2023 – 09/19/2024</p> <p>NAICS: 488119 PSC: S112</p> | | | | | | | |
| FISCAL DATA | | | | | | | |
| <p>Accounting Line: See page 2 for Accounting and Appropriation Data</p> <p>Total Estimated Five-Year OTA Value: \$79,081.20</p> <p>Current Obligated Amount: \$15,816.24</p> | | | | | | | |
| PURPOSE | | | | | | | |
| The purpose of this OTA is to establish the terms and conditions for the use of space and obligate funding for the reimbursement of fixed electrical costs at the TSA security checkpoint and baggage screening space at Dane County Regional Airport (MSN). | | | | | | | |
| AUTHORIZED SIGNATURES | | | | | | | |
| IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers. | | | | | | | |
| | | | | | | | |
| Participant's Signature | | Date | | Contracting Officer's Signature | | Date | |
| | | | | Prindle, Mr. Brandon P. | | | |
| Typed Name and Title Joseph T. Parisi | | | | Typed Name and Title | | | |

Dane County Executive

Accounting and Appropriation Data

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

| Purchase Requisition | CLIN # | Services | Amount | Accounting Information |
|----------------------|--------|------------------------|-------------|---|
| PR237668E190 | 0001 | Electrical Consumption | \$15,816.24 | 2023 0550000A002324DD F265F115F000 5913928800 T23D190700 23304 1 61000000 7668000000 68REM34AM2 010103 000000 000000 000000 0 0 0 0 |

Total Obligated Funding

The total obligated funding for this Agreement is \$15,816.24.

Schedule of Items/Prices

The Schedule will be updated annually after TSA completes the Exhibit 2 TSA Screening Equipment Power Consumption Estimate and after the Airport confirms the average annual Kwh rate.

Total estimated OTA value for the base year and four option years is indicated in the following table:

| CLIN | Description. | Period of Performance | Qty | Unit | Pro-Rated Monthly Amount | Annual Amount |
|---|--|-----------------------|-----|-------|--------------------------|--------------------|
| 0001 | Year One: Base OTA Period Fixed TSA Electrical Costs | 9/20/2023 – 9/19/2024 | 12 | Month | \$1,318.02 | \$15,816.24 |
| 1001 | Year Two: Fixed TSA Electrical Costs | 9/20/2024 – 9/19/2025 | 12 | Month | \$1,318.02 | \$15,816.24 |
| 2001 | Year Three: Fixed TSA Electrical Costs | 9/20/2025 – 9/19/2026 | 12 | Month | \$1,318.02 | \$15,816.24 |
| 3001 | Year Four: Fixed TSA Electrical Costs | 9/20/2026 – 9/19/2027 | 12 | Month | \$1,318.02 | \$15,816.24 |
| 4001 | Year Five: Fixed TSA Electrical Costs | 9/20/2027 – 9/19/2028 | 12 | Month | \$1,318.02 | \$15,816.24 |
| Total Estimated Five-Year OTA Amount | | | | | | \$79,081.20 |

Current Obligated Amount

| OTA 70T01023T7668N009 | Base Award Annual Amount | Pro-rated Monthly Amount | Months | Obligated Amount |
|-------------------------------|--------------------------|--------------------------|--------|--------------------|
| Electrical Consumption Costs | \$15,816.24 | \$1,318.02 | 12 | \$15,816.24 |
| Total Obligated Amount | | | | \$15,816.24 |

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

ARTICLE I – PARTIES (FEB 2017)

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

ARTICLE II – AUTHORITY (FEB 2017)

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

ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE (AUG 2018)

A. Introduction

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

B. Background

Beginning in 2003, TSA began awarding agreements to airport authorities to define the terms and conditions for TSA’s use of space at airports and to provide a vehicle for reimbursing electrical consumption costs incurred by the Airport in the space.

C. Purpose of this Agreement

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

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

D. Scope

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

E. Use of Property

E.1. The County is the owner and operator of that certain airport known as Dane County Regional Airport (MSN), located in the Dane County, State of Wisconsin and having an address at 4000, International Lane, Madison, WI 53704 (“Property”).

- E.2. This Agreement covers the use of the Space located on the Property. The Space may be expanded or altered at the written request of TSA and upon the written approval of Airport, such approval not to be unreasonably withheld, conditioned or delayed. If Airport does not provide such approval, TSA may proceed pursuant to its legal authority to provide security at airport checkpoints. In addition, temporary additions to and deletions from the Space, or temporary adjustments thereto, may be made at the verbal request of the TSA. TSA's use and occupancy of other areas at the Property, such as offices for the Federal Security Director and staff and other areas not deemed necessary checkpoint space, have been or will be obtained through a separate lease agreement between Airport and the U.S. General Services Administration, acting on behalf of TSA. (Note: To confirm the TSA space, the Airport Authority may provide optional CAD drawings and a list of the TSA operational square footage for the TSA security checkpoint and baggage screening space to be approved by TSA and included to the **OTA as Exhibit 1**)
- E.3. The ATSA authorizes TSA to acquire real property by purchase, lease, condemnation, or otherwise. This Agreement shall not be considered a waiver of any rights that TSA may assert under ATSA with respect to the acquisition of property, nor with respect to TSA's authority to enter onto any Airport property to address security concerns; nor shall this Agreement waive any rights that the Airport may assert in connection with such acquisition.
- E.4. Airport provides the Space to TSA in "AS IS" condition as of the Effective Date of this Agreement.

F. No Rent

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

ARTICLE IV – RESPONSIBILITIES (AUG 2018)

TSA's Operational Activities at Airport

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

1. The right to use the Space in connection with its screening and security operations at the Property, including but not limited to the right to establish and use security checkpoints, to place and operate screening equipment, to screen passengers and their property, baggage, and cargo and to perform such other activities and locate such other equipment as TSA deems necessary for TSA to perform its passenger and baggage screening function under federal law.
2. TSA shall not be responsible for any restoration costs when such cost is the result of the Airport's request to remove or relocate TSA equipment.
3. The rights to install, operate, maintain, repair, remove, and store equipment necessary for TSA's operations within the Space. TSA agrees to give notice to Airport and coordinate their screening activities with Airport whenever possible. To the extent required under federal law, TSA's contractor will obtain all state and local permits required to perform any work under this paragraph.
4. The right to refuse additions, improvements, modifications, revisions or other alterations within the Space by Airport, including the installation of fixtures and placement of personal property, that TSA reasonably believes may interfere with TSA's use of the Space.
5. Airport will provide TSA employee parking spaces according to its customary, non-discriminatory practices for employees of other governmental entities, including payment of applicable fees, if any. Such practices and fees shall be set out in a separate agreement between the Parties.

6. TSA agrees to coordinate with Airport so as to not overload the electrical, plumbing or HVAC systems associated with the Space. TSA will not install or cause to be installed equipment or machinery that will place a load upon any floor exceeding the load per square foot area that such floor was designed to carry.
7. Airport will maintain and keep in good repair the Space, including electrical, plumbing, and HVAC systems.
8. With the prior consent of TSA, such consent not to be unreasonably withheld, Airport may enter the Space used by TSA for the performance of Airport's obligations under federal law or other lawful purpose. Notwithstanding the foregoing, Airport will comply with all applicable federal security requirements (including badging and maintenance of sterile area) and will use its best efforts to minimize the disruption of TSA operations.
9. The Airport is responsible for janitorial services in the Space to include clean-up of bio-hazardous spills in accordance with 29 CFR 1910.1030.

ARTICLE V – EFFECTIVE DATE AND TERM OPTIONS (AUG 2018)

This Agreement shall commence on the Effective Date, **September 20, 2023**, and shall continue for one (1) year unless terminated as provided in Article XIII. The Agreement may be extended in accordance with Article VII. The total duration of this OTA shall not exceed five years.

ARTICLE VI – (RESERVED)

ARTICLE VII - FUNDING AND LIMITATIONS (AUG 2018)

For the initial 12-month Term of this Agreement, TSA shall be obligated to pay no more than **\$15,816.24** performance of this Agreement. Funding of the Option Terms shall be provided upon TSA's exercise of said option. Funding for all option years is subject to the availability of funds.

After the initial 12-month term, annual funding shall be unilaterally awarded by TSA with the TSA Contracting Officer's signature and concurrence by the Airport.

The Airport shall submit a proposed amendment with all required documentation to substantiate the proposed changes to this Agreement no later than 60 days prior to the current period of performance expiration date. All changes shall become effective upon the execution of a modification to this Agreement as indicated in Article XIV - Changes and/or Modifications. In no event shall TSA be liable for any expenses incurred by the Airport unless previously agreed to by TSA.

ARTICLE VIII: BILLING PROCEDURE AND INVOICE SUBMISSION INSTRUCTIONS (January 2022)

The Transportation Security Administration (TSA) partners with the United States Coast Guard Finance Center for financial services in support of TSA operations, including the payment of contractor invoices. Therefore, all contractor invoices must be submitted to, and will be paid by, the U.S. Coast Guard Finance Center (FinGen).

A. Payment / Performance Provisions

The Parties hereby agree to the following:

- A.1. Upon receipt of a Proper Invoice from the Airport, TSA shall reimburse the Airport for the costs of electrical consumption by TSA screening equipment in an amount calculated in accordance with the cost allocation methodology set forth in **Exhibit 2 ("Electrical Costs")** for the period of service indicated in the invoice.
- A.2. All reimbursement costs due under this Agreement shall be due after services are received and, to the extent appropriated funds are available, shall be paid within sixty (60) days of TSA's receipt of a Proper Invoice from the Airport.

Invoice Submission Method: Invoices may be submitted via U.S. Mail or email. Contractors shall use ONLY ONE method per invoice submission. The submission information for each of the methods is as follows in order of preference:

It is the responsibility of the contractor to verify that invoices are received, regardless of the method of submission used. Contractors may inquire regarding the receipt of invoices by contacting the U.S. Coast Guard Finance Center via the methods listed under Payment Status below.

1. Address to Mail Invoices:

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

2. Email Address:

FIN-SMB-TSAInvoices@uscg.mil or www.fincen.uscg.mil

Invoice Process: Upon receipt of contractor invoices, FinCen will electronically route invoices to the appropriate TSA Contracting Officer's Representative and/or Contracting Officer for review and approval. Upon approval, the TSA will electronically route the invoices back to FinCen. Upon receipt of certified invoices from an Authorized Certifying Official, FinCen will initiate payment of the invoices.

Payment Status: Contractors may inquire on the payment status of an invoice by any of the following means:

1. Via the internet: <https://www.fincen.uscg.mil>

Contacting the FinCen Customer Service Section via telephone at 1-800-564-5504 or (757) 523-6940 (Voice Option #1). The hours of operation for the Customer Service line are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. However, the Customer Service line has a voice-mail feature that is available 24 hours per day, 7 days per week.

2. Via the Payment Inquiry Form: <https://www.fincen.uscg.mil/secure/payment.htm>

Invoice Elements: The Airport's invoice format is acceptable for this OTA. However, invoices will automatically be rejected if the EFT banking information, Taxpayer Identification Number (TIN), and the Unique Entity Identifier (UEI) number are not included on the invoice.

All OTA invoices shall, at a minimum, include the following information:

1. OTA Number
2. Invoice Date
3. Invoice Number
4. Date of Incurred Electrical Services to be Reimbursed
5. Name and Address of the Airport Authority Requesting Fund Disbursement
6. Airport Authority Invoicing Point of Contact, with Address, Telephone, Fax and E-mail
7. Tax Identification Number
8. Unique Entity Identifier (UEI)
9. EFT Banking Information
10. Supporting Documentation to Substantiates the Amount of Funds to be Disbursed by TSA, as required.
11. Total Amount of Funds Requested to be Disbursed by TSA

Please Note: Effective April 4, 2022, DUNS numbers will no longer be used, and invoices must contain the SAM-issued Unique Entity Identifier (UEI) GXNVU5LML2T5 instead. Invoices received on or after April 4, 2022, without a UEI number will be considered an improper invoice.

All invoices must clearly correlate the invoiced amount to the corresponding contract line item number and funding citation. The Airport shall work with the Government to mutually refine the format, content and method of delivery for all invoice submissions during the performance of the OTA.

Also be advised that under 31 U.S.C. §§ 1552 and 1553, funds that were obligated to the OTA but have expired, remain available for adjustments for five (5) fiscal years following expiration of the period for which the relevant appropriation was made. After the respective timeframe, the expired account closes and the funds are not available for any purpose.

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

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

ARTICLE IX – AUDITS (FEB 2017)

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

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

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

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

ARTICLE X – AUTHORIZED REPRESENTATIVES (FEB 2017)

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

TSA Contacts

Contracting Officer

Brandon Prindle
Workforce & Enterprise Operations Division
Office of Contracting and Procurement
Transportation Security Administration
6595 Springfield Center Drive
Springfield, VA 20598-6025
Phone: 571-227-3002
Email: Brandon.Prindle@tsa.dhs.gov

Contract Specialist

Victor Carden
Workforce & Enterprise Operations Division
Office of Contracting and Procurement
Transportation Security Administration
6595 Springfield Center Drive
Springfield, VA 20598-6025
Phone: 571-227-4813
Email: Victor.Carden@tsa.dhs.gov

Contracting Officer's Representative

Ronald Colbert
Enterprise Support/Real Estate Management Division
Transportation Security Administration
6595 Springfield Center Drive
Springfield, VA 20598-6025
Phone: 571-227-3546
Email: Ronald.Colbert@tsa.dhs.gov

The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Airport will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Airport as a change in scope or liability to either party.

Airport Authority Contacts

Primary Contact

Name: Kimberly S. Jones
Title: Deputy Airport Director
Dane County Regional Airport
4000 International Lane, STE 15
Madison, WI 53704
Phone: 608-246-3390
Email: Jones.Kimberly@msnairport.com

Secondary Contact

Name: Adam Ussher
Title: Airport Attorney
Dane County Regional Airport
4000 International Lane, STE 15
Madison, WI 53704
Phone: 608-246-3388
Email: Ussher.Adam@msnairport.com

ARTICLE XI - LIMITATIONS ON LIABILITY (FEB 2017)

Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

The Airport has the affirmative duty to notify the TSA Contracting Officer in the event that the Airport believes that any act or omission of a TSA agent or employee would increase the Airport's costs and cause the Airport to seek compensation from TSA beyond TSA's liability as stated in Article IV (Responsibilities), or Article VII (Funding and Limitations). Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the Airport receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the Airport must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

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.

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 Contracting Officer for TSA and an authorized representative of Airport. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Airport or the TSA Contracting Officer.

At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, Airport may submit the dispute to the Deputy 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 (AUG 2018)

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

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

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

ARTICLE XV - CONSTRUCTION OF THE AGREEMENT (FEB 2017)

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

ARTICLE XVI - PROTECTION OF INFORMATION

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. Although it is not anticipated that any Sensitive Security Information (SSI) will be provided under this Agreement, in the event SSI is disclosed under this Agreement, as defined in 49 CFR Part 1520, such SSI shall be handled in accordance with that regulation and TSA policies.

ARTICLE XVII - (RESERVED)

ARTICLE XVIII – IMPROVEMENTS OR ALTERATIONS (FEB 2017)

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

ARTICLE XIX – GOVERNING LAW (FEB 2017)

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

ARTICLE XX – Attachments

Attachment A: Exhibit 1 --TSA Space Summary

Attachment B: Exhibit 2 - TSA Screening Equipment Power Consumption Estimate

End of Agreement

Exhibit 1 Dane County Airport

TSA Space Summary

| TSA Security Checkpoint Passenger Screening Space | Sq. Ft. |
|--|----------------|
| Checkpoint A | 5,328 |
| Checkpoint B | 4,304 |
| Checkpoint Total | 9,932 |
| Baggage Pod 3 | |
| Baggage Pod 4 | |
| Baggage Pod 5 | |
| Baggage Pod Total (Pods 1 – 5) | 9,744 |
| Total TSA Space | 19,376 |

Exhibit 2
TSA Screening Equipment Power Consumption Estimate
 Airport: MSN
 OTA: TBD
 Base Year
 Effective as of Date: September 2023

| Version: 13 | Input Cost per KWH (\$) | \$0.1275 | | | | | | | | |
|-----------------------|---|---|--------------------|--------------------------|---------------------|----------------------------|---|----------------------|---------------------|--|
| | Equipment | Operating Time (Hours): | Idle Time (Hours): | Turned Off Time (Hours): | Number of Machines: | Per Unit Cost per day (\$) | Total Cost per Day | Total Cost per Month | Total Cost per Year | |
| EDS: | InVision CTX-2500 [GE] | 16.0 | | | | \$4.284 | \$0.00 | \$0.00 | \$0.00 | |
| | InVision CTX-5500 [GE] | 16.0 | | | | \$6.120 | \$0.00 | \$0.00 | \$0.00 | |
| | InVision CTX-9000 [GE, Morpho] | 16.0 | | | | \$19.788 | \$0.00 | \$0.00 | \$0.00 | |
| | InVision CTX-9400 [GE, Morpho] | 16.0 | | | | \$19.788 | \$0.00 | \$0.00 | \$0.00 | |
| | InVision CTX-9800 [GE, Morpho] | 16.0 | | | | \$19.788 | \$0.00 | \$0.00 | \$0.00 | |
| | L3 eXaminer | 16.0 | | | | \$11.220 | \$0.00 | \$0.00 | \$0.00 | |
| | UPS | 16.0 | 8.0 | | 4.0 | \$3.672 | \$14.69 | \$446.76 | \$5,361.12 | |
| | CT-80 [Reveal] | 16.0 | | | | \$4.284 | \$0.00 | \$0.00 | \$0.00 | |
| ETD: | Smiths Detection Ionscan 400B [Barringer] | 16.0 | | | | \$0.367 | \$0.00 | \$0.00 | \$0.00 | |
| | Thermo Detection EGIS II | 16.0 | | | | \$3.519 | \$0.00 | \$0.00 | \$0.00 | |
| | Itemiser II [Morpho Detection, GE, Ion Track] | 16.0 | | | | \$0.204 | \$0.00 | \$0.00 | \$0.00 | |
| | Itemiser DX [Morpho Detection , GE] | 16.0 | | | | \$0.202 | \$0.00 | \$0.00 | \$0.00 | |
| | Implant Sciences QS220B | 16.0 | 8.0 | | 15.0 | \$0.269 | \$4.03 | \$122.67 | \$1,472.07 | |
| | Smith Detection Ionscan 500DT | 16.0 | | | | \$0.571 | \$0.00 | \$0.00 | \$0.00 | |
| ETP: | EntryScan3e [GE] | 16.0 | | | | \$2.448 | \$0.00 | \$0.00 | \$0.00 | |
| | Smith Detection Sentinel II | 16.0 | | | | \$10.608 | \$0.00 | \$0.00 | \$0.00 | |
| X-Ray Equipment: | | | | | | | | | | |
| TRX | Rapiscan 520B | 16.0 | | | | \$2.346 | \$0.00 | \$0.00 | \$0.00 | |
| | Rapiscan 522B | 16.0 | | | | \$2.346 | \$0.00 | \$0.00 | \$0.00 | |
| | Rapiscan 519 | 16.0 | | | | \$1.224 | \$0.00 | \$0.00 | \$0.00 | |
| | PerkinElmer Linescan 110 [L3] | 16.0 | | | | \$3.519 | \$0.00 | \$0.00 | \$0.00 | |
| | PerkinElmer Linescan 208 [L3] | 16.0 | | | | \$3.519 | \$0.00 | \$0.00 | \$0.00 | |
| | PerkinElmer Linescan 237 [L3] | 16.0 | | | | \$3.519 | \$0.00 | \$0.00 | \$0.00 | |
| | EG&G | 16.0 | | | | \$3.519 | \$0.00 | \$0.00 | \$0.00 | |
| | Heimann 6040i [Smiths Detection] | 16.0 | | | | \$1.173 | \$0.00 | \$0.00 | \$0.00 | |
| | Heimann 7555i [Smiths Detection] | 16.0 | | | | \$1.173 | \$0.00 | \$0.00 | \$0.00 | |
| | Heimann 5030i [Smiths Detection] | 16.0 | | | | \$2.346 | \$0.00 | \$0.00 | \$0.00 | |
| CT X-RAY | Analogic CT | 16.0 | 8.0 | | 2.0 | \$3.519 | \$7.04 | \$214.07 | \$2,568.87 | |
| AT1 | Rapiscan 620DV | 16.0 | | | | \$2.040 | \$0.00 | \$0.00 | \$0.00 | |
| | Heimann 6040aTIX [Smiths Detection] | 16.0 | | | | \$2.487 | \$0.00 | \$0.00 | \$0.00 | |
| AT2 Scanner | Rapiscan-620DV | 16.0 | 8.0 | | 3.0 | \$3.407 | \$10.22 | \$310.87 | \$3,730.45 | |
| | L3 ACX-6.4MV | 16.0 | | | | \$2.832 | \$0.00 | \$0.00 | \$0.00 | |
| | Smiths Heimann-6040aTix | 16.0 | | | | \$3.582 | \$0.00 | \$0.00 | \$0.00 | |
| AT2 AVS | Rapiscan-620DV | 16.0 | 8.0 | | 3.0 | \$0.612 | \$1.84 | \$55.85 | \$670.14 | |
| | L3 ACX-6.4MV | 16.0 | | | | \$0.204 | \$0.00 | \$0.00 | \$0.00 | |
| | Smiths Heimann-6040aTix | 16.0 | | | | \$0.204 | \$0.00 | \$0.00 | \$0.00 | |
| Document Scanner | Credential Authentication Technology (CAT) | 16.0 | 8.0 | | 4.0 | \$0.269 | \$1.08 | \$32.71 | \$392.55 | |
| WTMD Equipment: | CEIA 02PN20 | 3.0 | 21.0 | | 3.0 | \$0.122 | \$0.37 | \$11.17 | \$134.03 | |
| | Metorex 200D Rapiscan | 16.0 | | | | \$0.082 | \$0.00 | \$0.00 | \$0.00 | |
| | Garrett 6500i Enhanced Metal Detector | 16.0 | | | | \$0.071 | \$0.00 | \$0.00 | \$0.00 | |
| AIT Scanner | Rapiscan-Secure1000 | 16.0 | | | | \$1.877 | \$0.00 | \$0.00 | \$0.00 | |
| | L3 Provision-SC100 | 16.0 | 8.0 | | 2.0 | \$1.877 | \$3.75 | \$114.17 | \$1,370.06 | |
| AIT IO Workstation | Rapiscan-Secure1000 | 16.0 | | | | \$0.204 | \$0.00 | \$0.00 | \$0.00 | |
| | L3 Provision-SC100 | 16.0 | | | | \$0.204 | \$0.00 | \$0.00 | \$0.00 | |
| BLS Equipment: | Thermo Fisher Scientific TruScreen [Ahura] | 16.0 | | | | \$0.031 | \$0.00 | \$0.00 | \$0.00 | |
| | Ceia EMA-MS | 16.0 | | | | \$0.002 | \$0.00 | \$0.00 | \$0.00 | |
| | Smiths ResponderR | 8.0 | 8.0 | 8.0 | 5.0 | \$0.003 | \$0.01 | \$0.43 | \$5.21 | |
| Operational Equipment | Motorola Quantar Repeater/Station | 24.0 | 0.0 | 0.0 | 1.0 | \$0.306 | \$0.31 | \$9.31 | \$111.69 | |
| | | | | | | | Total Cost per Day | Total Cost per Month | Total Cost per Year | |
| | | | | | | | \$43.33 | \$1,318.02 | \$15,816.20 | |
| | | | | | | | ** | \$1,318.02 | \$15,816.24 | |
| | | | | | | | ** the annual amount is rounded for invoicing purposes. | | | |
| | Notes: | <p>Operating Time: Time the system is expected to be on and in use. The value is a weighted average based on the utilization rates determined for each system. Example being the AIT is not always performing a scan, due to the time required for the passenger to enter the system and the fact that checkpoints are not continuously in a fully loaded condition, thus the operating time power consumption value is a weighted average between the power used to perform a scan and the power used while the system is idle.</p> <p>Idle Time: Time the system is powered on but not expected to be screening.</p> <p>Turned Off Time: Time the system is turned completely off but is still plugged in and thus may be drawing a small amount of power.</p> | | | | | | | | |