

Memorandum



Date: October 19, 2004

Agenda Item No. 7(A)(1)(C)

To: Hon. Chairperson Barbara Carey-Shuler, Ed. D.
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: First Amendment to Baggage Wrap Concession Agreement between
Miami-Dade County and Secure Wrap of Miami, Inc.

RECOMMENDATION

It is recommended that the Board approve the attached first amendment to the Baggage Wrap Concession Agreement between Miami-Dade County and Secure Wrap of Miami, Inc. ("Secure Wrap"), substantially in the form attached hereto as Exhibit "A". It is also recommended that the Board waive formal bid procedures pursuant to Section 4.03 (D) of the Home Rule Charter and Section 2-8.1(b) of the Miami-Dade County Code. A bid waiver is being recommended because although the initial solicitation was competitively bid, the proposed First Amendment creates more favorable terms for Secure Wrap, as necessitated by the financial hardship caused by the tragic events of September 11, 2001, including the extension of the maximum available term by one (1) year as further detailed in the Justification section of this memorandum. It is further recommended that the Board authorize the County Manager or his designee to execute said amendment on behalf of the County.

AGREEMENT NAME: Baggage Wrap Services Agreement. Concession Agreement, Miami International Airport, between Miami-Dade County, Florida and Secure Wrap of Miami, Inc.

AGREEMENT LOCATION Terminal Building at Miami International Airport.

PROJECT DESCRIPTION: Exclusive privilege of installing, maintaining and operating baggage wrap operations in Zones 1, 2 and 3 and other locations in the Terminal Building at Miami International Airport, as provided in Exhibit A of the Agreement.

FIRM: Secure Wrap of Miami, Inc.

LOCATION OF FIRM: 4050 N.W. 29th Street, Miami, Florida 33142

COMPANY PRINCIPALS: Radames Villalon, President
Enrique A. Ramos, Vice-President
Peter P. Mestre, Vice-President

HOW LONG IN BUSINESS: Ten (10) years owning and managing baggage wrap services.

DBE

PARTICIPATION:

No measure was required by the Agreement. However, Secure Wrap, a Disadvantaged Business Enterprise itself, has adopted a mentoring program for Hannah Wrap, Inc., a local BBE firm, who is certified until March 31, 2006.

**PREVIOUS AGREEMENTS
WITH THE COUNTY:**

None

**ORIGINAL AGREEMENT
AMOUNT:**

Under the Agreement, Secure Wrap of Miami, Inc. pays to the County: (1) a Minimum Annual Guarantee (MAG) for the initial three-year term of the agreement of \$4,591,894 payable in equal monthly payments. The MAG during the first year of the Agreement was \$1,452,687. The MAG for the second year of the Agreement was \$1,528,062. The MAG for the third year of the Agreement is \$1,611,145; (2) a Percentage Fee of 7% of the Monthly Gross Revenues that exceed the sum of the Minimum Monthly Guarantee; and, (3) an annual rental fee for the locations in excess of \$62,300.

Secure Wrap of Miami, Inc. gross revenues for the past three (3) years were as follows:

<u>FY 03-04</u>	<u>FY 02-03</u>	<u>FY01-02</u>
\$3,178,886*	\$2,807,419	\$4,880,846

*Based on projected revenues.

TERM OF AGREEMENT:

Three years with an option for the County to extend for four (4) separate terms of one (1) year each.

The Agreement commenced on August 22, 2001 and expires on August 21, 2004. Upon execution of the First Amendment, the effective date of the First Amendment shall be August 22, 2004.

PREVIOUS MODIFICATIONS:

None

**AMOUNT OF
RECOMMENDED
MODIFICATION:**

N/A

**ADJUSTED AGREEMENT
AMOUNT:**

N/A

**PERCENT CHANGE THIS
MODIFICATION:**

N/A

**RECOMMENDED
MODIFICATIONS:**

(1) Modify the Minimum Annual Guarantee to provide for a MAG sliding scale; and, (2) modify the term of the Agreement to provide for one (1) term of five (5) consecutive years in lieu of the option for the County to extend for four (4) separate terms of one (1) year each.

JUSTIFICATION:

Secure Wrap commenced operations under this Agreement on August 22, 2001. Secure Wrap, less than one month after commencement of its operations, was then prevented from operating following the tragedy of September 11, 2001. After an agreement was reached with the Transportation Security Administration (TSA), Secure Wrap again began altered operations of wrapping bags. In December 2002, TSA again changed the restrictions and requirements that affected Secure Wrap's operations minimizing the operation and revenue opportunities.

Prior to this Agreement, three vendors, who generated in Fiscal Year (FY) 2001 annual revenues of \$5,261,876, handled the baggage wrapping concession. For FY02 and FY03 gross revenues for Secure Wrap were \$4,880,846 and \$2,807,419 respectively. The projected gross revenues for FY04 are \$3,178,886; therefore, generating 40% less revenue than the amount produced in FY01. Because of the uncertainty of this type of concession, the Department recommends that the monthly percentage fee be based on a sliding scale percentage fee.

Since the inception of this Agreement, several meetings have been held to discuss with Secure Wrap the contract requirements compared with market conditions since 9/11. It was concluded that Secure Wrap's business has been heavily impacted by the TSA implementation of security measures at the Airport. In an effort to address changed conditions and the impacts of 9/11, it is recommended that it is in the best interest of the County to waive competitive bidding procedures and extend the Agreement for one term of five (5) consecutive years in order to allow Secure Wrap the opportunity to recoup the revenue lost as a result of diminution of sales. Additionally, again in an effort to address the changed market and today's business environment, it is recommended that the current Minimum Annual Guarantee payment terms be modified to provide for the following sliding scale:

<u>Gross Revenues</u>	<u>Fee to County</u>
\$0 to \$3,000,000	\$150,000 Minimum Annual Guarantee or 9% of gross revenues, whichever is greater
\$3,000,001 to \$6,000,000	16% of revenues
\$6,000,001 and Higher	20% of gross revenues

For the reasons stated above, it is therefore recommended that the Board waive competitive bidding and approve this first amendment to the Baggage Wrap Concession Agreement with Secure Wrap of Miami, Inc. as being in the best interest of the County.

USING AGENCY:	Aviation Department
FUNDING SOURCE:	N/A
APPROVAL FOR LEGAL SUFFICIENCY:	Yes



Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: October 19, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(A)(1)(C)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor Agenda Item No. 7(A)(1)(C)
Veto _____ 10-19-04
Override _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF
FIRST AMENDMENT TO BAGGAGE WRAP
CONCESSION AGREEMENT WITH SECURE
WRAP OF MIAMI, INC. EXTENDING THE
AGREEMENT FOR ONE FIVE-YEAR TERM
AND MODIFYING MINIMUM ANNUAL GUARANTEE
WAIVING COMPETITIVE BID REQUIREMENTS**

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a First Amendment to the Baggage Wrap Concession Agreement between Miami-Dade County and Secure Wrap of Miami, Inc., which Amendment extends the Agreement for one term of five consecutive years in lieu of the option to extend for four separate terms of one year each, and modifies the Minimum Annual Guarantee, all as more particularly set forth in the accompanying memorandum from the County Manager. This Board authorizes the County Manager or his designee to execute the First Amendment in substantially the form attached hereto, for and on behalf of Miami-Dade County. Pursuant to the provisions of Section 2-8.1(b) of the Code, the competitive selection process for this First Amendment is hereby waived upon the written recommendation of the County Manager.

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

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this
19th day of October, 2004. This Resolution and contract, if not vetoed, shall become
effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

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

Roy Wood

By: _____
Deputy Clerk

**FIRST AMENDMENT TO
BAGGAGE WRAP SERVICES AGREEMENT, CONCESSION AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA AND SECURE WRAP OF
MIAMI, INC.**

THIS FIRST AMENDMENT, entered into as of the ____ day of _____, 2004 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Secure Wrap of Miami, Inc., hereinafter referred to as the "Operator".

WITNESSETH:

WHEREAS, by Resolution No. R-100-01, the Board of County Commissioners authorized an agreement between the parties hereto for the Baggage Wrap Services Agreement, Concession Agreement at Miami International Airport between Miami-Dade County, Florida and Secure Wrap of Miami, Inc., hereinafter referred to as the "Agreement", to install, maintain and operate baggage wrap equipment in Zones 1, 2 and 3 and other locations identified in the Agreement, in the Terminal Building at Miami International Airport; and,

WHEREAS, the Agreement provided for an initial term of three (3) years, with the County's right to extend the Agreement for four (4) separate terms of one (1) year each, and the County and the Operator have mutually agreed to extend the Agreement for one term of five (5) consecutive years, in order to allow the Operator the opportunity to recoup revenue lost as a result of a diminution of sales following the tragedy of September 11th, 2001 and the operational impacts to the Operator as a result of additional security measures.

WHEREAS, it has been mutually agreed by the County and the Operator to modify the Agreement to adjust the Minimum Annual Guarantee and the Monthly Percentage Fees and other related provisions of the Agreement; and,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree to amend Article 1.02 Extension (s), Article 3.03 Monthly Percentage Fee, Article 3.04 Minimum Annual Guarantee, and Article 3.09 Minimum Annual Guarantee Security, as follows:

1.02 Extension(s): The parties hereby agree to extend this Agreement for one (1) term of five (5) consecutive years. Upon the execution of this First Amendment by all parties, the effective date of this First Amendment shall be August 22, 2004. The Agreement will expire effective midnight on August 21, 2009.

EXHIBIT "A"

3.03 Monthly Percentage Fee: As consideration for the privileges granted to the Operator herein to engage in business at the Airport and not as payment for the use and occupancy of any property, the Operator shall pay to the County a percentage of gross revenues by which a Monthly Percentage Fee of 9% exceeds the Minimum Annual Guarantee as per Article 3.04, up to \$3,000,000, 16% on gross revenues from \$3,000,001 to \$6,000,000, and 20% on gross revenues more than \$6,000,001.

3.04 Minimum Annual Guarantee: As part of the consideration for the privileges granted to the Operator herein to engage in business at the Airport, the Operator shall pay to the County a Minimum Annual Guarantee during the extension period of the Agreement, as follows:

<u>Gross Revenues</u>	<u>Fee to County</u>
\$0 to \$3,000,000	\$150,000 or 9% of gross revenues, whichever is greater.

3.09 Minimum Annual Guarantee Security: Prior to the execution of this First Amendment, the Operator shall provide to the County, and shall keep in full force and effect during the term of this Amendment and, thereafter, until all financial obligations, reports or other requirements of this Agreement hereunder are satisfied, a surety bond or an irrevocable standby letter of credit, or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County for the payments required hereunder, in an amount equal to 100% of the fixed amount of the Minimum Annual Guarantee. The Department may draw upon such payment security instrument, if the Operator fails to pay any monies required hereunder within the time limits specified hereunder.

All other terms, covenants and conditions contained in the Agreement between the parties, dated, not inconsistent herewith, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have this First Amendment to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
A political subdivision of the State
of Florida

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

OPERATOR:

Name: SECURE WRAP OF MIAMI, INC.

By: _____

President

RADAMES YILLALON

Print Name

Attest: _____

Secretary

Emiguel A. RAMOS

Print Name

Approved as to form
and legal sufficiency

Roy Wood

Assistant County Attorney

(Corporate Seal)



MIAMI-DADE COUNTY

**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND
CERTIFICATIONS**

Project Title _____

Project Number _____

COUNTY OF MIAMI DADE

STATE OF FLORIDA

Before me the undersigned authority appeared, RADAMES (Print Name)

who is personally known to me or who has provided _____

as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

SECURE WRAP OF MIAMI, INC.

(Name of Firm/Respondent)

4050 NW 29 STREET MIAMI, FL 33142

(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its PRESIDENT

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address^{*} of the person or entity contracting or transacting business with Miami-Dade County is:

SECURE WRAP OF MIAMI, INC
4050 NW 29 STREET
MIAMI, FL 33142

2. If the contract or business transaction is with a Corporation^{**}, provide the full legal name and business address^{*} and title for each officer.

RADAMES VILLALON - PRESIDENT
7501 MILLER DRIVE
MIAMI, FL 33155

ENRIQUE A. RAMOS - VICE PRESIDENT
8433 S.E. WOODMERE DRIVE HOBE SOUND, FL 33455

3. If the contract or business transaction is with a Corporation^{**}, provide the full legal name and business address^{*} for each director.

RADAMES VILLALON 7501 MILLER DRIVE MIAMI, FL 33155

ENRIQUE A. RAMOS 8433 S.E. WOODMERE DRIVE
HOBE SOUND, FL 33455

4. If the contract or business transaction is with a Corporation^{**}, provide the full legal name and business address^{*} for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

RADAMES VILLALON 7501 MILLER DRIVE MIAMI, FL 33155

ENRIQUE A. RAMOS 8433 S.E. WOODMERE DRIVE
HOBE SOUND, FL 33455

5. If the contract or business transaction is with a Trust, provide the full legal name and address^{*} for each trustee and each beneficiary. All such names and addresses are:

N/A

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)**

6. The full legal name and business addresses* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

HANNAH WRAP, INC
GREGORY D. HANNAH
4030 NW 29 ST MIAMI, FL 33142

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture: N/A

(a) President: _____	(b) President: _____
Vice-Pres: _____	Vice-Pres: _____
Secretary: _____	Secretary: _____
Treasurer: _____	Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture: N/A

(c) _____ (Name)	(d) _____ (Name)
(c) _____ (Title)	(d) _____ (Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No): NO

10. Attach a list of the health care benefits to be paid to employees performing work under this Contract. N/A

11. Attach a list reflecting the current breakdown of the entity's work force and ownership as to race, national origin and gender.

(ADD EXTRA SHEETS IF NEEDED)
* Post Office Box addresses not acceptable.
** If a Joint Venture, list this information for each member of the Joint Venture

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II**

LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
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= (1) <i>N/A</i>	\$ _____	\$ _____	_____ %
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Summary of Construction Work performed

Litigation Arising out of Contract

= (2) <i>N/A</i>	\$ _____	\$ _____	_____ %
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Summary of Construction Work performed

Litigation Arising out of Contract

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)**

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
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(1)

_____	\$ _____	\$ _____	_____ %
Name of Dept. & Summary of Professional Services performed	_____		
Litigation Arising out of Agreement	_____		

(2)

_____	\$ _____	\$ _____	_____ %
Name of Dept. & Summary of Professional Services performed	_____		
Litigation Arising out of Agreement	_____		

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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)**

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)	\$ _____	\$ _____	_____ %

Name of Dept. & Summary of Professional Services performed _____

Litigation Arising out of Agreement _____

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(4)	\$ _____	\$ _____	_____ %
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Name of Dept. & Summary of Professional Services performed _____

Litigation Arising out of Agreement _____

=

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III**

A. How long has firm been in business? 10 YEARS

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? YES

If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit. SECURE SEALS OF FL, I, II, III

C. List firm's private sector business for the last five (5) years:

NAME OF CLIENT

DESCRIPTIVE TITLE OF PROJECT

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(ADD EXTRA SHEET(S) IF NEEDED.)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND** **[Please indicate which additional statement applies.]**

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____The person or affiliate has not been placed on convicted vendor list. [Please describe any action taken by or pending with the Florida Department of General Services.]

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631
Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

**MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY
DUE FEES OR TAXES CERTIFICATION**

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS AFFIDAVIT

The above named entity has adopted a Business Code of Ethics that complies with the requirements of Section 1 of Ordinance No. 01-96.

The above named entity hereby affirms its understanding that its failure comply with its Code of Business Ethics shall render any contract between it and the County voidable, and subject it to debarment from future County work pursuant to section 10-38(h)(2) of the Code of Miami-Dade County. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics. Nothing contained herein shall be construed to limit the powers and duties of the Inspector General as stated in other sections of the Code of Miami-Dade County.

**COUNTY CONTRACTORS EMPLOYMENT AND PROCUREMENT PRACTICES
(AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT)
ORDINANCE NO. 98-30**

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan and Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance No. 98-30. Either submittal shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Any Firm/Respondent which does not provide an Affirmative Action Plan and Procurement Policy may not be recommended by the County Manager for award by the Board of County Commissioners.

The Firm/Respondent shall submit only one of the following two affidavits with its bid/proposal, whichever one is appropriate to its circumstances.

**DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION
ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT**

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

- My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action plan to the Department of Business Development for review.
- My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.
- My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.
- My firm has a Board of Directors which is representative of the population make-up of the nation. (Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

Project No.: _____ Date: _____

Project Title: _____

STATE OF FLORIDA)

ss

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: RARAMES VILLALON after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

SECURE WRAP UP MIAMI INC

(Legal name, Corporation, Partnership, Firm, Individual)

hereinafter called Firm/Respondent) located at 4050 NW 29 STREET MIAMI, FL 33142
(address, city, state)

and, that said Firm/Respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. _____ and the expiration date of _____

Witness: [Signature]

By [Signature]

(Signature)

(Signature)

Witness: [Signature]
(Signature)

RARAMES VILLALON PRESIDENT
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 24th day of AUGUST 2004

FOR A CORPORATION PARTNERSHIP, OR JOINT VENTURE:

by: [Signature] Having the title of PRESIDENT

a _____ corporation () partnership () joint venture

He/She is () personally known to me, or () has produced _____ As identification.

Notary Seal:



Notary Signature: [Signature]

Type or print name: I LEANA TABERNEO

Please note:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and proposers on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of \$100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By:



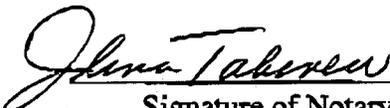
Signature of Affiant

R. JAMES VILLALON PRESIDENT
Printed Name of Affiant and Title

615-1013103112
Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 24th day of August, 2004

He/She is personally known to me or has presented _____ as
identification. (Type of identification)


Signature of Notary

CC 994873
Serial Number

Print or Stamp of Notary

1-21-05
Expiration Date

Notary Seal:

