

Memorandum



Date: July 9, 2012

RTC

Agenda Item No. 3B

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Award Recommendation for Non-Exclusive Management Agreement for the Operation of the Hotel MIA, Related Amenities and Food and Beverage Facilities at Miami International Airport, RFP No. MDAD-02-11

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) (i) waive Resolution No. R-1587-72 and competitive bid procedures pursuant to Miami-Dade County Code Section 2-8.1 and Section 5.03D of the Home Rule Charter; (ii) approve the award of a Management Agreement to TB MIA LLC for the operation of the Hotel MIA, related amenities and food and beverage facilities at Miami International Airport (MIA); and iii) authorize the County Mayor or the Mayor's designee to execute the Agreement substantially in the form attached hereto.

SCOPE

Miami International Airport is located primarily within Commissioner Rebeca Sosa's District Six; however, the impact of this item is countywide as MIA is a regional asset.

DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject agreement, the Aviation Director or designee has the authority to exercise the renewal options and to terminate the agreement.

FISCAL IMPACT/FUNDING SOURCE

It is estimated that the Agreement will generate \$15.5 million in annual gross revenues with a net annual return to the Miami-Dade Aviation Department (MDAD) of approximately \$5.2 million or 34% after payment of management fees and operating expenses. The management fee to be paid to TB MIA, LLC, is \$575,000 annually. Gross revenues for the seven-year term of the Agreement plus three one-year renewal options are estimated to be \$155 million, with management fees and operational expenses of \$103 million.

TRACK RECORD/MONITOR

TB MIA, LLC, is a newly created company and does not have any prior experience working with Miami-Dade County. However, Turnberry and its managing members, Jacqueline and Jeffrey Soffer have years of experience in the hotel and hospitality business, and reference checks have indicated their services are satisfactory. Additionally, Turnberry Airport Hangars LLC., with the same managing members, has a sublease approved by the Board of County Commissioners on June 9, 2005, with J.P. Aviation Investments, Inc., pursuant to the First Amendment to the Lease and Concession Agreement for development at Opa-locka Airport. Their performance under that agreement is satisfactory and payments are current. The monitor for this Agreement will be Ray Diaz, MDAD Chief of Commercial Operations.

DUE DILIGENCE

Pursuant to Resolution R-187-12, due diligence was conducted to determine the responsibility of TB MIA, LLC, including verifying corporate status and any performance or compliance issues. The lists reviewed included: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to responsibility for TB MIA, LLC.

BACKGROUND

A Request for Proposals (RFP) was advertised July 1, 2011, for qualified firms to propose on the opportunity to manage, operate, and maintain a full-service, first-class commercial hotel, related amenities and food and beverage facilities at MIA 365 days a year. The Selection Committee met October 25, 2011, to review the proposals submitted by the two responding firms: TB MIA, LLC, and Tria Adelfi Consulting, Inc. (DBA Adelfi Group). The Committee met again November 30, 2011, for oral presentations by the two firms and at the conclusion ranked them on the selection criteria contained in the RFP. The sealed price envelopes for both firms were then opened. As a result of totaling the points for both technical criteria and price for each proposer, the results were as follows:

PROPOSER	TECHNICAL CRITERIA POINTS	TOTAL PRICE POINTS	OVERALL ADJUSTED SCORE	PROPOSED PRICE (ANNUAL MANAGEMENT FEE)
TB MIA, LLC	4,840	997	5,837	\$ 525,000
Tria Adelfi Consulting, Inc. (DBA Adelfi Group)	3,253	1,750	5,003	\$ 299,000

At the conclusion of the last meeting, the committee recommended negotiations with TB MIA, LLC. Upon the Mayor's authorization and appointment, the Negotiation Committee met on February 8, 2012, and again on March 14, 2012.

During the course of the negotiations, issues regarding the budget, reimbursables and non-reimbursables could not be resolved in that the areas of concern required material changes not permissible pursuant to the RFP. The Negotiation Committee consulted with PKF Consulting, a hotel consultant, to determine if TB's price proposal was consistent with industry standards and comparable with compensation packages at similar locations. PKF advised that TB's price was in line with industry standards and suggested including insurance as a reimbursable according to standard industry practices. In the end, the Committee negotiated to include health insurance as a reimbursable, consistent with past practices; agreed to split the difference on workers' compensation and general liability insurance totaling approximately \$100,000; and proposed that the management fee proposed by TB MIA, LLC, be increased by \$50,000 for a total of \$575,000 a year. As material changes to the Agreement were being proposed to render it economically feasible, the committee recommended and I concurred with a presentation to the Board of a bid waiver awarding the Agreement to TB MIA, LLC.

This waiver is necessary in that material changes to the Agreement were negotiated in line with standard hotel industry practice. The Agreement is deemed fair and reasonable in accordance with industry practices as determined by an independent hotel consultant. This award recommendation will avoid the need for lengthy re-procurement which may not secure a more qualified operator than TB MIA, LLC, a uniquely qualified, local company. It is therefore recommended that the Board approve the recommendation to award the subject Agreement to TB MIA, LLC.

PROJECT: Hotel MIA, Related Amenities and Food and Beverage Facilities

PROJECT LOCATION: Miami International Airport

TERM OF CONTRACT: Seven years

OPTION(S) TO RENEW: At the sole discretion of the Department, the term of the Agreement may be extended for a maximum of three one-year periods.

CONTRACT MEASURES: A voluntary ACDBE Goal was established for this project

CONTRACT MEASURES ACHIEVED: 1% of gross revenues (\$51,000 per year) utilizing Gilly Vending

PAYMENTS FROM THE COUNTY: Management Fee of \$575,000 annually

COMPANY NAME: TB MIA, LLC

COMPANY PRINCIPAL(S): C. Scott Rohm
Jacquelyn Soffer
Jeffrey Soffer

GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN: TB MIA, LLC, a Limited Liability Company
Members: Jacquelyn Soffer 50% Jeffrey Soffer 50%

LOCATION OF COMPANY: 19501 Biscayne Blvd., Suite 400
Aventura, FL 33180

PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS: None

INSPECTOR GENERAL: Provisions for Inspector General and Independent Private-Sector Inspector General were included in the RFP

USER DEPARTMENT: Miami-Dade Aviation Department



Jack Osterholt, Deputy Mayor

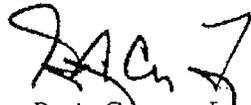


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 4, 2012

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

SUBJECT: Agenda Item No.

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's , 3/5's , unanimous) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION AWARDDING MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA AND RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES AT MIAMI INTERNATIONAL AIRPORT TO TB MIA LLC, FOR A TERM OF TEN YEARS, INCLUSIVE OF OPTIONS TO RENEW, AND IN THE MAXIMUM AMOUNT OF \$5,750,000 IN MANAGEMENT FEES; WAIVING COMPETITIVE PROCEDURES PURSUANT TO SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE AND SECTION 5.03(D) OF THE MIAMI-DADE COUNTY HOME RULE CHARTER; WAIVING RESOLUTION R-1587-72; FINDING SUCH WAIVERS TO BE IN THE BEST INTERESTS OF MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE SUCH AGREEMENT TO AND ENFORCE ALL TERMS THEREOF, INCLUSIVE OF EXTENSION PERIODS

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 hereby approves the award of a Management Agreement (“Agreement”) to TB MIA LLC for the operation of the Hotel MIA, Related Amenities and Food and Beverage Facilities at Miami International Airport (MIA) for a term of ten years, inclusive of option years, and for a total management fee of \$5,750,00; waives competitive bid procedures pursuant to Miami-Dade County Code Section 2-8.1 and Section 5.03D of the Home Rule Charter by a two-thirds vote of the Board members present; waives the provisions of Resolution R-1587-72; finds such waivers to be in the best interests of Miami-Dade County; authorizes the County Mayor or County

Mayor's designee to execute the Agreement, in substantially the form attached hereto, and to enforce all terms thereof, including any applicable extension periods.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray



**NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE
OPERATION OF THE HOTEL MIA, RELATED AMENITIES
AND FOOD AND BEVERAGE FACILITIES AT
MIAMI INTERNATIONAL AIRPORT**

THIS NON-EXCLUSIVE MANAGEMENT AGREEMENT, made and entered into as of the _____ day of _____, 2012 by and

Between the County:

Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

And

Management:

TB MIA LLC a limited liability company (Management) authorized to do business in the State of Florida; which term shall include its officers, partners, employees, successors, legal representatives, and assigns.

Description of the Project:

The County, as represented by the Miami-Dade Aviation Department (MDAD), has engaged Management to manage, operate and maintain a well-appointed full service commercial hotel in a first class manner including the related amenities, Food and Beverage facilities at MIA.

Miami International Airport Hotel (Hotel MIA or Hotel) located at the 2nd level of Terminal E is comprised of 259 rooms, a restaurant, conference center, auditorium rooms, a sushi bar, a lobby bar and an 8th floor that is currently under design consideration for a business center and fitness center. The 8th floor may or not may be refurbished during the life of this Agreement.

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EXHIBITS:

- Exhibit A:** Facilities
Exhibit B: Accounting and Internal Control Procedures
Exhibit C: Cover Page and Daily Deposit of Gross Revenues Report
Exhibit D: Daily Sales Summary
Exhibit E: Summary of Physical Inventory for the Month
Exhibit F: Tenant Airport Construction Non-Reimbursable Projects and Tenant
Airport Construction Reimbursable Projects
Exhibit G: Reimbursable Operating Cost
Exhibit H: Request for Replenishment
Exhibit I: Executed ACDBE participation forms (Submitted as Appendix I with
their proposal)
Exhibit J: Budget Instructions and Twelve Month Budget – Consolidated and by
Facility (Exhibit J as submitted with the proposal)
Exhibit K: Executed Labor Peace Agreement(s)
Exhibit L: Executed Affidavits of Successful Proposer
Exhibit M: Trans Fats Resolution

**NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE
OPERATION OF THE HOTEL MIA, RELATED AMENITIES
AND FOOD AND BEVERAGE FACILITIES AT
MIAMI INTERNATIONAL AIRPORT**

THIS MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2012, by and between Miami-Dade County, Florida (the "County"), a political subdivision of the State of Florida and TB MIA LLC ("Management"), a limited liability company authorized to do business in the State of Florida.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the covenants herein contained, the parties hereto agree as follows:

WHEREAS, the County owns Miami International Airport (MIA), and operates the Airport through the Miami-Dade Aviation Department.

WHEREAS, the Department desire to engage the services from the private sector in managing, maintaining and operating the MIA Hotel.

WHEREAS, Management desires to provide the management, operation, maintenance, and services contemplated for the MIA Hotel, which will enhance the accommodations and conveniences of airline passengers and Airport patrons.

WHEREAS, a Request for Proposal, RFP No. MDAD-02-11 was issued by MDAD on July 1, 2011 and in response to the Request for Proposal, the County received proposals and an award has been made to Management.

NOW, THEREFORE, in consideration of the premises, agreement, and the mutual covenants herein contained, the parties agree as follows:

DEFINITIONS

- **AGREEMENT:** The Management Agreement and all attachments hereto and a part hereof entered into by the County and Management, including all of its terms and conditions, attachments, exhibits, and amendments.
- **AMENDMENT:** A written modification to this Agreement executed by Management and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.
- **ANNUAL OPERATING BUDGET:** The projections of Management as to monthly and annual totals for revenues and expenses for each major financial account and line item, each distinct group of revenue and expense centers, and individual operating facilities, equipment, and the proper distribution of overhead and Management compensation to individual facilities.
- **CODE:** The Code of Miami-Dade County, Florida.
- **COUNTY:** Miami-Dade County owns the Miami International Airport (MIA) and operates the Airport through the Miami-Dade Aviation Department.
- **DEPARTMENT:** Miami-Dade Aviation Department (“MDAD”), which is a department of Miami-Dade County and represented by and acting through its Director or his/her designee(s).
- **DIRECTOR:** The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- **EFFECTIVE DATE:** The date that appears in the first paragraph of the Management Agreement.
- **HOTEL MIA:** The Hotel at the Miami International Airport, Related Amenities and Food and Beverage Facilities shall mean the (“Hotel” or “Facilities”) as reference in Exhibit A.
- **FISCAL YEAR:** The period of time which commences on October 1st of a particular year and concludes on September 30th, of the ensuing year.
- **MANAGEMENT:** An independent firm, company, joint venture, corporation, partnership, or individual approved to oversee the operations of the MIA Hotel.
- **MONTHLY MANAGEMENT FEE:** The fee paid Management for operating, managing and maintaining the Facilities.
- **MONTHLY VARIABLE MANAGEMENT FEE:** The fee paid to Management as an incentive for superior performance as reference in Sub-Article 6.02.

- **NET OPERATING INCOME (NOI):** See definition in the last paragraph of 6.02.
- **PROJECT MANAGER:** The person designated by the Department to administer the terms and conditions of this Agreement documents on behalf of the County.
- **SERVICES:** Those services that Management shall perform in accordance with the terms and conditions of this Agreement as directed and authorized in writing by the County.
- **WORK CONTRACTED:** Is defined as fulfilling the normal and ordinary tasks of managing, operating and maintaining the Hotel, and its related facilities, on a day-to-day basis.

ARTICLE 1
Term and Facilities

1.01 Term:

The County hereby engages Management and Management hereby agrees to manage, operate and maintain the Hotel, related amenities and food and beverage facilities located at Miami International Airport (the "Airport" or "MIA"), as described in Sub-Article 1.04 and commencing _____, 2012, for a term of seven (7) years (the "Term").

1.02 Extensions:

This Agreement may be extended at the sole discretion of the Department for a maximum of three (3) one-year extensions, given no existing Events of Default, see Sub-article 18.01 . Each Extension shall be exercised by the Department providing notice of said extension to Management, no later than ninety (90) days prior to the expiration date of the Agreement or the applicable Extension Period. In the event the Department does not give notice, this Agreement shall terminate accordingly. Management may, within thirty (30) days following the receipt of notice from the Department reject any such extension by written notice to the Department and, if so rejected, this Agreement shall terminate at the end of the term, or upon the termination of any exercised extension thereof as appropriate. Failure of Management to respond to the Department within the thirty (30) day notice period shall automatically constitute acceptance of the extension.

1.03 Termination of the Extension Period:

At any time during any exercised extensions of the term of this Agreement, pursuant to Article 1.02 above, Management, upon ninety (90) days advance written notice to the County, and the County, upon thirty (30) days written notice to Management, may terminate this Agreement without stated cause or liability to the other party.

1.04 Facilities:

The Department hereby makes available to Management the Facilities referenced in Exhibit A.

The Facilities of the County to be operated by Management hereunder consists of, but are not limited to, a furnished departure level (Terminal 2nd Floor) lobby, furnished offices, lobby and service elevators, 259 furnished hotel rooms, a boiler room, maintenance shop(s) and storage areas, and include the furniture, fixtures and equipment contained therein or subsequently acquired; title to which is and shall remain in the name of the County. The Facilities also includes the restaurant, conference rooms, public restrooms, kitchen facilities, a sushi bar, and cocktail

lounge. No furniture, fixtures or equipment shall be removed from the Facilities without the prior written approval of the Department. The Department reserves the unlimited right, without liability to Management, to alter, change, modify or delete portions of the Facilities listed on Exhibit A for purposes of refurbishment, modification, expansion, renovation, improvement or repair. The Department shall have the unlimited right to add new facilities or delete existing Facilities. Such additions or deletions shall be reflected herein by providing a revised Exhibit A to Management. Neither the addition nor the deletion of Facilities to be operated by Management hereunder shall change the method for calculating compensation due Management, pursuant to Article 6 hereof, unless a lesser compensation percentage fee pursuant to Article 6.02 is agreed to by the Department and Management, in writing, for any new facilities added hereunder. The Department has the right to require the upgrading of the existing furniture, fixtures, and equipment.

1.05 Proposal Incorporated:

Management acknowledges that it has submitted to the County a proposal ("Proposal") that was the basis for the award of this Agreement and upon which the County has relied. The Proposal of Management, where not inconsistent with the terms and conditions of this Agreement, is hereby incorporated into this Agreement by reference.

1.06 Contract Measures:

TB MIA LLC submitted the Schedule of Participation and Letter of Intent committing to utilize Gilly Vending In., for full line vending services. Gilly is a certified ACDBE under Vending Machine Operators. TB MIA, LLC submitted utilization forms to use Gilly Vending Inc., and is committed to a minimum 1% of gross revenues, which amounts to a total of \$51,000 per year which meets the voluntary ACDBE participation requirement.

1.07 Airport Concession Disadvantaged Business Enterprise (ACDBE)

1. ACDBE REQUIREMENTS:

It is the policy of the Miami Dade Aviation Department (MDAD) that ACDBE's shall have the maximum practical opportunity to participate in the performance of County agreements. As used in the RFP Documents, the term "Airport Concession Disadvantaged Business Enterprises (ACDBE)" means a small business concern, which (a) is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged

individuals who own it as set forth in 49 CFR Part 23, Code of Federal Regulations.

Management will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting ACDBE revenue commencing 90 days after beneficial occupancy and monthly thereafter, on or before the 10th of every month.

II. COUNTING ACDBE PARTICIPATION TOWARD CONTRACT GOALS:

1. When an ACDBE participates in a contract, only the value of the work actually performed by the ACDBE toward the ACDBE goal will be counted.
2. When an ACDBE performs as a participant in a joint venture a portion of the total dollar value of the contract during the complete contract term, equal to the clearly defined portion of the work of the contract that the ACDBE performs will be counted toward ACDBE goals as outlined in **Exhibit I**.
3. Expenditures to an ACDBE contractor toward ACDBE goals will be counted only if the ACDBE is performing a commercially useful function as defined below:
 - (a) An ACDBE performs a commercially useful function when it is responsible for execution of specific quantifiable work of the contract and is carrying out its responsibilities by actually performing, or managing, or supervising the specific identified work.

MDAD will determine whether an ACDBE is performing a commercially useful function by evaluating the specific duties outlined in the subcontract agreement or other agreements in accordance with industry practices.

- (b) An ACDBE does not perform a commercially useful function if its role is limited to that of an extra participant in a financial or other transaction, contract, or project through which funds are passed in order to obtain the appearance of ACDBE participation.
- (c) If an ACDBE does not perform or exercise responsibility for at least seventy (70%) percent of its participation or if the ACDBE subcontract's a greater portion of the work of a contract than would be expected on the basis of normal

industry practice for the type of work involved, it will be presumed that the ACDBE is not performing a commercially useful function.

- (d) When an ACDBE is presumed not to be performing a commercially useful function as provided in paragraph (c) of this section, the ACDBE may present evidence to rebut this presumption. MDAD will determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

- 4. MDAD's decision on commercially useful function matters are final.

III. CERTIFICATION-AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

In order to participate as an ACDBE on this contract, an ACDBE must be certified or have applied for certification to the Miami-Dade County Sustainability, Planning and Economic Enhancement Department/Small Business Development Division ("SPEED/SBD") or Florida Uniform Certification Program (FLUCP) at the time of Proposal submittal, but the ACDBE firm must be fully certified on or before the award date. ACDBE firms must maintain their certification throughout the term of this agreement.

Application for certification as an ACDBE may be obtained by contacting the Miami-Dade County Sustainability, Planning and Economic Enhancement Department/Small Business Development Division ("SPEED/SBD") located at 111 N.W. 1st Street, Stephen P. Clark Center, 19th Floor, Miami Florida 33128-1974 or by telephone at (305) 375-3111, website: www.co.miamidade.gov/sba/home.asp.

The ACDBE Certification List is maintained and published at least every other week by the Miami-Dade County Sustainability, Planning and Economic Enhancement Department/Small Business Development Division ("SPEED/SBD") and contains the names and addresses of currently certified Airport Concession Disadvantaged Business Enterprise (ACDBE's) certified by the agency.

The FLUCP (Florida Unified Certification Program) Directory is available at www.dot.state.fl.us/equalopportunityoffice. The Directory lists the firm's name, address, phone number, date of the most recent certification, certifying agency and type of work the firm has been certified to perform. The FLUCP updates the data every 24 hours and revises the Directory regularly. The address for Florida UCP is:

**Florida Department of Transportation,
Equal Opportunity Office
605 Suwannee Street, MS 65**

Tallahassee, Florida 32399-0450
Tel: (850) 414-4747 Fax: (850) 414-4879

IV. AFFIRMATIVE ACTION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS:

Management acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, Provisions of Title VI of the Civil Rights Act of 1964, and 49 CFR Part 23, Airport Concession Disadvantaged Business Enterprise Programs, are applicable to the activities of Management under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, U.S. Department of Transportation and the Federal Aviation Administration.

These requirements may include, but not be limited to, the compliance with ACDDBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the MDAD, the contracting of specified percentages of goods and services contracts to Airport Concession Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that Management has defaulted in the requirement to comply with the provisions of this section and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to Management to terminate this Agreement, pursuant to Default language referenced in the Management Agreement.

Management shall include the following nondiscrimination language in concession and management contracts with MDAD which is an assurance and clarification clause requested by the DOT and approved by the Miami Dade Aviation Director:

"This agreement is subject to the requirements of the US Department of Transportation's Regulations 49 CFR Part 23. concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23".

"Concessionaire or contractor agrees to include the above statements in any subsequent agreement or contract covered by 49 CFR Part 23, that it enters

and cause those businesses to similarly include the statements in further agreements”.

The provisions of this section shall be considered to be in addition to and not in lieu of the provisions of Title VI of the Civil Rights Act of 1964 applies.

Management agrees to include the above statements in any subsequent Management Agreements.

V. ACDBE MENTORING, ASSISTANCE AND TRAINING PROGRAM:

Consistent with the goal of providing ACDBE's with hands-on participation and the responsibility for a clearly defined portion of the contracted operations, subject to **Article 1.07 (f) above** hereof, each ACDBE shall have the duty and responsibility to operate certain areas of the contracted operation(s) following a mentoring period, if needed, which shall include but not be limited to the following specific duties and responsibilities:

A. Operations

- (1) Passenger profile analysis
- (2) Cash handling/sales audit
- (3) Enhancing sales
- (4) Selling to the customer
- (5) Staffing to meet customer levels
- (6) Opening and closing procedures

B. Personnel

- (1) Employment practices
- (2) Compliance with wage and hour laws
- (3) Compliance with County and Airport requirements
- (4) Designing compensation and benefits plans
- (5) Management and staff training to enhance product knowledge and customer service
- (6) Warehousing packaging and sales reporting of merchandise

C. Design and Display

- (1) Retail layout
- (2) Merchandising techniques
- (3) Visual display techniques

D. Loss Prevention

- (1) External and internal theft

- (2) Shop security

E. Books, Records and Reports

- (1) The books of account and supporting records of the joint venture(s) and the sub-contractor(s) shall be maintained at the principal office and shall be open for inspection by the MDAD or the ACDBE sub-contractor(s) or Joint Venture(s), upon reasonable prior written notice, during business hours.
- (2) The books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. Management shall provide to the sub-contractor(s) or joint venture(s), within an agreed upon time after the end of each month during the term of this agreement, an unaudited operating (*i.e.*, income) statement for the preceding month and for the year-to-date.
- (3) Reports of the ACDBE Mentoring Program shall be submitted to the Department's Minority Affairs and Business Management Divisions, outlining the specific areas of training (*i.e.*, components covered, total number of hours of training, training material covered, etc.).

VI. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN:

Management shall contract with those firm(s) as are listed on Management's ACDBE Participation Plan in the Proposal documents and approved by the Department, and shall thereafter neither (i) terminate such ACDBE firm(s), nor (ii) reduce the scope of the work to be performed, nor (iii) decrease the percentage of participation, nor (iv) decrease the dollar amount of participation by the ACDBE firm(s) without the prior written authorization of the Department.

The MDAD shall monitor the compliance of Management with the requirements of this provision during the term and/or extension of this agreement.

The MDAD shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records, records of expenditures, agreements between Management and the ACDBE Participant, and other records pertaining to ACDBE Participation Plan.

If at any time the MDAD has reason to believe that Management is in violation of this provision, the County may, in addition to pursuing any other available legal remedy, impose sanctions which may include, but are not limited to, the

termination or cancellation of the agreement in whole or in part, unless Management demonstrates, within a reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the MDAD upon Management except pursuant to a hearing conducted by the ACDBE Liaison Officer and/or Director.

ARTICLE 2 **Scope of Services**

2.01 Services:

Management shall manage, operate and maintain a well-appointed full service commercial hotel, related amenities and food and beverage facilities in a first class manner 365 days a year.

A. General

Management, on a twenty-four (24) hour basis shall: (i) operate and maintain the Facilities in a neat, clean, and first-class manner and condition; (ii) provide sufficient and trained personnel; (iii) provide safe and secure Facilities for guests; (iv) provide prompt, courteous and exceptional customer service; (v) operate in a cost effective and efficient manner. Management shall provide such reasonable services as needed or desirable to minimize cost and control expenditures, as well as develop strategies to maximize sales and optimize net income (yield).

B. Manage

1. **Marketing:** Management shall develop a marketing plan to submit along with the annual budget which shall analyze the competitions in the surrounding airport area and develop an action plan by market segment to address sales by room type. The room breakdown shall be accompanied by a rate structure for seasonal room rack rate.
2. **Rental Rates:** Management shall develop and submit for Department approval a unified pricing policy for each hotel room and meeting room type which stratifies pricing according to category. All proposed contracts between the hotel, the airlines, and travel agents must be submitted for prior approval to the Department.

The Department shall have further rights to utilize its own employees or engage another Company to provide said services in meeting rooms independent of the Agreement. If the Department engages another company to provide services in meeting rooms which are covered by the Agreement, the other company will indemnify Management or name Management as an additional insured. In such event, the revenue from

such operation shall not be included as Gross Revenue under the Agreement.

3. Hurricane/Disaster Response:

Management shall assist/participate in providing guest rooms, meeting rooms, food and beverage and personnel as warranted in the event of a hurricane, or mass migration, natural, or manmade disaster(s) preparedness, and/or response. Such costs are included in operational expenses.

4. Food and Beverage Services:

Management shall operate food and beverage services as assigned, including special or catered events, purchasing of food, to the preparation of meals and providing customer service. Management shall comply with the requirements of the multiple agencies overseeing food safety in Florida. These include but are not limited to: the Department of Health, the Department of Agriculture and Consumer Services, and the Department of Business and Professional Regulation.

Management may submit proposed concepts supported with projected revenues, but MDAD Project Manager approves changes.

C. Operate

Monitor customer service program(s), and respond to customer/passenger complaints on a timely basis. Management will submit their customer service-training program within thirty (30) days of the Agreement Effective Date, for the Department's review and approval.

Management shall participate in MDAD customer service program(s) and airport-wide customer service program implemented by the Department.

D. Maintain

Maintain or cause to maintain the Facilities pursuant to Department standards, as may be promulgated from time to time. Coordinate and maintain general oversight of deliveries of goods and products for the operations. Provide a comprehensive system (either manual or computerized) subject to prior approval of the Department that will track room repairs and monitor preventive maintenance for facilities. Room repair information should include type of repair, time and labor expended to do repair and cost of supplies used for repair. Documentation should be retained for at least 3 years and provided to the Department upon request for review.

Management shall plan, organize and control in accordance with the annual budget approved by the Department.

ARTICLE 3
Gross Revenue and Deposits

3.01 Gross Revenues:

All Gross revenues generated from the operation of the Facilities under this Agreement shall accrue to the County. "Gross Revenues" shall mean all monies, paid or payable for transactions involving the Hotel, including, but not limited to, room rentals, sales of food and beverages, sales of other services by Management to third parties at the Hotel, sales of movies through in-room televisions or through internet delivery, sales of internet services, vending machine commissions, public telephone commissions or revenue, rebates to Management for credit card processing, rebates to Management for any other purchased services, customer telephone charges and sales taxes collected from customers, excluding any payments to Management by the County pursuant to this Agreement, regardless of when or where the transactions are made or the services are rendered, whether paid or unpaid, whether on a cash or credit basis. Discounts and allowances pertaining to guest service related issues if approved in writing and as allowed by procedures accepted and approved by the Department, gratuities, credits and refunds, and reimbursement made to guests and patrons for actual advances and outlays made as an accommodation to said guests and patrons shall be excluded from Gross Revenues. Cashier shortages and undercharges (monies payable and receivable), from the Facilities operated hereunder, shall be netted against cashier overages and overcharges (monies paid and received) not refunded, on a daily basis. At the end of each reporting week if the cashier shortages and undercharges exceed the overages and overcharges, the difference shall be included in Gross Revenues and shall be paid to the County by Management from its own funds.

3.02 Deposits of Gross Revenues:

Management shall deposit Gross Revenues in a revenue depository account, of and to the credit of the County, in such banks and other depositories as the Department shall designate, in the manner described in the attached Exhibit C. Daily Deposits of Gross Revenues shall be comprised of Daily Deposits and Other Deposits. Daily Deposits shall be composed of daily Gross Revenues received in cash, check or traveler's check, credit and debit card vouchers with direct credit to the County's depository account, less any gratuities charged on credit and debit cards and other Department approved media plus any payments due the County from Management from net cashier shortages and undercharges. Daily Deposits shall be made as soon as practical, but not later than the next banking day following receipt of any revenue transactions. Other Deposits shall be composed of: Gross Revenues received in the form of receivables, such as airline and military vouchers when same day or next day "electronic funds transfer" is not available; credit and debit card vouchers not under direct credit to the County's Revenue depository account; and other forms of receivables as shall

be approved by the Department. Management shall remit to the County Gross Revenues, including in Other Deposits as soon as possible, but in no event later than the next banking day following receipt by Management. Duplicate deposit slips for Daily Deposits, property certified by a cashier or officer of the depository bank, shall be delivered to the Department as an attachment to the corresponding Exhibit D, Daily Sales Summary. Management shall provide the Department supporting documentation indicating the composition of the deposit and a validated deposit slip, and/or proof of wire transfer to the credit to the County's revenue depository account.

3.03 Daily Sales Summary:

Management shall prepare a Daily Sales Summary each day summarizing revenues received or accrued in each revenue classification, sales tax, total revenues, cash over and short, credit card and other receivables net of credit card commissions, net cash deposited and gratuities charged on credit cards generated during the previous day's operations, for each facility, plus other statistical data required by the Department. The Daily Sales Summary, as shown in the form of Exhibit D, shall reflect daily and cumulative totals for each revenue classification accumulated during the course of each seven-day period for each operating unit beginning each Sunday and ending each Saturday.. Management shall deliver each Daily Sales Summary, accompanied by a validated deposit slip, to the Department as soon as practical, but no later than 10:00 a.m. on the next banking day following execution of any revenue transaction.

3.04 Deposits and Receivables Procedures:

Revenue deposits and receivables shall be processed in accordance with standard hospitality industry accounting methodology and the normal procedures and controls contained in Management's procedures manuals, as approved by the Department which shall be subject to the required accounting and internal control procedures described in Exhibit B. Management shall provide a month end aged trial balance of accounts receivable by the first of each month for the prior month. Management shall be obligated to actively pursue collection of all accounts receivables and shall be and remain responsible for the amount of same until the Department shall approve a write-off of said receivables.

ARTICLE 4
Budgets and Reports

4.01 Annual Operating Budget:

With the exception of the first year, annually thereafter, but no later than December 1 of (or date to be determined by Department) each year of this Agreement or any exercised extensions, Management shall provide a recommended Annual Operating Budget, Exhibit J for the twelve-month period

beginning October 1 of the following year. The Annual Operating Budget including the accompanying percentages and ratios shall be used by the Department and Management as a means of controlling the revenues and expenses of Management and to measure Management's performance under this Agreement. The Annual Operating Budget shall contain all the materials and details required in the Preliminary Budget Estimate, pursuant to Article 4.01 above, updated to reflect the then-current conditions and circumstances. The Annual Operating Budget shall be presented in a monthly format, in total and by operating unit, with comparisons to the prior year and the current year budget and actual. The Annual Operating Budget and any subsequent amendments thereto, shall be subject to approval by the Department. Management, in making expenditures hereunder, shall not exceed the expenditure percentages and ratios that are approved annually for each line item of the approved Annual Operating Budget without the prior approval of an amendment to said Budget by the Department. Monthly, in conjunction with the Monthly Financial Statement required pursuant to Article 4.04, management shall report all deviations from the dollar amounts approved for each dollar line item in the Annual Operating Budget, so that the Department may amend such Budget. In the event that Management is required to make expenditures in excess of the amount included in a monthly increment of the approved Annual Operating Budget because of emergencies or operational necessity such expenditures must be approved by the Department, Management shall make such expenditures and shall promptly advise the Department of such action and the Annual Operating Budget shall be amended to reflect same. Within 10 calendar days of the date of notice of award of this Agreement, Management shall submit to the Department for its consideration a proposed Annual Operating Budget for the first year of this Agreement. Approval of the Annual Operating budget shall not be construed as authority for Management to spend all monies budgeted. Approval of the Annual Operating Budget shall not deprive the County of the right to examine expenditures under this Agreement, including but not limited to expenditures previously approved or authorized in the Budget process, to determine compliance with the terms of this Agreement. The terms of this Agreement cannot be modified or altered by approval of any Annual Operating Budget, and, in the event of a conflict, the terms of this Agreement shall govern the payment obligations of the County.

4.02 Budget – Employee Expenses:

The Budget provided by Management to the Department shall include a twelve-month period beginning October 1 for the staffing of operations hereunder and reimbursable wage rates and fringe benefits of employees of Management ("Employee Expenses") including the following:

- (a) The total number of Reimbursable employees of Management under this Agreement;

- (b) A classification title and job description of each job to be performed by employees of Management hereunder, including a designation of which classifications are considered management and supervisory.
- (c) The number of employees who will be performing each job classification hereunder;
- (d) The wages or salary to be paid each employee hereunder according to job classification. Provide the pay range for each position using U.S. Department of Labor, Occupational Employment and Wages.
- (e) The fringe benefits for full time reimbursable employees are six (6) paid holidays, six (6) paid sick days, one (1) week vacation for employees which have worked greater than one year and two (2) week vacation for employees which have worked greater than two (2) years. Benefits must be used in the year earned and shall not be carried over to the following year.

This section shall be utilized solely to pay for personnel working as employees of Management. Management shall not bill or budget under this section for personnel costs associated with third party vendors under contract to Management. Third party vendors under contract shall be reported as Contract Service as set forth in Exhibit G.

- (f) Health insurance for full time reimbursable employees in accordance with Article 8.15, Purchasing, subject to Department approval.

4.03 Changes in Employee Expenses by Management:

Management shall not provide, change, alter or modify items (a) through (e) in Sub-article 4.02, without the prior written approval of the Department.

If any such change, alteration or modification results in an increase or decrease in Employee Expenses, then the Annual Operating Budget and Reimbursable Operating Expenses, as defined in Article 5.01, shall be adjusted accordingly by the Department. Third party contracts for the provision of any of these benefits must be approved by the Department and be cancellable at all times by the Department.

4.04 Monthly Financial Statement:

As soon as practical, but no later than fifteen (15) days following the close of each monthly period, Management shall provide the Department with comparative Monthly Financial Statements which shall reflect, in detail, budgeted and actual revenue and expense balances and their variances for each individual and consolidated group of revenue and expense centers under the control of

Management hereunder. These Monthly Financial Statements shall be accompanied by a narrative from management explaining the factors that impacted monthly performance, and explanations of all budget variances. The Department may require that these Monthly Financial Statements reflect costs and expenses absorbed directly or indirectly by the County, such as, but not limited to, utilities, amortization of investments and attributable debt service thereon, foregone rentals at a rate(s) established by the Department, and the like.

4.05 Monthly Inventory Report:

As soon as practical, but no later than two (2) business days following the close of each month, Management shall provide the Department with a Summary of Physical Inventories in the form shown in Exhibit E, which shall reflect the opening and closing of physical inventory values for each major category of merchandise, supplies and materials, as well as the net changes in balances. The Department, at its discretion and without notice, may elect to observe and/or participate in inventory taking procedures.

4.06 Annual Audit:

As soon as practical, but no later than December 1 of each year of this Agreement, Management shall provide the Department with financial statements for the operations of the Facilities under this Agreement reflecting full disclosure for the annual period ending September 30 of each year and any partial years, and the management letter resulting from a review of the operations, internal controls and other observations. Said financial statements shall be audited and the management letter prepared by the external auditors of the Department or any other firm of qualified independent Certified Public Accountants designated by Department. Following their completion, the Department and Management shall be provided with copies of the audited financial statements and the management letter.

4.07 Other Reports:

The Department may require Management to provide other reports generated by Management in the normal course of operations, which may include, but are not necessarily limited to, the following:

- (a) Daily Revenue Comparison Reports
- (b) Marketing Reports
- (c) Maintenance Reports
- (d) Labor Performance Reports
- (e) Exception Reports
- (f) Competitive Pricing Analysis
- (g) Internet search engine comments and review
- (h) Room by Category Inventory
- (i) Other reports to be determined.

4.08 Related Party Purchases:

Management is required to provide full disclosure and to seek prior written approval from the Department for all transactions which involve a Related Parties in either a revenue transaction or the purchases of goods and services. "Related Parties" shall mean Management itself and any entity which has a direct or indirect ownership interest in Management, or in which Management has a direct or indirect ownership interest, or in which a parent company of Management has a direct or indirect ownership interest, and any creditors of such Related Parties.

As to expense transactions, Management shall provide the following information: dates of transactions, dollar values of transactions, invoice numbers, check numbers, a disclosure of any allowances, discounts or rebates applicable to such transaction(s), the bases for calculating the charge and a description of the relationship of Management with such parties.

As to revenue transactions, Management shall provide the following information: dates of transactions, description of transactions, dollar values of transactions (billing rates as well as cost calculations and support), invoice date and number, payment date and amount. All revenue and receivables transactions shall be processed in accordance with Article 3 Gross Revenues and Deposits to ensure billings, payments and deposits are made on a timely basis.

Allocations of either revenues or expenses which cannot be substantiated to the satisfaction of the Department, in its sole discretion are expressly prohibited. The County, directly or through its internal or external auditors, reserves the right to inspect the original copies of all applicable documents supporting Related Party transactions, in the possession of Management (and Related Parties, where the relationship is based on ownership), and the methods used for allocating and distributing costs and credits.

4.09 Form of Reports:

Except where a specific format of reports is elsewhere specified, Management shall keep books of account and other records reflecting the results of operation of the Hotel in accordance with the Uniform System of Accounts for the Lodging Industry, Tenth Revised Edition and generally accepted accounting principles.

ARTICLE 5
Cost Reimbursements

5.01 Reimbursable Operating Expenses:

Management shall cause all obligations arising from operation of the Facilities to be paid when due. To the extent that such costs are readily discernible as

attributable to the operation of Management hereunder, the County shall reimburse Management for all direct costs of operation hereunder, including material costs, payroll and related expenses, variable and fixed controllable and uncontrollable expenses, utilities, audits, capital operating equipment, maintenance and such other operating expenses approved by the Department or described in the approved Annual Operating Budget. Such expenses, as further defined in Exhibit G hereto, shall be referred to as "Reimbursable Operating Expenses". Reimbursable Operating Expenses shall include Employee Expenses as defined in Article 4.02. The County shall not reimburse Management for any Employee Expenses in excess of the amounts set forth in the Annual Operating Budget, except as provided in Article 4.03. It is the intent of this Agreement and specifically this Article 5.01 and 5.02 below that Management shall be reimbursed for all reasonable and appropriate expenditures made pursuant to this Agreement not inconsistent with the terms contained herein.

5.02 Imprest Operating Account:

The County shall establish, in its name and to its credit, an Imprest Operating Account to be used exclusively for payment by Management by check of Reimbursable Operating Expenses, excluding those paid from other accounts or funds pursuant to this Agreement. Checks to be issued from this account should not be released to the vendor for payment until such time as the County has approved the expenditure.

The Imprest Operating Account shall be funded by the County in such amounts as the Department shall deem necessary to ensure that payments are made on a timely basis. The balance of the Imprest Operating Account may be increased or decreased by the Department, from time to time, based on experience. The Department shall designate authorized signatures for this Imprest Operating Account, including County, Department, and Management representatives as the Department shall deem appropriate and authorize, in writing, from time to time.

Bank statements and cancelled checks pertaining to the Imprest Operating Account shall be sent directly to the Department. Said documents shall be picked up by Management from the Department for reconciliation and shall be returned within five working days thereafter. When applicable, Management should utilize electronic computer access to bank accounts and statements to facilitate the timely reconciliation of the monthly bank statement, in which case, the due date of the reconciliation will be adjusted accordingly.

5.03 Imprest Payroll Account:

Management shall establish, in its name and to its credit, an Imprest Payroll Account to be used exclusively for the payment of net payroll costs. The Department, upon the recommendation of Management, shall designate authorized signatures on this Imprest Payroll Account. Bank statements and

cancelled checks pertaining to the Imprest Payroll Account shall be sent directly to the Department. Said documents shall be picked up by Management for reconciliation and shall be returned within five (5) business days thereafter.

Bank statements and cancelled checks pertaining to the Imprest Payroll Account shall be sent directly to the Department. Said documents shall be picked up by Management for reconciliation and shall be returned within five working days thereafter. When applicable, Management should utilize electronic computer access to bank accounts and statements to facilitate the timely reconciliation of the monthly bank statement, in which case, the due date of the reconciliation will be adjusted accordingly.

5.04 Imprest Checking Account:

The County shall establish and fund from the Imprest Operating Account, in its name and to its credit, an Imprest Checking Account to be used exclusively for the payment by check for purchases and expenses, which must be paid for on delivery. The balance of such Account shall be in such amount as is deemed adequate by the Department. The Department, upon the recommendation of Management, shall designate those persons authorized to sign checks against the Imprest Checking Account on behalf of Management. The Imprest Checking Account shall be treated from an accounting perspective in the same manner as the Imprest Operating Account.

The Imprest Checking Account shall also be used to pay expenses on approved construction projects.

5.05 Petty Cash Fund:

Management may establish an Imprest fund in an amount sufficient to fulfill its intended purpose, in its name and to its credit a Petty Cash Fund to be used for making petty cash disbursements which may be necessary from time to time.

5.06 Invoices for Reimbursable Operating Expenses:

Invoices for Reimbursable Operating Expenses, other than those subject to the reimbursement procedures contained in Article 5 herein, shall be recorded daily, or such other frequency as the Department may authorize. Information shall be recorded separately for each transaction and shall include vendor name, invoice number, invoice date, invoice amount, net of maximum available purchase discounts, invoice due date, and expense classification in accordance with the Chart of Accounts customarily used by Management and approved by the Department. As soon as practical, but no later than the next working day or such other frequency as the Department may authorize, the Check Register Report and supporting invoices, duly approved by Management, shall be delivered to the Department for preliminary review and approval. The Department reserves the

right to solicit additional information pertaining to any invoices which appear to be unrelated to operations controlled by Management or otherwise deemed by the Department worthy of investigation. Except as otherwise specifically provided herein, Management shall not pay any invoices listed on a check register until same are preliminarily approved by the Department. In the event that Management has paid any invoices listed on a Check Register Report which are not subsequently approved for good cause by the Department on a Request for Replenishment as defined in Article 5 herein, Management shall pay the amount of such non-approved invoices into the Imprest Operating Account. If such payment is not made within ten days of the date such payments are disapproved, the Department shall either deduct such amount from the Monthly Management Fee or invoice Management for such costs and such failure to pay may be deemed by the Department to be a breach or default hereof.

Services obtained from outside vendors should be obtained through sealed bidding, of at least three cost proposals which provides the detailed service, cost per hour/unit, time for completion and a grand total for job. Quotes should include verification by Management of a true business location and license before approval. The Department must approve any contracted services by Management that will exceed \$1,000.00 prior to Management entering into a contract. Copies of all new and renewed contracts must be provided to the Department so expenditures against those contracts are verified. Also, copies of all quotes should be submitted to the Department in the initial replenishment package for our records.

5.07 Payment of Invoices:

Following preliminary approval by the Department, pursuant to Sub-article 5.06 above, a check register, along with original supporting invoices, shall be processed by Management for payment in accordance with the normal procedures of Management. Payments shall be made by check drawn on the Imprest Operating Account, paying only approved invoices reflected on the preliminarily approved check register. Management shall maintain separate paid invoices files for operations covered by this Agreement, and said paid invoices files, including supporting documents, such as, but not limited to, purchase orders, shipping and receiving slips and the like, shall be County property, held in fiduciary possession by Management. At the request of the Department, but no less often than quarterly, Management shall deliver to the Department all paid invoices files related to operations pursuant to this Agreement, not previously provided to the Department pursuant to other provisions hereof.

Services obtained from outside vendors should be obtained through sealed bidding, of at least three cost proposals which provides the detailed service, cost per hour/unit, time for completion and a grand total for job. Quotes should include verification by Management of a true business location and license before approval. The Department must approve any contracted services by Management

that will exceed one thousand (\$1,000.00) dollars prior to Management entering into a contract. Copies of all new and renewed contracts must be provided to the Department so expenditures against those contracts are verified. Also, copies of all quotes should be submitted to the Department in the initial replenishment package.

5.08 General Change Fund:

Management may establish, and fund, subject to requests for reimbursement, a fund in an amount sufficient to fulfill its intended purpose, in its name and to its credit a General Change Fund. Cashiers who handle cash will be provided with their own cash bank before the start of a work shift and will be returned at the end of the shift. Notwithstanding, nothing herein shall prevent Management from the use of rotating cash banks to prevent fraud, if approved by the Department.

Management shall be responsible for ensuring the cash on hand and receipts equal the authorized amount of the fund at all times. Change funds must be kept separate from all other funds, such as petty cash. These funds are subject to periodic audits. The General Change fund may also be used to pay gratuities which may be necessary from time to time.

5.09 Payment of Payroll Expenses:

Each week, or such longer period as shall be agreed to by Management and the Department, Management shall transfer from the Imprest Operating Account to the Imprest Payroll Account an amount equal to reimbursable net payroll costs reflected on the payroll journal of Management for such period. Employee payroll checks shall be processed in accordance with the normal procedures and controls of Management, subject to required internal control procedures described in Exhibit B. The Department may, at any time, monitor and audit the paying of reimbursable employee. Payroll checks shall only be written against and be accounted for in the Imprest Payroll Account.

5.10 Account Replenishment:

The Imprest Operating, Imprest Payroll and Imprest Checking Accounts shall be maintained on an Imprest (i.e. an advance of County funds for County purposes) basis. Disbursements from the Imprest Checking Account shall be listed on Management letterhead indicating check number, date issued, payee, amount, and expense classification, with original copies of invoices, delivery slips and like documents attached. Management shall similarly prepare separate listings of reimbursable disbursements from the General Change Fund or separate petty cash fund, if so authorized, which shall be paid to Management by the County, upon approval by the Department, from the Imprest Operating Account. Replenishment of the Imprest Checking Account by the County shall be made when necessary by check or wire transfer drawn on the Imprest Operating

Account, with the respective disbursement listings supported by individual invoices.

5.11 Replenishment of Imprest Operating Account:

The Imprest Operating Account shall be replenished by the County, as needed, by check or wire transfer drawn on County banking resources, other than the accounts and funds established pursuant to this Agreement, deposited directly into said Imprest Operating Account. Such replenishment shall be based upon a Request for Imprest Operating Account Replenishment, in the form shown in Exhibit H hereto ("Request for Replenishment"), prepared by Management, covering Reimbursable Operating Expenses paid for the seven-day period beginning each Sunday and ending each Saturday.

The Department shall have the right to require the submittal of separate Requests for Replenishment for separate expense categories. Requests for Replenishment of preliminarily approved Reimbursable Operating Expenses reflected on check register shall be accompanied by the original copies of corresponding invoices. The County shall only replenish the Imprest Operating Account to Reimbursable Operating Expenses supported by invoices or as otherwise provided herein. Any monies paid by Management from the Imprest Operating Account which has not been authorized for replenishment as described herein shall be deposited to the Imprest Operating Account by Management or shall be subsequently deducted from the Monthly Management Fee by the Department until such time that such expenditure may be properly authorized. Management shall deliver copies of the Imprest Operating Account check register to the Department within three business days of their production in the ordinary course of operations of Management.

5.12 Requests for Replenishment – Payroll Related Costs:

In accordance with the pay period frequently approved pursuant to Article 5.09, Management shall prepare a separate Request for Replenishment for reimbursable net payroll costs, in an amount equal to the transfer of reimbursable net payroll costs for the corresponding payroll period from the Imprest Operating Account to the Imprest Payroll Account. Requests for Replenishment covering reimbursable net payroll costs shall be accompanied by the corresponding payroll journal or register as evidence of payment. Periodically, but not more frequently than weekly, Management shall prepare additional Requests for Replenishment from the Imprest Operating Account for the costs of employer paid payroll taxes and employee fringe benefits of Management. Said Requests for Replenishment shall be prepared in accordance with the frequency and timing of the actual expenditures for such employer paid payroll taxes and employee benefits. Such periodic Requests for Replenishment covering reimbursable employer paid payroll taxes and employee fringe benefits, shall be accompanied by photocopies of payroll tax deposits, payroll tax returns, and such other supporting documentation as may be requested by the Department under the circumstances.

Management shall not be reimbursed for employee severance pay, or for the cost of fringe benefits not earned or accrued or while an employee has worked for Management other than at the Facilities. Periodically, but no less often than quarterly, Management shall prepare a detailed reconciliation of actual payroll and payroll related costs and deliver same, along with copies of corresponding Requests for Replenishment, and Federal and State quarterly tax returns, to the Department as soon as practical, but no later than twenty days following the close of every calendar quarter.

5.13 Requests for Reimbursement-Uncollectible Credit Charges:

Each month, Management shall prepare a request for reimbursement for dishonored checks and uncollectible credit card charges, which shall be supported by photocopies of each check and credit card charge claimed (charge back), and a written explanation as to the reason for uncollectibility. Charge-backs which resulted from the failure of Management to apply prescribed procedural controls shall not be reimbursed. Management shall not record the financial effect, nor execute reimbursement for any charge-backs not authorized by the Department. Reimbursements for authorized charge-backs shall be made payable to Management, and shall be recorded appropriately in accounting records.

5.14 Special Requests for Reimbursement-Other Costs:

Certain Reimbursable Operating Expenses may be incurred by Management and not processed through Daily Invoice Reports or payroll and related expense records. Reimbursement of such costs shall be made by processing special requests for reimbursement, as necessary, accompanied by evidence of payment, supporting third party documents, supporting calculations, and any other information the Department may deem necessary. Management and the Department shall agree as to the types of expenses to be reimbursed using this procedure.

5.15 Special Requests for Payment-Management Compensation:

The Monthly Management Fees shall be billed through a special request for payment, accompanied by the following information:

- (a) Letter from Management, on its letterhead and signed by the General Manager, summarizing fee computations, computed in accordance with Article 6, hereof.
- (b) Monthly or Quarterly Financial Statements, as appropriate.
- (c) Monthly and year-to-date financial statement showing actual performance against the Annual Operating Budget-to-date and performance for the same period in the prior fiscal year.

- (d) Submit a narrative explaining variances and impacts to the operations over prior year.

The Department shall withhold payment of the Monthly Management Fee(s) until all the requirements of this Article 5 and are met, including compliance by Management with any payment due under the bonus compensation program as provided in sub-article 6.03.

The Management fee shall be deemed to include, and shall be full and complete payment of: (1) all profit for Managements' operations at the Hotel, (2) all costs associated with remote or home-office support of Management's operations at the Hotel, (3) all indirect administrative costs associated with Managements' operations at the Hotel, (4) insurance premiums to be carried by Management related to operations at the Hotel and its Related Facilities, including workers compensation and general liability insurance, life insurance (5) all costs associated with travel for Management personnel, (6) all mark-up on work contracted by Management, including contracts for goods and services, (7) costs associated with parking fees, (8) costs associated with professional memberships or continuing education, (9) legal fees and expenses incurred by Management, its vendors, subcontractors, and suppliers, (10) the value of stock options provided to Management employees, if provided, (11) internal advertising, (12) accounting fees, (13) Salary and benefits of the General Manager, required pursuant to Sub-article 7.01 hereof, such as, but not limited to, salary, fringe benefits, pension contributions, automotive allowances, insurance and payroll related taxes and continuing professional education programs, (14) bond costs associated with Sub-article 13.01 of this agreement. Nothing herein shall preclude Management from self-performing services if both (1) the County, in advance, and in its sole discretion, in writing authorizes such self-performance and also (2) Management first solicits three bids for such work, and the cost for Management to self-perform this work is less than the lowest bid received. The County shall have no obligation to approve any request to self-perform work.

Certificates of Insurance must be submitted in accordance with Article 15, Insurance.

5.16 Management Operations Procedures Manual:

Management must develop a Operations Procedures Manual within thirty (30) days from the effective date. The Procedures Manual will contain all of the specific information regarding the operation at MDAD including but not limited to hours of operation, staffing levels, rates, maintenance schedules, special circumstances, policies and procedures. The contents of the Procedures Manual shall be subject to MDAD approval. Management shall be responsible for operation in accordance with the Procedures Manual. The Procedures Manual may be amended at any time by the Department.

5.17 Non-Reimbursable Expenses:

Without limiting or modifying any other provision of this Agreement which may pertain to reimbursement of fees, Management shall not be reimbursed for its expenses as a corporation, partnership or individual, of the following and similar in nature, including but not limited to:

- (a) Any component of the Management Fee,
- (b) Management's overhead and cost allocations.
- (c) Management's legal and accounting fees;
- (d) Charitable and political contributions.
- (e) Employee Travel, including air, transportation, meals, incidentals and related expenses
- (f) Entertainment, including entertainment for the purposes of business development or client retention.
- (g) Public relations, gifts, dues and memberships and entertainment.
- (h) Salary and benefits of the General Manager, required pursuant to Article 7.01 hereof, such as, but not limited to, salary, fringe benefits, pension contributions, automotive allowances, insurance and payroll related taxes and continuing professional education programs.
- (i) Any penalties, assessments or fines issued by any court or authorized government entity or agency.
- (j) Employee social functions.
- (k) Employee severance pay, and the cost of fringe benefits not earned or accrued during the time of the Agreement or while the employee has worked for Management other than at the Facilities.
- (l) Charge-backs which resulted from the failure to apply controls as described in Article 5, Cost Reimbursements.
- (m) Performance Bond.
- (n) Any other expenses which are for services which do not provide a direct benefit to the MDAD operations of the hotel.

- (o) Insurance premiums including general liability, workers compensation, life insurance, and auto insurance. Certificates of insurance must be submitted in accordance with Article 15, Insurance.

5.18 Cash Losses:

All cash losses, except losses arising out of the criminal acts of employees of Management or third parties, shall be the responsibility of and reimbursed by Management. The exclusion of criminal act losses must be supported by copies of filed police reports.

5.19 Prompt Payment:

Management shall be fully responsible for making prompt and timely payment of all obligations arising out of this Agreement, so as to maximize the potential for available discounts and commissions. All discounts, allowances, premiums and commissions paid or received hereunder shall be to the credit and benefit of the County. Management shall pay from its own funds any penalty, fine or like assessment resulting from any late or delayed payment of an obligation hereunder; provided, Management has not been unduly delayed in making payment of such obligation by action or inaction of the County.

ARTICLE 6

Compensation to Management

6.01 Monthly Management Fee:

The County shall pay to Management as consideration for managing, operating and maintaining the Facilities and providing the services required herein, a Monthly Management Fee of \$47,916.67, which shall be submitted by Management, in accordance with Article 5.15 with the Monthly Financial Statement as referenced in Sub-Article 4.04. Payments for any partial months shall be prorated.

6.02 Variable Management Fee:

As additional consideration for managing, operating and maintaining the Facilities; providing the services required herein; and as an incentive for superior performance; the County shall pay to Management a monthly variable fee.

On the first year, the variable fee will be ½ of 1% of the monthly Net Operating Income to the County under this Agreement.

On the 2nd year and thereafter, the County shall pay to Management on a monthly basis, 3.0% of the amount by which the adjusted monthly Net Operating Income

to the County from comparable (in size and quantity) operations under this Agreement exceeds the monthly Net Operating Income during the same month in the prior year.

Only revenues and expenses for Facilities which have been operating for a full year shall be included in the calculation of Net Operating Income for purposes of determining the incentive compensation to be paid hereunder. "Net Operating Income" shall be calculated as follows: Gross Revenues, plus Allowances and Rebates, less Reimbursable Operating Expenses, sales taxes collected from customers and remitted to the State of Florida, the Monthly Management fee pursuant to Article 6.01, and prepaid and other operating expenses paid directly by the Department.

6.03 Bonus:

Management shall receive as compensation 1 ½% of the amount by which the monthly NOI exceeds the prior year actual monthly NOI: paid whenever the current month's NOI exceeds 60% of Gross Revenues as referenced in Sub-Article 3.01, Gross Revenues. This shall be included as part of the billing payable upon billing by Management, in accordance with Article 5.15. Comparatives need to be under similar circumstances. If the circumstances are not comparable, a bonus is not warranted.

ARTICLE 7
Personnel

7.01 General Manager:

Management shall hire and assign, at its sole cost and expense, a full-time General Manager ("General Manager") responsible for the competent performance and fulfillment of the duties and responsibilities of Management under this Agreement and to accept service of all notices provided for herein. The General Manager shall be qualified and experienced in hotel management and must have had at least four (4) years of recent comparable level experience at an urban hotel, catering to the business traveler. The General Manager shall have no other duties or responsibilities other than pursuant to this Agreement and shall maintain no office other than within the Facilities. The General Manager shall be subject to approval by the Department, if different than the General Manager named in the Proposal. The Department shall have the right at its discretion to require Management to replace the General Manager without stated cause. Vacations and extended absences to be taken by the General Manager shall, at all times, be subject to the prior approval of both Management and the Department.

7.02 Personnel:

Subject to the Annual Operating Budget and such other approvals as the Department may, from time to time, require, Management shall recruit, screen and employ such full-time, part-time and consultant personnel as are required for Management to competently fulfill its obligations under the terms and conditions of this Agreement. The Department shall have the right to approve personnel to be employed in designated classifications, including specifically, but not limited to, the assistant general manager and finance manager. To prevent conflict of interest in decision-making due to factors of nepotism the Department does not approve of the employment of relatives of other employees or of Management and Related Parties who may or may not be reimbursable hereunder. For the purpose of this policy "relative" shall mean a parent, foster parent, parent-in-law, child, spouse, brother, foster brother, sister, foster sister, grandparent, grandchild, son-in-law, brother-in-law, sister-in-law, or any other family member living in the same household.

7.03 Personnel Standards:

Management shall properly control its employees, who shall present a clean, neat, well-groomed and professional appearance at all times, and discharge their duties in a cooperative, courteous and efficient manner. Satisfactory maintenance of these requirements shall be the basis for the continued employment of all employees of Management hereunder. Management shall require all personnel, except non-public contact and managerial employees, to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, as an employee of Management and, if appropriate, displaying an employee number or title. Management shall require all its personnel, except non-public contact and managerial employees, to be properly uniformed. All uniforms are subject to the prior approval of the Department.

7.04 Employment Procedures Manual:

Management shall, within thirty (30) days following the Effective date of this Agreement, submit a detailed Employment Procedures Manual covering such policy subjects as, but not necessarily limited to: compensation and its adjustment, hours, promotions, job titles, job descriptions, job assignment criteria, fringe benefits, discipline, including counseling, reprimands and discharge, layoffs, the adjustment of grievances and other matters dealing with terms and conditions of employment. The Employment Procedures Manual shall be subject to review and written approval by the Department, and may be subsequently amended as the Department, on behalf of the County, determines, in its, sole discretion, to be necessary or appropriate. Management shall comply with and shall not change any provision of the Employment Procedures Manual without the prior written approval of the Department which approval may be withheld for any or no reason. Management shall take employment actions, which may involve

any of the matters described in the Employment Procedures Manual, as the Department may require. In the event new or additional Facilities are added pursuant to Article 1.04 hereof, the Department may require Management to prepare and maintain a separate Employment Procedures Manual applicable only to the employees in such new or additional Facilities.

7.05 Restricted Area Access – Identification Badges:

Management shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employ of Management or Airport assignment and upon termination of this Agreement. Management shall promptly report to the Department the names of all persons who were employed by Management from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by Management, Management shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require Management to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applicants for such badges.

7.06 AOA – Right to Search:

It is understood that the Department has a strong interest in maintaining good Airport security and intends implement increased security measures for companies having access to the Air Operations Area ("AOA") of the Airport. Management agrees that its vehicles, cargo, goods and other personal property are subject to being searched when entering or leaving the AOA. Management further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his/her regular duties, to enter the AOA unless and until such employee has executed a written consent to search form acceptable to the Department. Persons not executing such consent to search form shall not be employed by Management pursuant to this Agreement.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of Management from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before a designated management representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the

AOA shall be advised, in writing, of the reasons for such denial. Persons denied such access shall not be employed by Management hereunder.

Management acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

7.07 AOA – Driver Training:

Before Management shall permit any employee to operate a motor vehicle on the AOA, Management shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

7.08 Federal Agencies Right to Consent:

Management understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by Management on the Airport. These expenses are reimbursable subject to prior Department approval.

7.09 Employment Related Examinations:

The Department shall have the right to require Management to use properly validated and lawful tests and procedures as a pre-employment screening mechanism for all or designated classifications of employees to assist Management in determining the accuracy of employment applications and the integrity of employment applicants. The Department may likewise require the use of shopping services, undercover operatives and other investigatory techniques for determining the honesty of employees. In addition, the Department may require Management to have polygraph examinations administered in individual instances, fully in compliance with the requirements and limitations of Federal law.

7.10 Tips and Gratuities:

No employee of Management shall be permitted directly or indirectly to solicit tips or request any form of gratuity from anyone unless under a program approved by the Department which may include the method to be used for distribution of such tips or gratuities.

7.11 Relationship of Parties:

Officers, agents, and employees of Management shall not be deemed to be employees of the County for any purpose whatsoever.

7.12 Wage Rates:

All employees of Management shall be paid at rates not to exceed those established in the Annual Operating Budget approved by the Department.

7.13 Employee Relations Expenses:

Management shall not be reimbursed by the Department for any legal or other services with respect to employee relations matters applicable to employees of Management, unless prior written approval is granted by the Department.

7.14 Language Requirements:

Management shall ensure that all employees in regular contact with the public, as part of their regular duties, are able to understand and communicate in clearly understandable spoken English. English and Spanish must be spoken at least one employee at each of the Facilities, unless otherwise approved by the Department.

Management shall utilize such tests or procedures satisfactory to the Department to ensure compliance with this provision.

7.15 Time Clock:

Management shall provide a recording-type time clock for use by all hourly employees. Management shall require employees to clock in or out within a twenty-minute span at shift change time; not earlier than ten minutes before, or ten minutes after the specified time, unless some other procedure or time recording device is authorized in approved Procedures Manuals. The Department reserves the right to change or waive the time clock requirement for individuals or classes of employees, where the use of a time clock is not considered practical, cost effective or appropriate.

7.16 Other Agreements:

Management shall not, without the specific advance written approval of the Department, which approval may be withheld without stated cause, enter into any contract, agreement or arrangement of any kind, which would or could in any way serve to increase Reimbursable Operating Expenses for wages or fringe benefits, to modify or change the duties, work rules, working hours or responsibilities of reimbursable employees of Management hereunder or any other matter dealt within the Employment Procedures Manual pursuant to Article 7.04 hereof, or to

delegate or assign to any other party the right to make decisions as to such matters.

7.17 Not Used

7.18 Alcohol and Drug Testing:

Management acknowledges that the County has the obligation to establish a drug free workplace, and to establish policies and programs to ensure Airport safety and security. Management acknowledges that the Department has the right to require users of the Airport, including but not limited to lessees, permittees, licensees, and management companies, to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, Management shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening, based upon reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law, Management shall establish a program for the random alcohol and drug screening of all employees who are authorized, pursuant to this Agreement, to operate any type or kind of vehicle on the airfield operations area ("AOA"). Management shall make good faith efforts to negotiate amendments to any existing contract(s), which may serve as a bar to Management's implementation of its obligations hereunder. Notwithstanding the above, Management specifically acknowledges that the Department has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person whom it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

7.19 Employee Training:

Management shall, on an ongoing basis, provide effective customer service training programs for all personnel having public contact.

7.20 Use of Public Facilities:

Management acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. Management shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be in contact with the traveling public, those providing passenger services and those doing so as part of regular assigned duties.

7.21 Passenger Referrals:

Management shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers and other Airport users to hotels, restaurant, shops or services off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from airport employees and businesses and the possession of referral cards for such businesses shall be *prima facie* evidence of a violation of this provision.

7.22 Employee Covenants Violations:

In the event Management violates the covenants in Sub-Articles 7.20 or Sub-Article 7.21 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to (i) confiscate the employee's Airport identification, (ii) require Management to terminate from employment at the Airport those employees who have individually violated the covenants of Sub-Article 7.20 and/or Sub-Article 7.21, and (iii) take action pursuant to Article 18 thereof.

7.23 Other Business Activity:

Management and its employees shall conduct no other business activity within the Facilities of the Airport, except as specifically authorized herein.

7.24 Employment Eligibility Verification (E-Verify):

Management is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for Management under this Agreement. Management shall incorporate this requirement into all of its subcontract as well.

ARTICLE 8

Duties and Obligations of Management

8.01 Standards of Operations:

The Department shall have the exclusive right to approve, establish and revise retail prices, and standards for the type and quality of service, maintenance of the Facilities and other matters pertaining to operations and procedures under this Agreement. Management shall periodically make recommendations concerning these matters to the Department; however, the decision of the Department shall be final.

8.02 Revision of Operating Programs:

The Department has implemented and is planning to implement a number of programs and improvements relating to services provided under management agreements, including, but not limited to, the development of wrap-up bond and insurance programs, joint purchasing arrangements, new point-of-sale and back office computer systems integrated with other computer systems of the Department, joint marketing programs, centralized accounting services, centralized maintenance and custodial services programs, and other programs impacting operations and Reimbursable Operating Expenses. Management shall, when requested by the Department, cooperate fully with the Department and others in the development and implementation of such programs and improvements and all expenses borne by Management in connection herewith shall be either a Reimbursable Operating Expense, or a reimbursable capital cost or a direct or prepaid expense as provided herein. To the extent that such programs serve to modify the terms and conditions of this Agreement, such terms and conditions shall be administratively amended by the Department in the manner and subject to the same requirements as in Article 25.04.

8.03 Policy and Procedures Manuals:

Unless such already exist, in which case Management shall comply with their requirements, Management shall develop and submit to the Department for its review and approval such policy and procedures manuals, which when approved, shall become the property of the County, as are necessary and appropriate to govern the operation and maintenance of the Facilities and the provision of services hereunder. Such manuals, without limiting the scope thereof, shall cover at least the following:

- (a) Courtesy policies governing the treatment of customers by the front desk, service standards, telephone, porter services and housekeeping departments.
- (b) Marketing reservations and sales department policies
- (c) Guest referral policies
- (d) Refund policies
- (e) Policies related to room service
- (f) Employee Training Manuals
- (g) Accounting procedures

- (h) All manuals and procedures related to point of sale equipment and systems, including but not limited to, those related to cashiers, back office support, and integration with Management's corporate systems and procedures.
- (i) Credit card and check acceptance and denial procedures
- (j) Promotional and travel agent discounts and allowance policies
- (k) Facilities maintenance and cleanliness programs
- (l) Customer Complaints

Once any policy and procedure manual required herein is approved by the Department, it shall not be modified or amended without the further approval of the Department. The manuals required pursuant to this Article 8.03 and Article 7.04 shall be developed based on the operation of Management at the Airport pursuant to this Agreement.

8.04 Resolution No. 456-07 Prohibiting County and Public Health Trust Employees from Using Products Containing Trans Fats:

Management shall not sell or provide at the designated Premises under this Agreement any pre-packaged, prepared or other foods, including catered foods derived from or containing trans-fats (see Exhibit M. Management shall, periodically review existing inventories and projected products, to assure that only trans-fat free products are being offered for public consumption.

8.05 Organization Conflict of Interest:

Management (including affiliates, subsidiaries, and parent companies) shall not operate, maintain or manage other hotels on Miami International Airport property during the term or extension of this agreement.

8.06 Commodities and Equipment:

Management shall provide and maintain a sufficient supply of expendable commodities and supplies and provide all furnishings, fixtures and equipment authorized in the Annual Operating Budget, or authorized in writing by the Department, with title to same being vested in the County upon delivery to the Airport or installation at the Facilities.

8.07 Employee Parking:

The Department shall provide decals for use of the Employee Parking Lot on the Airport for all authorized employees of Management, the normal cost of which

shall be considered an expense for the calculation of Net Operating Income, pursuant to Article 6.02 hereof.

8.08 Injury or Damage:

In the event of any injury to any person or loss or damage to any property in the Facilities, Management shall immediately notify the Department and promptly furnish copies of relevant reports in connection therewith. Management shall indemnify and defend the County against any claims arising out of any injury or damage, in conformance with the provisions of this Agreement.

8.09 Not Used

8.10 Capital Inventories:

On or before the Effective Date of this Agreement, and thereafter as determined by the Department, but not less often than annually, and on or before termination of this Agreement, the Department and Management will cause an inventory to be taken listing all property with a cost or value in excess of \$1,000 and having a normal useful life in excess of one year, made available by the Department to Management to be used in the operation of the Facilities or otherwise purchased with County funds for use hereunder. Such inventory shall include, but not be limited to, furniture, fixtures, equipment and vehicles. Management shall establish appropriate controls, subject to review and approval by the Department, to prevent pilferage, thefts, disappearances or other losses of property from inventory. Management shall maintain a current and up-to-date capital inventory listing and promptly advise the Department, in writing of all additions to or deletion from the inventory. Following the completion of each inventory required herein, except that required prior to the effective date of this Agreement, Management shall pay to the County the net book value of any losses from inventory. Nothing contained herein shall be constructed to authorize Management to dispose of any capital property of the County without the prior written approval of the Department.

8.11 Complaints:

Management shall respond promptly and courteously to all complaints received and shall provide the Department with copies of all written complaints and Management's response thereto. Partial or full refunds, in response to complaints, shall only be made in accordance with Department approved policies and procedures.

8.12 Not Used

8.13 Right to Audit:

The Department and the auditors of the County (internal and external) shall have the right, without limitation, at anytime, to audit, check, inspect and review all operating procedures of Management hereunder and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of Federal income and State sales tax returns, work papers and supporting documents relating to operations of Management hereunder, and other pertinent information as may be determined to be needed or desirable by the Department.

8.14 Contracts/Agreements:

Any and all contracts or agreements to be entered into by Management solely to support operations, hereunder shall be approved in advance by the Department and shall contain a provision that any such contracts or agreements shall be assignable, upon notice from the Department, to the County or to another party as designated by the Department.

8.15 Purchasing:

Management shall solicit no less than three (3) bids or quotes for all purchases of goods and services (including insurance) in excess of one thousand (\$1,000) dollars, used in the operation of the facilities hereunder, unless waived by the Department at its sole discretion, and shall make such purchases from the vendor quoting/bidding the lowest amount, unless otherwise approved by the Department. The Department may require Management to submit a scope of service for services and/or specifications for purchases for prior approval as well as all bids submitted directly to the Department. Management shall maintain all quote information on file and provide to the Department such documentation of such bids/quotes as the Department may require.

Services obtained from outside vendors should be obtained through sealed bidding, of at least three (3) cost proposals which provides the detailed service, cost per hour/unit, time for completion and a grand total for the job. Quotes should include verification by Management of a true business location and license before approval. The Department must approve any contracted services by Management that will exceed \$1,000.00 prior to Management entering into a contract. Copies of all new and renewed contracts must be provided to the Department so expenditures against those contracts are verified. Also, copies of all quotes should be submitted to the Department in the initial replenishment package for our records.

Nothing herein shall preclude Management from self-performing services if (1) the County, in advance, and at its sole discretion, authorizes such self-performance in writing, (2) Management first solicits no less than three, and (3) bids for such work and the cost for Management to self-perform this work is less than the lowest bid received. Bids shall be submitted directly to the Department

to determine the lowest bid. The County shall have no obligation to approve any request to self-perform work.

ARTICLE 9
Rights Reserved to the County

9.01 Rights Reserved to County:

All rights not specifically granted Management by this Agreement are reserved to the County.

9.02 Rights of County at Airport:

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any, and all liability to Management for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole active negligence of the County, its employees, or agents.

9.03 Rights to be Exercised by Department:

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

9.04 Right to Regulate:

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate Management or its operations.

9.05 Other County Rights:

Management shall be liable for any physical damage caused to the Facilities by Management, its employees, agents, contractors, subcontractors, vendors, or suppliers. The liability shall encompass: (i) Management's repair of the Facilities, or if the Facilities cannot be repaired, payment to the County of the fair market value replacement cost of the Facilities; and (ii) any other such damages to the County or the Airport arising from the physical damage caused by Management. The County may also initiate an action for specific performance, injunctive relief, or any other cause(s) of action pursuant to applicable law.

ARTICLE 10
Maintenance by Management

10.01 Cleaning of Facilities:

Management shall maintain and keep the Facilities clean at all times. If the Facilities are not properly maintained and kept clean, in the opinion of the Department, Management will be so advised and shall take immediate corrective action.

10.02 Repair of Damage:

Management shall repair all damage to the Facilities caused by Management, its employees, agents, independent contractors or patrons. Unless such damage is due to the negligence or misconduct of Management or its employees, the cost of repairs shall be considered a Reimbursable Operating Expense. The Department may, at its option, choose to do the work with its own forces or by contract or to require Management to perform or contract the work, as per 10.06 below.

10.03 Garbage and Trash Disposal:

Management shall remove from the Facilities all garbage, trash and refuse of any nature whatsoever which might accumulate and arise from any operations hereunder. Such garbage, trash refuse shall be stored and disposed of only in the manner approved by the Department.

10.04 Maintenance of Utilities:

Management shall operate and maintain all the components of the electrical distribution, air conditioning, ventilating, fire protection, hot and cold water, and industrial and sanitary sewerage systems and facilities within the boundaries of the Facilities, unless otherwise directed by the Department. The Department reserves the right to make arrangements for emergency maintenance and repair of said systems and facilities, using its own or contract employees, during nights, weekends and holidays, the costs of which shall be considered operating expenses paid directly, pursuant to Article 6.02 hereof.

10.05 Maintenance and Repair:

Management shall maintain and repair the interior of the Facilities, and shall make all repairs as required in and about the Facilities, including, but not limited to, painting, doors, windows, fixtures, furnishings, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition, subject to ordinary wear and tear.

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10.06 Extraordinary Maintenance:

Management shall consult with the Department before undertaking any maintenance work which can be reasonably be expected to cost more than \$1,000. The Department may, at its option, choose to have the work done by its own forces or by contract or to require Management to perform or contract the work in accordance with Sub-Article 8.15, Purchasing.

10.07 Alterations and Signs:

Management shall not alter the Facilities in any way whatsoever, erect any signs nor permit any advertising of any nature without prior written approval from the Department.

ARTICLE 11
Design and Construction of Facilities

11.01 Design and Construction-General:

As authorized pursuant to Section 125.012(24), Florida Statutes, when requested by the Department, Management shall contract for the design and construction of refurbishments, renovations and additions to the Facilities and other facilities designated by the Department which may not be included in "Facilities" hereunder. Management shall at all times follow procedures and requirement established by the Department for design, construction and reimbursement. All design and construction expenses shall be only as provided in a capital improvements budget to be established in accordance with the budget procedures of the Department.

11.02 Design:

Management shall select and contract with architectural, engineering and interior design firms, subject to the approval of the Department. Design services shall include, unless otherwise authorized by the Department, conceptual planning, artists renderings, plans and specifications and bid documents for equipment, furnishings, construction and demolition. Title to all design plans, logos and themes developed hereunder shall vest in the County and the County shall have the right to use same in such manner as it deems appropriate.

11.03 Award of Construction Contracts:

Management shall, following approval by the Department and Management of plans and specifications and bid documents, obtain competitive price quotations (bids) from qualified general contractors for construction of the improvements called for by approved plans and specifications and bid documents ("Improvements"). The construction contracts for the Improvements let by

Management shall be subject to prior approval by the Department before they are executed by Management. If the bid of the lowest responsible bidder for any work is excessive, in the opinion of the Department, all bids shall be rejected, and new bids with modifications to the plans and specifications, if necessary, will be requested as determined by the Department. Any rebidding shall also comply with the provisions of this Article 11.03.

11.04 Certain Construction Contract Terms:

All contracts entered into by Management for the construction of the Improvements shall require completion of the Improvements within a specified time period following the award of the bid and shall contain reasonable and lawful provisions for the payment of actual or liquidated damages and the retention of up to ten percent of construction costs until completion of the contracted work. Management agrees that it will use its best efforts to take all necessary action available under such construction contracts to enforce the timely completion of the work covered thereby.

11.05 Improvements Free and Clear:

The Improvements, upon completion, shall immediately become the property of the County, free and clear of any liens or encumbrances whatsoever. Management agrees that any contract for construction, alteration or repairing of Facilities, or for the purchase of material to be used, or for work and labor to be performed, shall be in writing and shall contain provision to protect the County from the claims of any laborers, subcontractors or material men against the Facilities or Improvements.

11.06 Right to Audit:

The County, through its auditors, internal, external or special, shall have the right to audit the costs of construction of the Improvements, which shall include any Department-approved changes.

11.07 Imprest Capital Outlay Account:

At the sole discretion of the County, it may establish, in its name and to its credit, an Imprest Capital Outlay Account to be used exclusively for payment by Management by check of the costs related to the design and construction of Improvements and the acquisition of equipment, pursuant to this Article 11, such payments to be processed in accordance with the procedures described in Exhibit I hereto. The Imprest Capital Outlay Account shall be funded by the County in such amount as shall be necessary to pay the costs of design and construction of Improvements when due. The Department shall designate authorized signatures for the Imprest Capital Outlay Account, including such County, Department, and Management representatives as the Department shall deem appropriate and

authorize, in writing, from time to time. Bank statements and cancelled checks pertaining to the Imprest Capital Outlay Account shall be sent directly to the Department, with a microfilm copy of the said documents to be sent by the bank to Management. Costs of design and construction shall be paid by the Department as provided herein, but shall not constitute a Reimbursable Operating Expense as defined in this Agreement. The cost of non-fixed capital operating equipment acquired as a part of the construction of any Improvements shall be paid as provided in this Article 11.07.

11.08 Contracts Assignable:

All design and construction contracts entered into by Management shall be assignable by Management to the County or others as designated by the Department, upon the request of the Department. Upon such assignment, Management shall be relieved from any further responsibility to the County under such design and construction contracts.

ARTICLE 12

No Assignment, Subletting or Sale of Controlling Interest

12.01 No Assignment:

Management shall neither assign, transfer, pledge or otherwise encumber this Agreement, nor allow others to use the Facilities, without the prior written consent of the Department.

12.02 Ownership Structure of Management:

Management shall take no actions which shall serve to transfer or sell majority ownership, or change the management or control of the business entity of Management without the prior written consent of the Department.

12.03 Change of Control:

If Management is a corporation, the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in Management which results in a change of control Management, shall be deemed an assignment of this Agreement for purposes of this Article 12. If Management is a partnership, transfer of any interest in the partnership, which results in a change in control of Management, shall be deemed an assignment of this Agreement for purposes of this Article 12.

12.04 Authority:

If Management signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Agreement on behalf Management does hereby covenant and warrant that (i) Management is a duly authorized and

existing entity, (ii) Management has and is duly qualified to do business in State of Florida, (iii) Management has full right and authority to enter into this Agreement, and (iv) each and all of the persons signing on behalf of Management are authorized to do so. Upon the Department's request, Management shall provide the Department evidence reasonably satisfactory to the Department confirming the foregoing representations and warranties.

12.05 Franchising:

The Facilities may not be branded nor franchised without the specific prior written approval of the Department, which approval may be withheld or denied without stated cause. Before such approval can be considered, the terms, conditions and fees of any franchise agreement shall be subject to advance review and written approval of the Department.

ARTICLE 13
Bonds

13.01 Performance Bond:

Within twenty (20) calendar days of the Effective Date of this Agreement, Management shall provide the County with a performance bond which shall be kept in full force and effect during the terms and conditions of this Agreement and, thereafter, until all financial obligations, reports or other requirements of the Agreement thereunder are satisfied, a surety bond or an irrevocable 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 One Hundred Thousand DOLLARS (\$100,000.00), plus any state sales taxes as may be applicable and required by law. Such performance bond shall be kept in full force throughout the term of this Agreement and any Extension Periods. The Department, without prior notice to Management, may draw upon such performance bond, given's failure to perform or breach of this Agreement. The Department may require the Management to increase or decrease the amount of the performance bond during the term of this Agreement or any Extension Periods.

13.02 Not Used

13.03 Surety Bonds:

- (a) All bonds shall be written through surety insurers authorized to do business in the State of Florida, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount

Best Rating

500,001 to 1,500,000	B- V
1,500,001 to 2,500,000	A-VI
2,500,001 to 5,000,000	A-VII
5,000,000 to 10,000,000	A-VIII
Over 10,000,000	A-IX

(b) On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice (2x) the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury ("Treasury") under .31 U.S.C. §§ 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the Treasury entitled "Surety Companies Acceptable on Federal Bonds". The bond amount shall not exceed the underwriting limitations as shown in this circular.

- (c) For contracts in excess of \$500,000, the provisions of this Sub-Article must be adhered to, plus the company must have listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least \$1.5 million dollars on a Treasury list.
- (d) Surety bonds guaranteed through the Small Business Administration or Contractors Training and Development Inc., will also be acceptable.
- (e) The attorney-in fact or other officer who signs a contract company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

The required bonds shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425, Florida Statutes.

The bonds shall be delivered to the Department upon execution of the contract between the Management and the County.

13.04 Cancellation of Bonds:

Cancellation of any bonds, or non-payment of any premiums for any bonds required by this Agreement shall constitute a breach of this Agreement.

ARTICLE 14
Indemnification

Management shall indemnify, defend, and hold harmless the County, including its successors and assigns, and its officers, employees, consultants, sub-consultants, agents, bond trustees, and instrumentalities (collectively the "Indemnitees"), from any and all liability, loss, claim, damage or cost, including attorney's and expert fees and cost of defense, which the County or its officers, employees, consultants, sub-consultants, agents, bond trustees, or instrumentalities may incur in whole or in part (i) out of any injury, loss, theft, damage or cost to any person or property while on or about the Facilities, or out of any condition on the Facilities, or out of any breach of any Agreement covenant, warranty or representation by Management or persons acting under Management or from any act or omission anywhere by Management or persons acting under Management, or (ii) as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Management or its employees, agents, servants, partners, principals, contractors, vendors or suppliers, except to the extent caused directly by the negligent act or willful misconduct of County. Management shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's and expert's fees which may issued thereon. This provision shall survive termination of this Agreement.

ARTICLE 15.
Insurance

15.01 Insurance Required:

Within twenty (20) calendar days of the Effective Date of this Agreement, Management shall obtain all insurance required under this Article and submit it for approval to:

Miami-Dade Aviation Department
c/o Risk Management
P.O. Box 025504
Miami, Florida 33102-5504.

All insurance shall be maintained throughout the term of the Agreement and any Extensions thereof.

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Management's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable. Also note that the Department will not accept self-insurance.

Certificate(s) of insurance from Management must show coverage has been obtained that meets the requirements as outlined below during the provision of Services at the Facilities:

- A. Workers' Compensation as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Board Form Property Damage and Products and Completed Operations in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. This policy shall include Miami-Dade County as an additional insured with respect to this coverage.

The Commercial General Liability Insurance coverage shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Concessionaire in the performances of this Agreement.

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than \$500,000* per occurrence for bodily injury and property damage combined.

*Under no circumstances is Management allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Risk Management Office.

15.02 Certificates of Insurance:

Management shall furnish certificates of insurance to the County prior to commencing any operations under this Agreement, which certificates shall clearly indicate:

- a) the Management has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article;
- b) the County is named as an additional insured; and

- c) no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require Management to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to Management.

15.03 Certificates of Renewal:

Management shall furnish certificates evidencing renewal or replacement of required insurance coverage, thirty (30) days prior to expiration or cancellation. The Department reserves the right to reasonably amend the insurance requirements or to assume direct responsibility for carrying all or any of the required insurance coverage by the issuance of notice in writing to Management. In the event the Department exercises its right to assume direct responsibility for any of the required insurance coverage, Management shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve Management of its liability and obligation under any other portion of this Agreement.

15.04 Certificates of Continuity:

Management shall be responsible for assuring that the insurance certificates required in conjunction with Article 15, "Insurance" remain in force for the duration of the Agreement, including any and all Extensions, if applicable. If insurance certificates are scheduled to expire during the Agreement period, Management, shall be responsible for submitting new or renewed insurance certificates to the MDAD Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

15.05 Insurance Company Rating Requirements

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the MDAD's Risk Management Office.

Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder.

15.06 Cancellation of Insurance:

Cancellation of any insurance or non-payment of any premiums for any insurance policies required by this Agreement shall constitute a breach of this Agreement.

15.07 Other Insurance Indemnification:

Management represents and warrants that any insurance protection required by this Agreement or otherwise provided by its contractors and subcontractors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, consultants, agents and instrumentalities as herein provided.

15.08 Management Liable:

Compliance with the requirements of this Article 15 "Insurance" shall not relieve Management from its liability under any other portion of this Agreement.

15.09 Right to Examine:

The Department reserves the right, and upon reasonable notice, to examine the original policies of insurance (including, but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Management agrees to permit such inspection at the offices of the Department. In addition, upon request (but no later than five (5) days from the date of request, unless such longer period is agreed to by the Department) Management agrees to provide copies to the Department, at Management's sole cost and expense.

15.10 Personal Property:

Any personal property of Management, or of others, placed in the Facilities shall be at the sole risk of Management or the owners thereof, and the Management shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

15.11 Survival of Provisions:

The provisions of this Article 15, "Insurance" shall survive the expiration or earlier termination of this Agreement.

ARTICLE 16

Trademarks and Licenses

The County may, from time to time, permit Management to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the Performance of this Agreement, which patents, copyrights, trademarks, trade names, logs computer software and intellectual property

may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by Management and the Department, on behalf of the County, granting Management the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. The County may likewise license from Management the use of certain trademarks which Management has previously created, without a requirement for the payment of any additional fees or compensation to Management for such license. Failure of the parties to execute a formal license agreement shall not vest neither title nor interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property shall vest in the using party.

ARTICLE 17
Force Majeure

Strictly in relation to the obligations of each party to the other under this Agreement and not for any other purpose or for any benefit of a third party, each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by: (i) strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, acts of God, work stoppages or slowdowns, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, provided however, this clause (i) does not apply to such actions related to employees, temporaries, contractors, subcontractors or suppliers of Management; or (ii) embargo's, general shortages of labor, equipment, facilities, materials or supplies in the open market, acts of God, acts of a public enemy, acts of governmental authority, including, without limitation, the Federal Aviation Administration ("FAA"), Department of Transportation ("DOT"), Transportation Safety Administration ("TSA"), Environmental Protection Agency ("EPA"), civil and defense authorities, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

ARTICLE 18
Default and Termination by the County

18.01 Events of Default:

A default shall mean a breach of this Agreement by Management (an "Event of Default"). Without limitation, a default shall include, but shall not be limited to, those defaults defined in Sub-Article 18.02, Sub-Article 18.03, and Sub-Article 18.04, an Event of Default, and may also include one (1) or more of the following occurrences:

- (a) Management has violated the terms and conditions of this Nonexclusive Agreement;

- (b) Management has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of Management's creditors, or Management has taken advantage of any insolvency statute or debtor/creditor law, or Management's affairs have been put in the hands of a receiver;
- (c) Management has failed to obtain the approval of the County where required by this Agreement;
- (d) Management has failed to provide reports, records, book of accounts, summaries, or audits as required by this Agreement;
- (e) Management has failed to perform any covenant of this Agreement;
- (f) Management has failed to provide adequate assurances as required under Sub-Article 18.04;
- (g) Management has failed to comply with any provision of Article 18;
- (h) Management has failed in a representation or warranty stated herein; or
- (i) Management has received three (3) notices of default, of any kind, within a twenty-four (24) month period.

The specification of the preceding as instances of default shall not be deemed to be an exhaustive list of all potential events of default under this Agreement, and the specification of the preceding shall not be interpreted as excluding by implication any other potential event of default.

18.02 Other Defaults:

The County shall have the right, upon thirty (30) calendar days written notice to Management to terminate this Agreement upon the occurrence of any one (1) or more of the following unless the same shall have been corrected within such period:

- (A) Failure of Management to comply with covenants of this Agreement other than those that constitute default pursuant to Sub-Article 18.02.
- (B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.
- (C) The entering by Management into any agreement, understanding, arrangement, or contract, whether written or oral, for the referral of customers or potential customers to off-Airport facilities.
- (D) The occurrence of any illegal act within the Facilities of which Management: (i) had prior knowledge, or could reasonably have been expected to have prior knowledge of; (ii) failed to correct; and (iii) failed to notify the Department and responsible authority(ies).

18.03 Habitual Default:

Notwithstanding the foregoing, in the event that Management has frequently, regularly or repetitively defaulted in the performance of or breach any of the terms, covenants and conditions required herein, to be kept and performed by Management, on five (5) occasions regardless of whether Management has cured each individual condition of breach or default as provided for in Sub-Article 18.01 and Sub-Article 18.02 above, Management shall be determined by the Director to be an "habitual violator". At the time that such determination is made the Department shall issue to Management a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise Management that there shall be no further notice or grace periods to correct any subsequent breach(s) or default(s) and that any subsequent breach or default, of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the County may terminate this Agreement upon the giving of written notice of termination to Management, such termination to be effective upon the seventh (7th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and Management shall have no further rights hereunder. Immediately upon receipt of said termination, Management shall discontinue its operations at the Airport and proceed to remove all its personal property.

18.04 Notice of Default and Opportunity to Cure:

If an Event of Default occurs, the Department shall notify Management (the "Default Notice"), specifying the basis for such default, and advising Management that such default must be cured immediately or this Agreement with the County may be terminated. Management can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period") or such other timeframe as delineated in the Agreement. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder.. The Default Notice shall specify the date by when Management shall discontinue the services under the initial term period (the "Termination Date").

18.05 Adequate Assurances:

When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to Management's ability to perform the work or any portion thereof, the County may request that Management, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of Management ability to perform in accordance with terms and conditions of this Agreement. In the event that Management fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- (A) treat such failure as a repudiation of this Agreement; and
- (B) resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the work or any part
- (C) thereof either by itself or through others.

18.06 Termination for Organizational Conflict of Interest:

The County may terminate this Agreement, effective immediately if Management (including but not limited to affiliates, subsidiaries, and parent companies) operates, maintains, or manages other hotels on airport property during the term of this Agreement or any Extension Period without liability to the other party.

18.07 Termination For Abandonment:

Except as allowed pursuant to Article 18, this Agreement shall be automatically terminated in its entirety upon the abandonment by Management of the Facilities or the voluntary discontinuance of operations at the Airport for any period of time exceeding twenty four (24) hours, unless such abandonment or discontinuance has been caused by civil disturbance, governmental order, or Act of God that prevents Management's use of the Facilities for the purposes authorized in Article 2. Such termination shall be considered Termination for Cause, and shall entitle the County to all remedies specified in Sub-article 18.08 herein.

18.08 Termination For Cause:

The County may terminate this Agreement, effective immediately if: (i) Management fails to cure an Event of Default during the Cure Period; (ii) an individual, firm, corporation, joint venture, or other entity attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (iii) a principal of Management is convicted of a felony during the term of this Agreement or any Extension Period; or (iv) if Management is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The County may, as a further sanction, terminate or cancel any other agreement(s)/contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County

debarment procedures. The Management may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code.

18.09 Termination Without Cause:

Any time during the initial term of this Agreement or exercised extension thereof, Management upon one hundred-eighty (180) days advance written notice to the Department, and the Department upon thirty (30) days written notice to Management, may terminate this Agreement without stated cause or liability to the other party. In the event of a termination under this section, the County shall reimburse Management for all costs and fees to the extent otherwise compensable under this Agreement, incurred through the date of termination, consistent with Sub-article 18.10 of this Agreement, but shall not reimburse Management for any prospective lost profits, loss of opportunity, or any other costs.

18.10 Actions at Termination:

Management shall, upon receipt of such Termination Notice, and as directed by the Department:

- (a) stop all work on the Termination Date specified in the Termination Notice;
- (b) take such action as may be necessary for the protection and preservation of the Facilities and other County materials and property;
- (c) cancel orders, provided however, that the County shall reimburse Management for all costs and expenses of such cancellation, provided that Management has, within five (5) business days, advised MDAD in writing that there may be cancellation costs, and to the extent known, an estimate of amount of these costs;
- (d) assign to the County and deliver to any location designated by the County any noncancelable orders not incorporated in the work, provided however, that Management will be compensated for such deliverables that have been specifically developed for the sole purpose of this Agreement;
- (e) vacate, quit and surrender, and account for the Facilities, support space, all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the County, on or before the Termination Date, with such items to be in as good order and condition as they were upon the Term of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted; and
- (f) remove all of its personal property from the Facilities, support space, on or before the Termination Date. Any personal property of Management not removed in accordance with this Sub-Article may be removed by the Department for storage at the cost of Management. Failure on the part of Management to reclaim its personal property within thirty (30) days from

the Termination Date shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

NOTE: Any compensation paid pursuant to this Sub-Article is subject to an audit.

18.11 Remedies For County:

Upon the termination of the Agreement based upon this Article 18, Management shall make a payment on the Termination Date, to the Department of the amount(s) equal to any monies due the Department under the Agreement. This payment is independent of and in addition to any payments, fees, and remedies available to the County under applicable law or this Agreement. Management shall indemnify and reimburse the Department within forty-five (45) days after the date of such termination, an amount equal to Department's costs for any damages to the Facilities, for failure to perform, or any other breach of the Agreement by Management. In the event the County exercises its termination right as provided hereunder, the County shall not be subject to any liability and shall have no further obligations under this Nonexclusive Agreement. Management shall also be liable to such other relief as the County may be entitled.

18.12 Holdover Tenant:

If Management (or anyone claiming through Management) shall remain in possession of the Facilities or any part thereof after the termination of this Nonexclusive Agreement, without a written agreement executed by the County, then without limiting the County's other rights and remedies, the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement, and Management shall thereafter pay on account of its holdover use and occupancy of the Facilities a sum, at a rate equal to two times (2x) the amount payable monthly as Monthly Management Fee (the "Holdover Charges"). The Holdover Charges shall be payable weekly in advance. Notwithstanding the above, Management shall remain liable to the County for all damages resulting from such breach, with the amount of any Holdover Charges accepted by the County on account of the holdover considered as mitigation of such damages. The covenant in this Sub-Article shall survive the Term and any exercised extensions.

ARTICLE 19

Termination by Management

19.01 Termination by Management:

Management shall have the right, upon thirty (30) calendar days written notice to the Department to terminate this Agreement (note: The Department must acknowledge receipt of the notice), without liability to the County, at any time

after the occurrence of one (1) or more of the following events:

- (a) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the remaining in force of said injunction for a period of more than one hundred eighty (180) calendar days.
- (b) A breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the County to remedy such breach for a period of three hundred sixty five (365) calendar days after receipt of written notice from Management of the existence of such breach.
- (c) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the Airport premises or any substantial part, or parts thereof, in such a manner as substantially to restrict the Management's operations for a period of one hundred eighty (180) calendar days.
- (d) Suspension of all scheduled passenger flight operations, whether such suspension is due to governmental action, an act of God, the public enemy, or other circumstances for a period of one hundred eighty (180) calendar days.
- (e) If the Facilities are rendered unfit for the use and purpose for which this Agreement is granted, without fault on the part of Management, its employees, agents, contractors, subcontractors, vendors, or suppliers for a period of ninety (90) days.

ARTICLE 20

Equal Employment Opportunity, Nondiscrimination and Affirmative Action Programs

20.01 Equal Employment Opportunity:

In accordance with Title 14 Code of Federal Regulation (CFR) Part 152 (Affirmative Action Employment Program), Management shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. Management shall take affirmative actions' to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment,

recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

Management agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. Management shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, revised order No. 4 issued December 1, 1951, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, Executive Order 13166 issued August 11, 2000, Improving Access to Services for persons with Limited English Proficient (LEP), the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes §112.041, §112.042, §112.043 and the Miami-Dade County Code Sections 11A1 through 13A1, Articles 3 and 4.

Management shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

20.02 Nondiscriminatory Access to Premises:

Management, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that Management shall use the Premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation, as amended from time to time.

20.03 Breach of Nondiscrimination Covenants:

In the event it has been determined that Management has breached any enforceable nondiscrimination covenants contained in Sub-article 20.01 Equal Employment Opportunity and Sub-article 20.02 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and Management fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of the Agreement section hereof.

20.04 Nondiscrimination:

During the performance of this Agreement, Management agrees as follows: Management shall, in all solicitations or advertisements for employees placed by or on behalf of Management, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color,

religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. Management shall furnish all information and reports required by Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Management's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of Management's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be canceled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and Management may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

20.05 Disability Non-discrimination Affidavit:

By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, Management attests that this is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If Management or any owner, subsidiary or other firm affiliated with or related to Management is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if Management submits a false affidavit pursuant to this Resolution or Management violated the Act or the Resolution during the term of this Contract, even if Management was not in violation at the time it submitted its affidavit.

Management will include Sub-article 20.01 Equal Employment Opportunity and Sub-article 20.02 Nondiscriminatory Access to Premises of this Article in the Management sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, so that such provisions will be binding upon each sub-consultant. Management shall take such action with respect to any sub-contract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Management becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, Management may request the United States to enter into such litigation to protect the interests of the United States.

20.06 Affirmative Action/Nondiscrimination of Employment Promotion and Procurement Practices:

(County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, 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 Procurement Management. Said firms must also submit, as a part of their Agreement to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/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 Procurement Management. Firms claiming exemption must submit, as part of their Agreement to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals 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 County Code section. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their Agreement.

ARTICLE 21

Damage or Destruction to Facilities

If the Facilities or a substantial portion thereof are rendered, unfit, or unusable for the use and purpose for which this Agreement is granted, without fault on the part of Management, its employees, agents, or independent contractors, either party shall have the option, without liability to the other party, upon five days notice in writing, to terminate this Agreement.

ARTICLE 22

Rules and Regulations and Permits

22.01 Rules and Regulations:

Management shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders and resolutions of the Board of County

Commissioners which may be applicable to its operations or activities under this Agreement; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations. Management shall comply with the requirements of Resolution No. R-148-07, Labor Peace; and this Agreement itself is subject to the Independent Private Sector Inspector General Review provisions of Administrative Order 3-20, as such Administrative order may be amended from time to time.

22.02 Violations of Rules and Regulations:

Management represents and agrees to pay, on behalf of the County, any penalty assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments based in whole or substantial part upon a claim or allegation that Management, its agents, employees, contractors, subcontractors, suppliers, or invitees, have violated any law, ordinance, regulation or rule described in Sub-Article 19.01 or any plan or program developed in compliance therewith. Any such penalty, assessment, or fine shall not be a Reimbursable Expense. Management further represents that the substance of Sub-Article 19.02 and Sub-Article 19.01 shall be included in every contract and other agreements, which Management may enter into related to its operations and activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary, of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subleasing.

22.03 Permits and Licenses:

Management covenants, represents, and warrants that it shall be strictly liable and responsible to obtain, pay for, maintain current, fully comply with, and make available to the Department upon request, all permits, licenses, and governmental authorizations and approvals, however designated and as may be required by any federal, state, or County governmental entity or judicial body having jurisdiction over Management or its operations and activities, for any activity of Management on the Facilities and for any actions of Management at the Airport, including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Management's operations and activities on the Facilities and Airport have been obtained and are in compliance. The cost for Permits and License are reimbursable by the Department as set forth in Exhibit G.

ARTICLE 23
Civil Actions

23.01 Governing Law-Venue:

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from this Agreement shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court in and for the Southern District of Florida.

23.02 Registered Office/Agent Jurisdiction:

Management, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Management is a natural person, both Management and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 24
Actions at Termination

24.01 Surrender of Facilities:

On or before the termination date of this Agreement and any exercised extensions, whether by lapse of time or otherwise, in accordance with the provisions contained herein, Management shall vacate, quit and surrender and shall account for the Facilities, all furnishings, fixtures, equipment, vehicles, records, funds, inventories, commodities, supplies and other property of the County in as good order and condition as they were upon the Effective date of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear expected.

24.02 Amounts Due and Payable:

Upon termination of this Agreement and any exercised extensions, all amounts due and owing between the parties shall become immediately due and payable and any outstanding orders or contracts for goods and services, which cannot be cancelled, shall be assigned by Management to the County or such other party as the Department shall designate.

24.03 Removal of Personal Property:

On or before the termination date of this Agreement and any exercised extensions, except in instances of termination pursuant to Article 19.01 hereof, in which event Management shall be allowed up to five calendar days, Management shall remove

all of its personal property from the Facilities. Any personal property of Management not removed in accordance with this Article may be removed by the Department for storage at the cost of Management. Failure on the part of Management to reclaim its personal property within thirty days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be the best interests of the County.

ARTICLE 25
Other Provisions

25.01 Payment of Taxes:

Management shall pay any taxes lawfully assessed against Management arising out of its operations hereunder; provided, however, that Management shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 18.

25.02 No Possessory Interests:

No clause, phrase, sentence, paragraph or article of this Agreement shall vest any possessory or leasehold interest in any real property, the Facilities, the Improvements or the personal property of the County described herein in Management nor shall such be construed as creating any landlord and tenant or partnership or joint venture relationship between the County and Management.

25.03 Rights to be Exercised by Department:

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

25.04 Administrative Modifications:

It is understood and agreed that the Department, upon written notice to Management, shall have the right to modify administratively and to revise the budget, revenue processing, reimbursement, replenishment and payment procedures, contained in Articles 3, 4 and 5, other technical requirements hereof, and the exhibits hereto; provided, however, such revisions shall not have a materially adverse effect on the right of Management to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder or on the security of the funds and assets of the County.

25.05 Approvals:

Wherever in this Agreement approval by the County or Department is required, the County or the Department may approve or disapprove same without providing a stated cause for such action.

25.06 Security:

Subject to recommendation from Management as to reasonable and prudent security measures needed and approved by the Department, Management shall be responsible for the security and protection of the Facilities, and the equipment, furnishings, commodities and supplies provided herein.

25.07 Rights of County at Airport:

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to Management.

25.08 Federal Subordination:

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

25.09 Severability:

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

25.10 Authorized Uses Only:

Notwithstanding anything to the contrary herein, Management shall not use or permit the use of the Facilities or the Airport for any illegal or unauthorized purpose nor for any purpose which would invalidate any insurance policies of the

County or any policies of insurance written on behalf of Management under this Agreement.

25.11 No Waiver:

There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be by any waiver of any breach, default or non-performance hereof by Management, unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the County to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by Management.

25.12 Right to Regulate:

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate Management or its operations.

25.13 Entirety of Agreement:

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Management hereby affirms the completeness and accuracy of the information submitted by Management to the Department in connection with the award of this Agreement.

25.14 Inspections:

The authorized employees and representatives of the County and of any applicable Federal or State agencies having jurisdiction hereof shall have the right of access to the Facilities at all reasonable times for the purposes of inspection and audit to determine compliance with the provisions of this Agreement. This right of inspection and audit shall impose no duty on the County to inspect and audit and shall impart no liability upon the County should it not make any such inspections or audits.

25.15 Headings:

The headings of the various articles and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

25.16 Binding Effect:

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

25.17 Performance:

The parties expressly agree that time is of the essence in the performance of this Agreement and that the failure by Management to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the County of any obligation to accept such performance.

25.18 Required Disclosure Affidavits- Condition of Award- Affirmation of Vendor Affidavits

Pursuant to Section 2-8.1(d) of the Code of Miami-Dade County, Proposers are required to complete the Uniform Affidavit Packet (Affidavits including Condition of Award Affidavits and Declaration Form), before being awarded a new contract. The Successful Proposer affirms that the Vendor Affidavits Form submitted is current, complete and accurate for each affidavit listed therein. The Appendix E-2 must be filled out by the Successful Proposer prior to award of the Agreement. MDAD's Single Form Execution Affidavit and Declaration Form is contained in Appendix E-1 and must be filled out by each Proposer and submitted with the Proposals.

25.19 Notices:

Any notices given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested to:

TO THE COUNTY:
Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

To Management, in care of the General Manager, or to:

TBMIA LLC
19501 Biscayne Blvd., Suite 400
Aventura, FL 33180
Attn: C. Scott Rohm, President
Phone# (305) 682-4114
Fax# (305) 682-4115
sroh@turnberry.com

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by registered or certified mail shall be deemed given on the delivery date indicated on the return receipt from the United States Postal Service.

IN WITNESS WHEREOF, the County has hereto caused this Agreement to be issued and executed by its appropriate officials, which the Agreement by its execution by its appropriate officials hereby accepts, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(COUNTY SEAL)

MANAGEMENT (Limited Liability Company)

TB MIA LLC
Name of Company

By: [Signature]
President

Print Name: C. Scott Rohm

By: [Signature]
Member

Print Name: Jacquelyn Soffer

By: _____
Member

Print Name: JEFFREY SOFFER

WITNESSES TO ABOVE SIGNATURE:

[Signature]
Signature

(CORPORATE SEAL)

Stacey Jones
Print Name

[Signature]
Signature

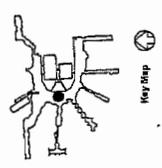
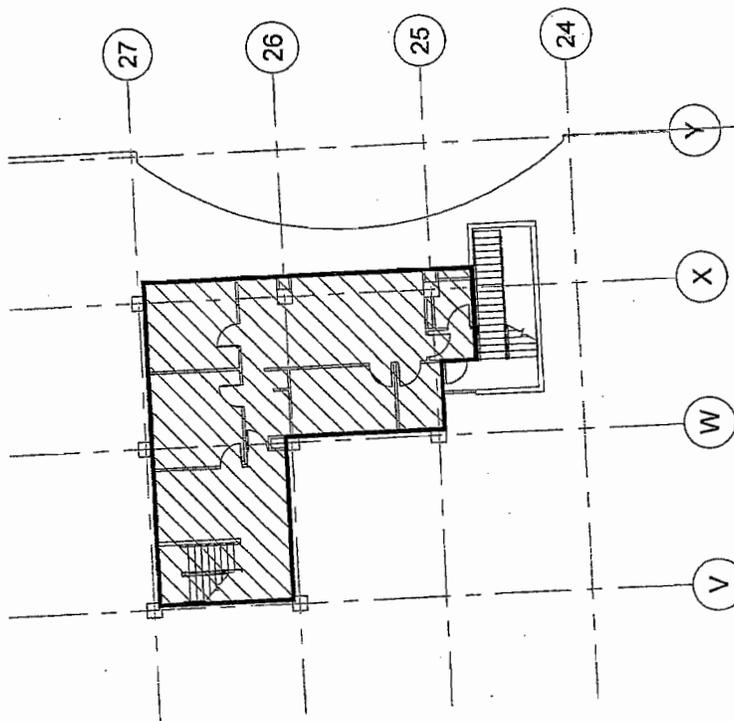
William Gorman
Print Name

**EXHIBIT A
FACILITIES**

FACILITIES

Mezzanine Fl Offices	1,340 S.F.
Second Fl	5,385 S.F.
<ul style="list-style-type: none"> • Reservation Desk • Lobby Bar • Sushi Bar 	
Third Fl Hotel Rooms	19,227 S.F.
Fourth Fl Hotel Rooms	21,912 S.F.
Fifth Fl Hotel Rooms	21,912 S.F.
Sixth Fl Hotel Rooms	21,752 S.F.
7th Fl Hotel Suites	12,283 S.F.
7th Fl Restaurant	9,807 S.F.
7th Fl Conference Rooms	8,417 S.F.
8th Fl	23,280 S.F.
Under Review/Design Stage – Business Center/Fitness Center, etc.	
North Terminal D – Auditorium	6,413 S.F.
South Terminal J – Auditorium	1,086 S.F.

Note: The following exhibits will be provided to the Successful Proposer upon award: Maintenance Shop, housekeeping office, restaurant offices.

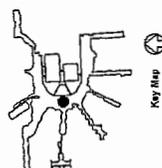
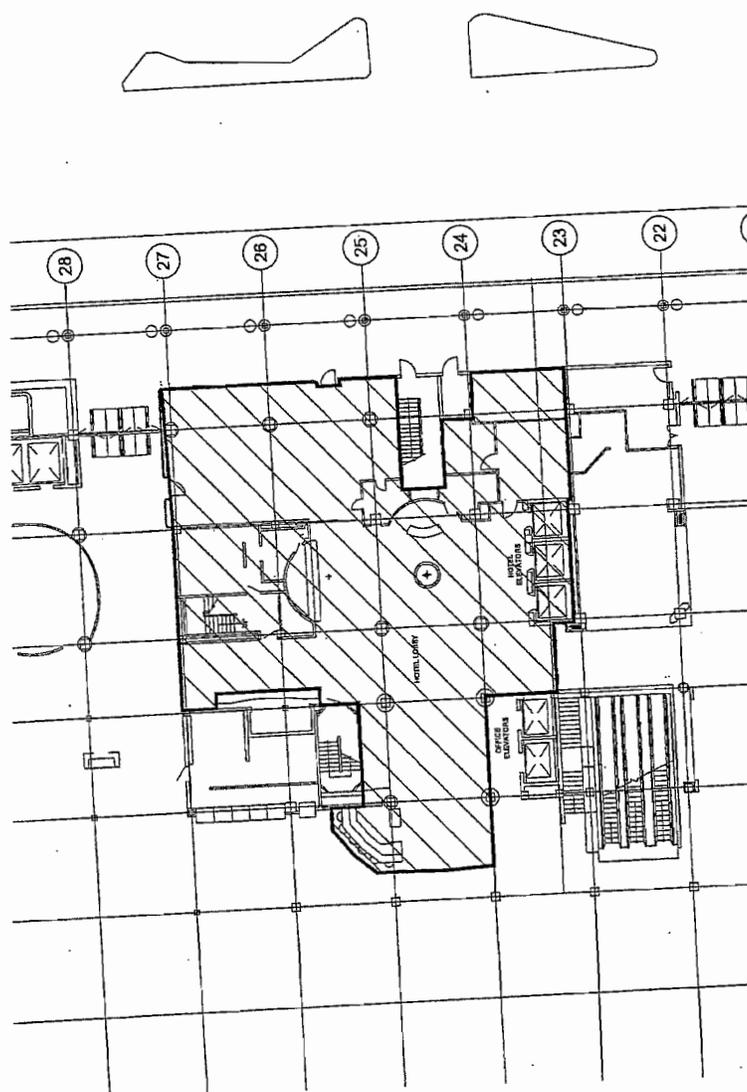


HOTEL, RESTAURANT & RELATED FACILITIES
 Miami International Airport
 Terminal "E", Mezzanine Floor
 April 2011

1,340 S.F.

Project # 00702



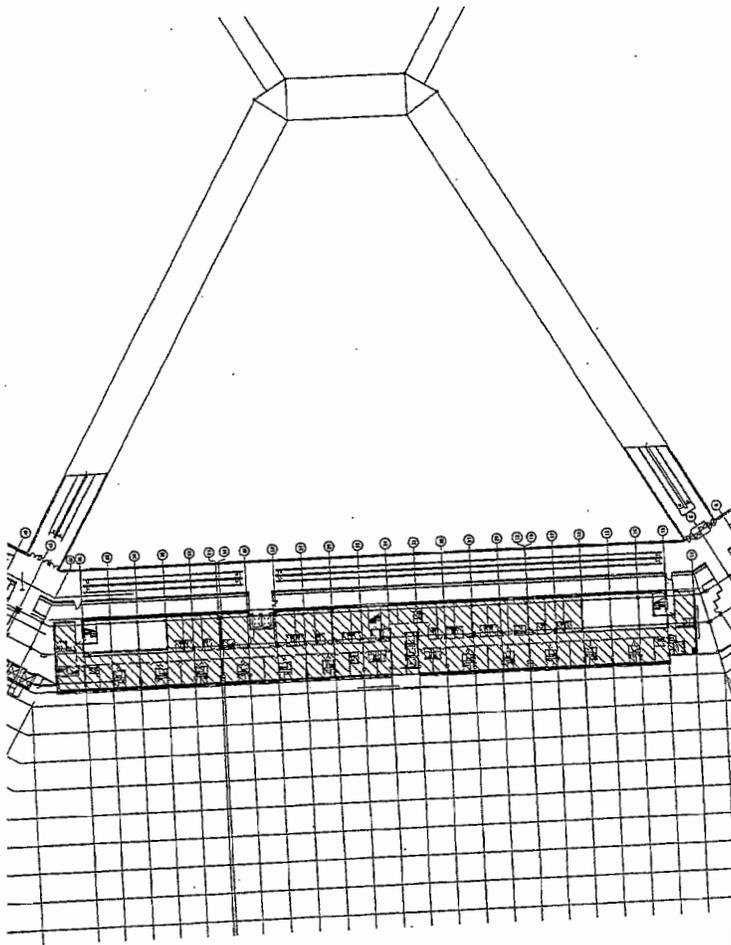


HOTEL, RESTAURANT & RELATED FACILITIES
 Miami International Airport
 Terminal "E", Second Floor
 April 2011

5,385 S.F.

Project # 60702



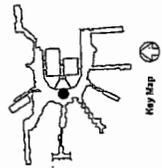


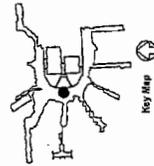
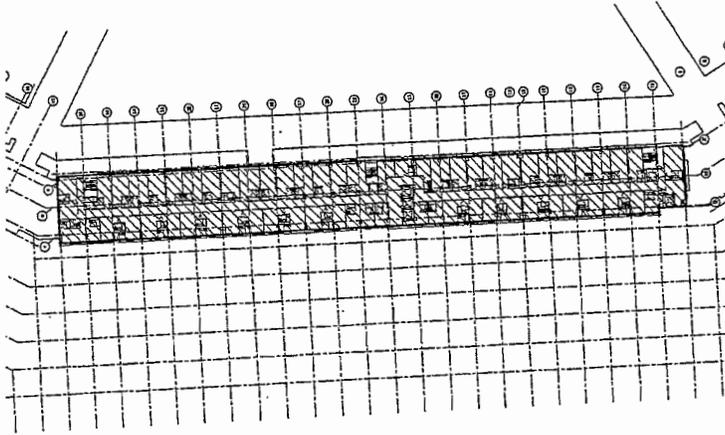
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HOTEL, RESTAURANT & RELATED FACILITIES
 Miami International Airport
 Terminal "E", Third Floor

April 2011

Project # 60702





HOTEL, RESTAURANT & RELATED FACILITIES
 Miami International Airport

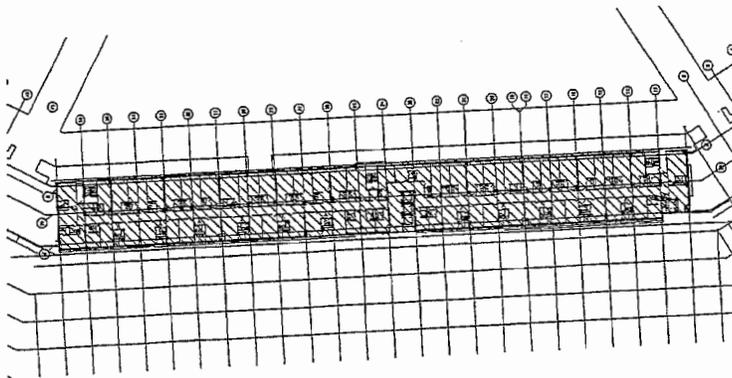
Terminal "E", Fourth Floor
 April 2011

21,912 S.F.



Project# 60702





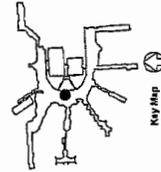
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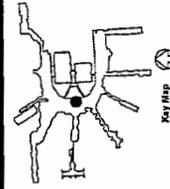
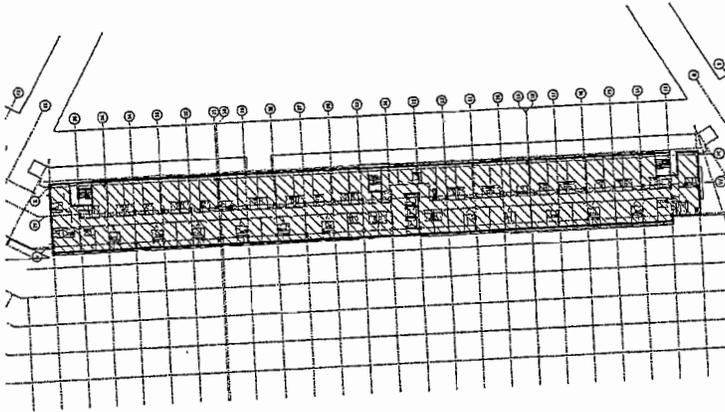
HOTEL, RESTAURANT & RELATED FACILITIES
Miami International Airport

Terminal "E", Fifth Floor

April 2011

Project # 80702





HOTEL, RESTAURANT & RELATED FACILITIES
Miami International Airport

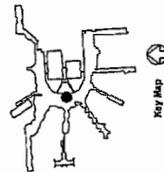
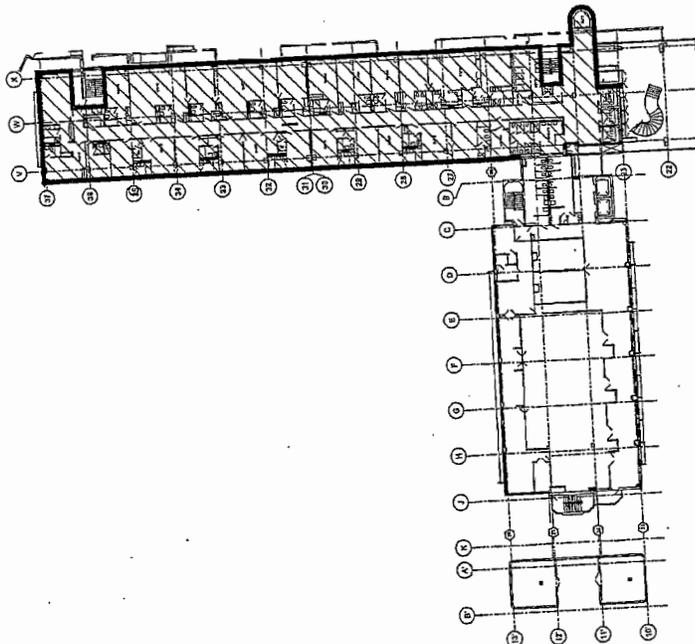
Terminal "E", Sixth Floor

April 2011

21,752 S.F.

Project # 60702





Key Map



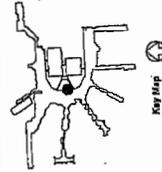
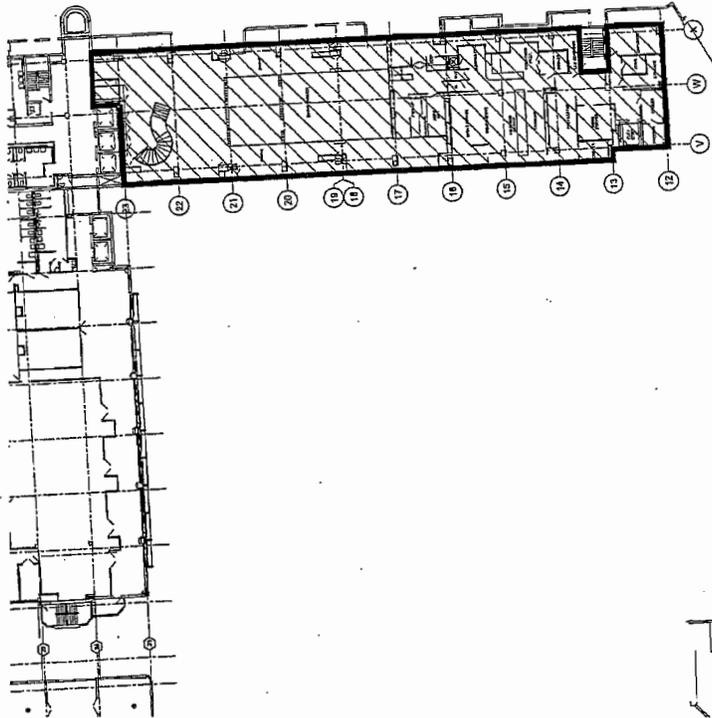
HOTEL, RESTAURANT & RELATED FACILITIES
 Miami International Airport
 Terminal "E", Seventh Floor

April 2011

12,283 S.F.



Project # 80702 - E7200

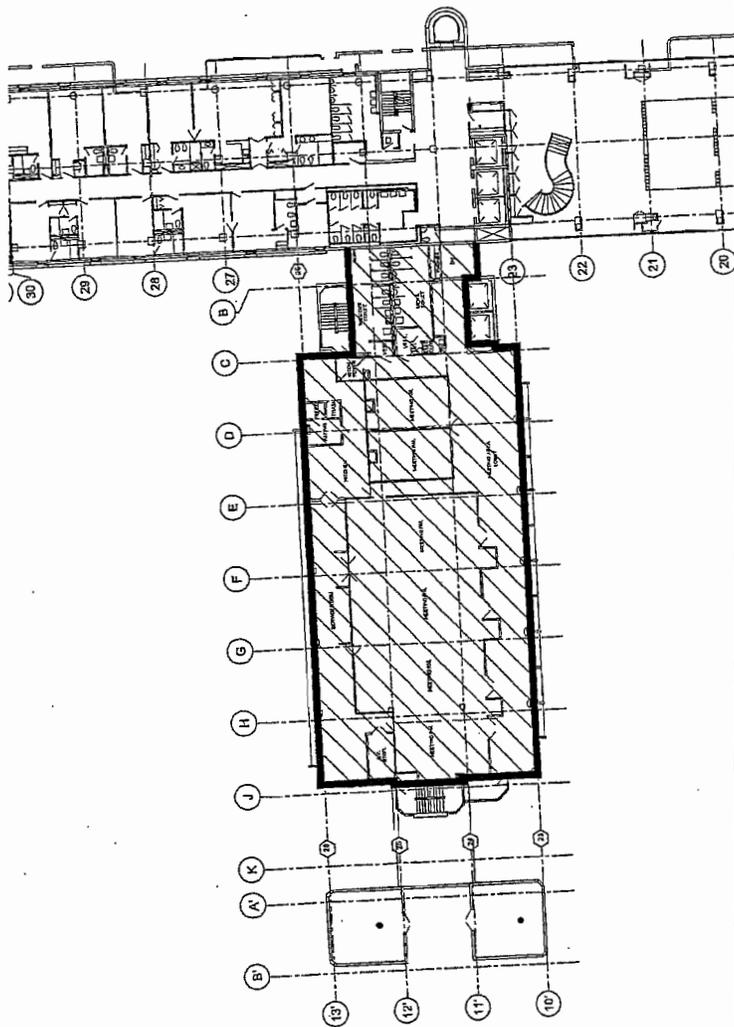


HOTEL, RESTAURANT & RELATED FACILITIES
 Miami International Airport
 MIAMI DADE AVIATION DEPARTMENT
 Terminal "E", Seventh Floor

9,807 S.F.

April 2011

Project # 80702 - E7014

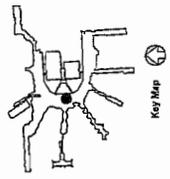


HOTEL, RESTAURANT & RELATED FACILITIES
 Miami International Airport
 MIAMI DADE AVIATION DEPARTMENT
 Terminal "E", Seventh Floor

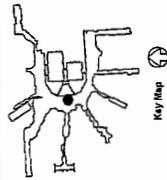
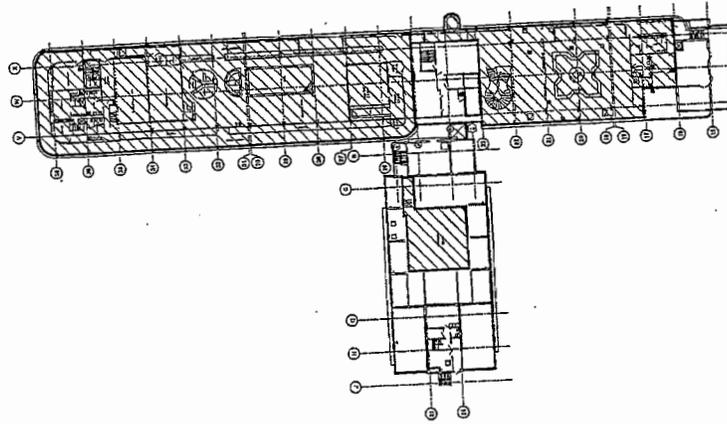
8,417 S.F.

Project # 603102 - 7484

April 2011



Key Map



HOTEL, RESTAURANT & RELATED FACILITIES
 Miami International Airport
 Terminal "E", Eighth Floor

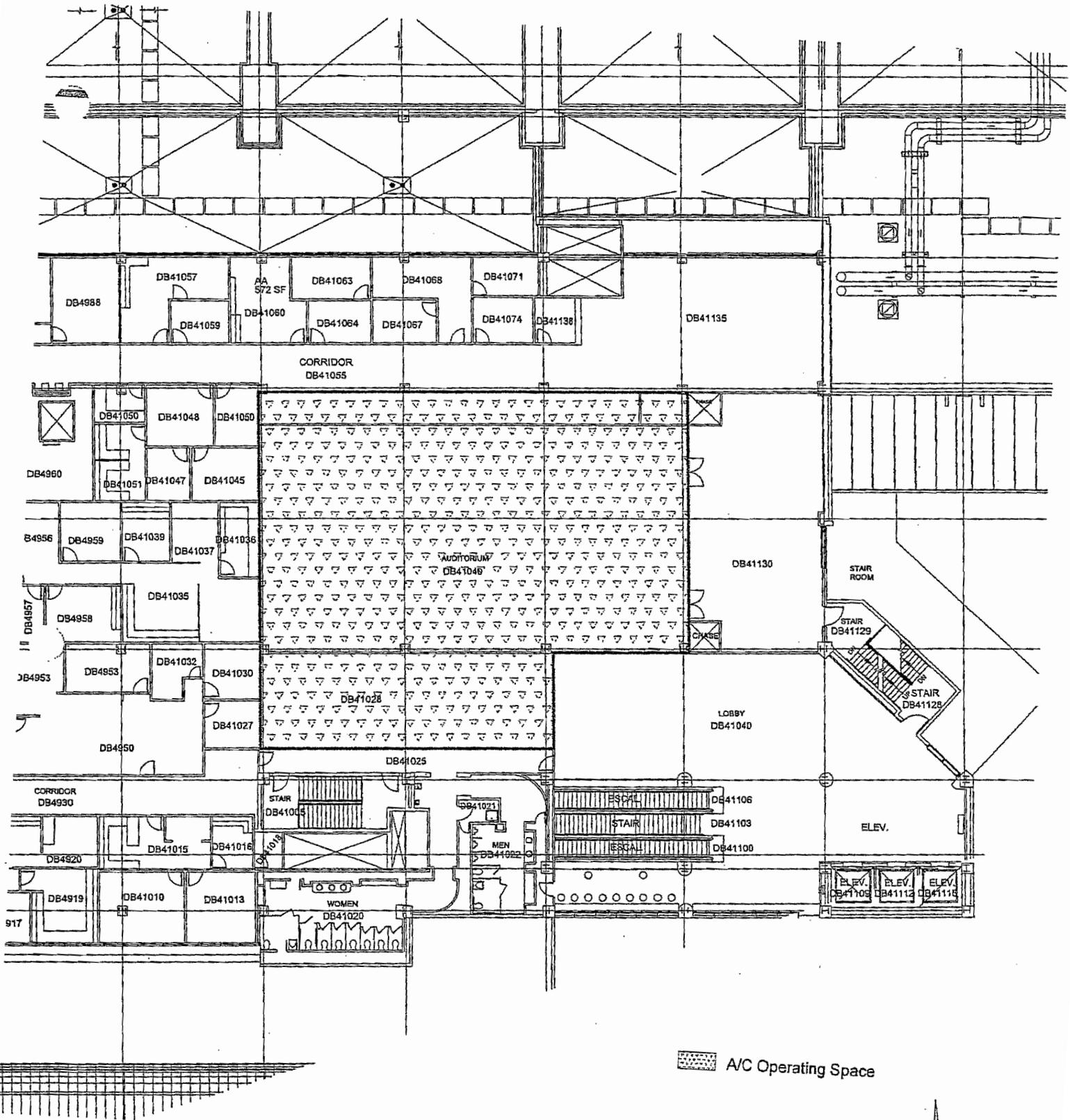
April 2011

23,280 S.F.



Project # 60702





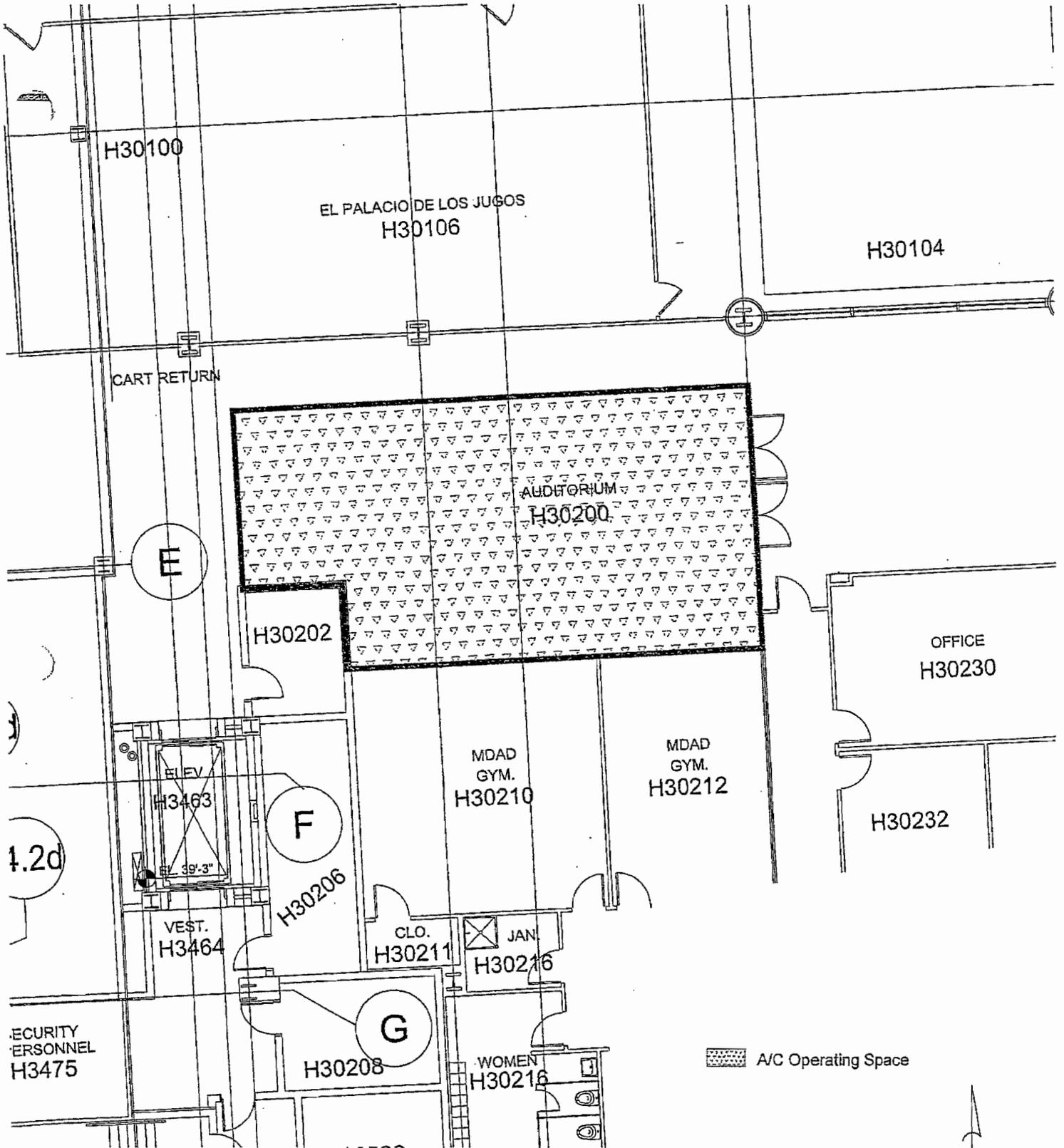
Miami International Airport - Terminal D - 4th Floor

AUDITORIUM SPACE

6,413 S.F.

PROJECT: 60731
 DATE: 07-2511
 DRAWN BY: Y.M.





Miami International Airport - Terminal J - 3rd Floor



TECHNICAL SUPPORT DIVISION

AUDITORIUM SPACE

1,086 S.F.

PROJECT: 60731
 DATE: 07-2511
 DRAWN BY: Y.M.

EXHIBIT B
ACCOUNTING AND INTERNAL CONTROL
PROCEDURES

EXHIBIT B

ACCOUNTING AND INTERNAL CONTROL PROCEDURES

REVENUES

Management shall be required to maintain procedures and controls called for in their procedures manuals, including but not limited to the following:

- Cash Handling Procedures
- Sales Accounting Procedures
- Guest Check Control Procedures

Specific controls and procedures which must be continually maintained are summarized below:

- Each point of sale shall have electronic cash registers which enable sales to be classified by category, and which accumulate item counts for each individual menu item. All sales must be registered, and register sales accumulators must never be reset.
- Management is required to maintain a contingency procedure, in the event that the electronic P.O.S. devices are for any reason inoperable.
- Point-of-sale cashiers must sign for change funds received the time of issuance. Cashier deposits shall be witnessed by the general cashier.
- Register readings shall be taken by a member of the accounting office, and shall not be taken by cashiers. Cashier deposits shall be made intact and tips shall not be paid out of registers. Register readings shall be taken at the beginning and end of cashier's shift.
- Cashiers shall summarize their deposits on Cashier's Shift Cash Reports, included with their deposit. Cashier change funds be counted and reconstituted on a daily basis. Cashier sales deposits shall also be counted and compared to Cashier Shift Cash Reports on a daily basis. Charge tips shall be taken from cashier deposits, documented on Charge Tip Receipts, and placed in envelopes for subsequent payout to designated recipients, who will acknowledge receipt of tips by signing a designated copy of tip receipts. taken from cashier in envelopes for charge.
- Cashier sales deposits shall be summarized on the Daily Sales Report and deposited intact into a Department designated Depository. No paid-outs shall be made from sales deposits for any reason other than for charge tips.

- Accounting department personnel shall audit revenues generated by each cashier and point of sale. Audit procedures shall include, but not necessary be limited to the following:
 - Reconciliation of register tapes and readings with actual sales deposits and receivables.
 - Review of over and under rings registered for propriety.
 - Verification that the last transaction number of a prior shift and the first transaction number of a succeeding shift are consecutive.
 - Verification that closing readings of perpetual accumulators agree with the opening reading of the accumulators of a succeeding shift.
- Sales taxes and net revenues shall be isolated by appropriate calculations for each cashier and point of sale. Cash overages and shortages shall be isolated by appropriate calculations for each cashier and point of sale. Cash overages and shortages shall be isolated by cashier and point of sale. Credit Card commissions shall be reflected on the Daily Revenue Report, with receivables reflected net of any commissions.
- Revenues, receivables, commissions, cash deposits and tips shall be summarized by unit and accumulated for seven-day periods on the Daily Revenue Summary. Cash overages and shortages shall be summarized and reported daily to management on the Cashier over and short report.
- Accounting department employees shall perform surprise audits of cash register receipts, including counting of cash and verification with register subtotals. Approximately ten cashiers shall be audited each day, and all cashiers shall be audited at least once per week. Results of surprise register audits shall be reported daily to Management in the Cash Register Auditor's Report.
- Unused guest checks shall be kept under lock and key controlled by the accounting department, and shall be pre-numbered. All used and unused guest checks shall be turned into the accounting department at the end of each shift. The numerical sequence of guest checks used and unused shall be accounted for on the Guest Check Control Form for each cashier on a daily basis. Missing guest checks shall be identified, and used guest checks shall be reviewed for propriety (register validation, supervisory approval of voided checks, over/under rings, and general appearance on a daily basis. Missing checks and review comments shall be reported daily to Management.

- Guest checks audit shall be performed periodically, with each cashier's checks audited at least once every two months. Guest check audit procedures shall include, but not necessarily be limited to, the following:
 - Verification of correct pricing , extensions and addition, if reverted to manual system.
 - For charges in excess of \$20 verification that the card number is not reflected in invalid credit card listings published by the various credit card companies.
 - Verification the cardholder has duly signed the credit card voucher.
- Guest checks shall be used for all airline and government meal vouchers, and shall be signed by the guest or other responsible party. The Airline Passenger Accommodation Charge (APAC) or other authoritative document shall be attached to the signed guest check and turned in with the sales deposit. Under no circumstances shall the APAC or other voucher include tips, nor shall the value of the guest check exceed the authorized voucher value, not shall the designated value of the voucher exceed the guest check.
- Personal checks shall not be accepted. Travelers checks (only U.S.) shall be treated as cash and will be accepted upon verification of identification such as passport or driver's license which shall be documented on face of check.

PURCHASING, RECEIVING AND STORAGE ISSUING

Management shall be required to maintain procedures and controls reflected in their procedures manuals, including but not limited to the following:

- Physical Inventory Procedures
- Accounts Payable System
- Internal Control Procedures

Specific controls and procedures which must be continuously maintained as summarized below:

- Responsibilities for purchasing, receiving and storage shall be segregated in at least three separate employees.
- Specifications for all major products used in operations shall be maintained in the purchasing department.
- Competitive bids shall be performed for all purchases in excess of \$1,000. Purchase orders, or some other method will be used to document authorized order quantities, prices and delivery dates for all purchases.

- Vendor price lists shall be maintained in the purchasing department, and updated monthly to reflect vendor price changes. Milk, produce and fresh baked products are updated weekly.
- All merchandise receive shall be verified by counting or weighing as appropriate. Prices, quantities and product specifications shall be compared with purchase orders or other document authorizing the purchases. Said purchase authorization shall be attached to corresponding invoices. All extensions and addition reflected on invoices shall be verified. Said verification procedures shall be evidence by signature and date of the receiving clerk.
- All invoices for merchandise receipts shall be recorded in receiving logs maintained in the receiving department, including date received, vendor name, total invoice value, and merchandise value by category. Periodically, but no less than monthly, receiving log totals shall be reconciled with corresponding total on the Daily Summaries of Invoices and forwarded to the Department.
- All invoices processed for payment shall bear signature of Management as authorization for payment, acknowledgement of accuracy and cost incurrence, and approval of quantities, prices and specifications.
- All merchandise shall be stored in secured locations, the keys to which shall be controlled and logged by the Manager. Beverages shall be stored in a separate storage location devoted exclusively to beverages, also secured.
- Perpetual inventory records shall be maintained for all beverages and food items. Perpetual records shall be updated each time merchandise is received and issued. Each day, prior to closing commissary operations, all merchandise controlled by perpetual inventory records shall be counted and compared to such records. Any discrepancies shall be investigated immediately.
- Monthly physical inventories shall be taken under the supervision of the Accounting Department. Said inventories shall include all points-of-sale as well as all storage locations. Inventories shall be costed under the supervision of the accounting department at the most recent invoiced cost.
- Beverage stock shall be maintained for each bar unit. When issued, liquor bottles shall be stamped with a bottle stamp indicating the recipient unit. Any empty liquor bottle of the same type, size, and brand shall be exchanged for each full bottle issued, Empty liquor bottles shall be broken prior to disposal.
- Issues of merchandise shall be based on requisitions approved by the responsible unit managers. Beverage issues shall be delivered to the units by, or under the direct supervision of Management. Merchandise transfers shall also be documented on requisitions.
- On a daily basis, all requisitions shall be costed by the accounting office at invoice costs. And recorded on the following Worksheets:
 - Unallocated Commissary Expenses.

- Daily Summary of Requisitions.
- Inventory Transfer Record.
- Sales/Cost Summary.
- On a monthly basis, the foregoing Worksheets shall be reconciled with one another, and with merchandise receipts recorded on the Daily Summaries of Invoices.

PAYROLL

Management shall be required to maintain procedures and controls, including but not limited to those called for in their procedures manuals. Specific procedures and controls which shall be continuously maintained are summarized below:

- Time cards shall be used to record hours worked for all hourly employees. Time clocks shall be used to record start and finish times for such employees, including start and finish for lunch periods.
- Issuance of employee meals are to be logged and the employee must sign for receipt of meal (if applicable).
- On a daily basis, unit supervisors shall calculate hours worked and note their initials in approval of time clock postings for all employees under their supervision.
- Accounting department personnel shall perform audits of time cards of various unit supervisors. Audit procedures shall include, but not necessarily be limited to:
 - Verification of computation of hours worked base on time-clock postings.
 - Verification of supervisory approvals.
 - Comparison of prescribed employee schedules with time cards to ensure that postings do not exist for employees off-duty.
- Each week, unit supervisors shall tabulate hours worked, designating the unit number and job function. Multiple designations of hours worked shall be made where employees worked in more than one unit or function during the week.
- Each week, unit supervisors shall prepare and sign input sheets based on time cards. Employees shall make tip declaration and sign their payroll cards each week.
- Unit supervisors shall provide Management explanations in writing justifying any overtime hours worked by employees under their supervision.

- Personnel files shall be kept on premises, and shall contain evidence of the following information:
 - Management approval for hiring
 - Management approval of wage rate
 - Employee designation of withholding status.
 - Employee authorization for voluntary withholdings.
- All changes in employment status, including hiring, terminations, promotions, wage or salary changes, shall be documented on Personnel Action Forms, and approved by Management.
- Paychecks shall be distributed by an employee not involved in preparation of approval of Personnel Action Forms, and not involved in payroll input preparation or approval. All employees shall sign a staffing roster adjacent to their name in recognition of receipt of their paycheck.

COST CONTROL

Management shall be required to continually maintain the following procedures and controls:

- Standard costs shall be computed for each food and beverage menu item, based on prescribed standard receipts and actual materials costs for component ingredients. Standard costs shall be updated periodically, but no less than quarterly, for changes in materials costs.
- Theoretical cost analysis shall be performed on a totaling basis for selected points of sale. Management shall make selections of points of sale to be reviewed., but all points of sale shall be selected for analysis at least once each quarter.
- Theoretical cost analysis shall entail the following procedures.
 - The number of items sold for each menu item shall be accumulated for a specific two-week period based on cash register tapes. Unit prices shall be applied to this accumulation to derive theoretical revenues. Where the theoretical revenues differ from actual revenues by more than two percent, reconciliation two revenues figures shall be performed.
 - Standard costs shall then be applied to accumulate menu item counts to derive theoretical costs of sales. Computed costs of sales percentages and amounts shall be compared to actual costs incurred and record through the Sales/Cost summary worksheets.
 - Unit supervisors shall be required to prepare to prepare brief written reports to Management discussing reasons for material differences, between actual and theoretical cost, and corrective measures taken.

GENERAL

Management shall continually apply the following procedures and controls for back accounts and other area.

- All unissued checks for all bank accounts shall be secured. Checks shall be used in numerical sequence, and said sequence shall be accounted for. Signing of blank checks shall be forbidden.
- All bank accounts shall be reconciled to the Imprest balance on a monthly basis by an employee independent of bank deposit preparation, check disbursements, and check signing. Copy of reconciliation to be forwarded to the Department.
- Responsibility for cash funds shall be vested in specific persons of authority, who shall be adequately bonded.
- Management shall maintain adequate insurance coverage, including workmen's compensation insurance, general liability insurance, and any other type of insurance required.
- Access to all premises under Management control shall be locked when not in use.

EXHIBIT C
COVER PAGE AND DAILY DEPOSIT OF GROSS
REVENUES REPORT

EXHIBIT C - COVER PAGE

COMPANY NAME

TO: MDAD Revenue Control
Attention: Name of Revenue Control Analyst

FROM: Company Name

DATE ENCLOSED

DAILY DEPOSIT REPORT

DAILY SALES REPORT

DAILY DEPOSIT SLIP (Attach Copy)

ACKNOWLEDGE OF RECEIPT - MDAD Revenue Control Analyst

NAME OF COMPANY - ACCOUNTING DEPARTMENT

Approve: Print, Title

Signature

EXHIBIT D
DAILY SALES SUMMARY

NAME OF COMPANY
DAILY SALES SUMMARY

DATE _____

SALES	HOTEL	RESTAURANT	LOBBY BAR	SUSHI BAR	SUB TOTAL	CONFERENCE ROOMS	AUDITORIUM	TOTAL
HOTEL								
FOOD								
BEER								
WINE								
MISCELLANEOUS								
LESS DISCOUNTS								
TOTAL NET SALES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SALES TAX								
GRATUITY								
TOTAL SALES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CASH								
LESS TIPS								
LESS SERVICE CHARGE								
NET CASH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MC/VISA								
AMERICAN EXPRESS								
DISCOVER DEPOSITS								
TOTAL CASH & CREDIT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OVER/SHORT								
TOTAL ACTUAL DEPOSIT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A/R								
MDAD								
ROOM CHARGES								
HOTEL VOUCHER								
AIRLINE VOUCHER								
A/P								
TOTAL REVENUES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT E
SUMMARY OF PHYSICAL INVENTORY FOR THE
MONTH

EXHIBIT F
TENANT AIRPORT CONSTRUCTION
NONREIMBURSABLE PROJECTS AND
TENANT AIRPORT CONSTRUCTION REIMBURSABLE
PROJECTS

TENANT AIRPORT CONSTRUCTION NON-REIMBURSABLE PROJECTS
and
TENANT AIRPORT CONSTRUCTION REIMBURSABLE PROJECTS

Miami Dade County
Miami Dade Aviation Department
Miami International Airport
May 9, 2002

**Tenant Airport Construction Non-Reimbursable Projects (TAC-N)
Design and Construction Procedures
EXHIBIT F**

Glossary of Terms

A/E	Tenant's State of Florida Registered Architect or Engineer responsible for the design of the project
GSA	General Service Administration
MARC	Miscellaneous Asbestos Recovery Contract
MCC/TAC	Miscellaneous Construction Contract/Tenant Airport Construction
MDAD	Miami Dade Aviation Department
NTP	Notice to Proceed
TAC-N	Tenant Airport Construction Non-reimbursable projects
Tenant	Business Partner, Lessee

General Information

If a tenant wants to improve or expand a leasehold area, the tenant must first contact an MDAD Properties or Commercial Operations Manager to discuss the improvement terms of the revision agreement if the project is acceptable to MDAD.

The MDAD Properties or Commercial Operations Manager will prepare a "QUICK-CHECK FORM" (with attachments), which will be submitted to the MDAD Development Division Manager and other divisions for review and approval. Special consideration is given to its impact upon other adjacent projects underway or proposed. The attachments that will accompany the "QUICK-CHECK FORM" will include but are not limited to the following:

- a. A completed TAC-N Project Information form, copy attached.
- b. Conceptual drawings/sketches.

- c. Tenant's letter which includes a description of the project, copies of a proposed schedule and cost estimate, plus a statement requesting MDAD to approve the conceptual project for design and construction.

Procedures-Design and Construction

1. The MDAD Development Division Manager will assign an MDAD Project Number to the project. If approved, the "QUICK-CHECK FORM" (with attachments) will be submitted to the Facilities Division Manager who will review and assign the project to the MCC/TAC Chief who will then direct the TAC-N Project Manager to monitor the design and construction activities of the project. The TAC-N Project Manager will contact the tenant upon receipt of the project and will forward the TAC-N procedures to the tenant.
2. It is the responsibility of the tenant through its A/E and/or Contractor, as applicable, to:
 - a. Obtain copies of MDAD Record (As-Built) Drawings from the MDAD Technical Support Division by calling 305.876.7057.
 - b. Verify field conditions including but not limited to electrical, mechanical, HVAC, plumbing, water, sewer, structural, connecting points for all utilities/HVAC/fire protection/smoke evacuation, etc.
 - c. Ensure that the design of the project is in compliance with the MDAD Design Guidelines Manuals (MIA Terminal projects only) Guidelines is available on the Internet at (www.miami-airport.com).
 - d. Obtain a copy of the MDAD Asbestos Status Report for the project from the MDAD Environmental Engineering Division. Please call 305.876.8326 to request the report. This report is required by the Miami Dade Building Department for permitting and must be submitted along with the application for a building permit and two sets of plans, signed and sealed by the A/E of Record.
 - e. Coordinate schedules and locations for MIA terminal deliveries at the 2nd floor curbside with MDAD Landside Operations Division. Please call 305.876.7086 for coordination.
 - f. Coordinate schedules and construction within the MIA terminal with the MDAD Terminal Operations Division. Please call 305.876.7082 for coordination.
 - g. Coordinate airside accesses requirements with MDAD Airside Operations Division. Please call 305.876.7482 for coordination.
 - h. Coordinate the issuance of MDAD photo ID badges and requirements for orientation regarding airport security with the MDAD Safety and Security Operations Division. Please call 305.869.4028 for coordination.
 - i. Coordinate "SHUTDOWN PROCEDURES" with the MDAD Engineering Maintenance Division. Please call 305.876.7477 for coordination.

- j. Coordinate requirements and specific procedures relating to permitting for DERM, DEP, dewatering excavating, trenching, stockpiling, maintenance and disposal of contaminated material. With the MDAD Environmental and Airport Engineering Division. Please call 305.869.1063 for coordination.

3. The tenant or the tenant's A/E of Record shall:

- a. Submit 10 sets of 100% construction documents to the TAC-N Project Manager for review. Each sheet of the submitted plans shall be identified with a title box that includes the name, address, and telephone/fax numbers of the owner as follows:

Property Owner: Miami Dade Aviation Department
MDAD Project Manager:
Address: P.O. Box 592075, Miami, Florida 33159

Tel: _____
Fax: 305.876.0996

Project Owner/Lessee: _____

Tenant's Project Manager: _____

Address: _____

Tel: _____

Fax: _____

The TAC-N Project Manager will submit the sets of construction documents to Consultants and MDAD Staff for a Design Review. This process has a duration period of fourteen (14) calendar days. The Reviewers will fax any issues/comments to the tenant's A/E of Record and to the TAC-N Project Manager within fourteen (14) calendar days of receipt of the plans. The tenant or the tenant's A/E of Record shall confirm receipt of Review Comments with the TAC-N Project Manager on the fifteenth (15) day.

- b. Address the Reviewer's issues/comments to the satisfaction of both parties by fax, meetings, telephone conversations, etc.
- c. Revise the construction documents to reflect the changes required by the Design Reviewers. Submit three sets of 100% construction documents, one (1) of which must be signed and sealed by the tenant's A/E of Record. Reviewers must sign the 100% Back Check form, and return it to the A/E and TAC-N Project Manager.

The TAC-N Project Manager will review the submittals. The MCC/TAC Chief will then provide the "Letter of Concurrence" to the tenant in order to apply for a building permit for its project. This letter is valid for a period of sixty (60) calendar days from the date of issuance. If the tenant or his A/E of Record has not applied for a building permit within the sixty (60) calendar days, the Letter of Concurrence will have to be reissued.

- d. Provide the Miami Dade Building Department located at Building 5A, 4th Floor, MIA, with a Building Permit application, the TAC-N Letter of Concurrence, a copy of the MARC Report (if required) and two (2) signed and sealed 100% permit sets of the project construction documents. For additional information, please call 305.869.1363.

- e. The TAC-N Project Manager will advise the tenant of the Miami Dade GSA, Risk Management Division's insurance requirements. Prior to commencement of construction, provide the TAC-N Project Manager copies of all Certificates of Insurance as required.
- f. Submit copies of the Construction Schedule, Design and Construction Budget (Update), and Building Permit to the TAC-N Project Manager prior to commencement of construction.

4. Pre-Construction and Construction Meetings

The TAC-N Project Manager will determine, based on the complexity and magnitude of the project, if a pre-construction meeting is required and if regular construction meetings will be required. If required, the frequency of the construction meetings will be established based on the complexity and duration of the project. Attending the meetings will be the tenant's A/E and contractor, the MDAD representative and others as may be required. If no regular scheduled construction meetings are held, the TAC-N Project Manager or his designee will periodically visit the jobsite. The permit set of drawings is required to be kept and available on the construction site at all times.

5. Project Close-Out

If required, a walk through is scheduled and coordinated through the TAC-N Project Manager. It is the responsibility of the tenant to submit copies of the following, as applicable, to the TAC-N Project Manager:

- a. The signed-off building permit (inspections) within 24 hours of its issuance.
- b. Certificate of Occupancy or Completion within 24 hours of its issuance.
- c. Warranties, manuals, instructions, etc., of any equipment that will be maintained by MDAD.
- d. Record Drawings (As-Built drawings) on Bond paper, two (2) signed and sealed set prepared by the tenant's architect of Record within thirty (30) days from the issuance date of the Certificate of Occupancy or Completion.
- e. Depending upon the size or complexity of the project, the tenant may be requested to provide the TAC-N Project Manager with As-Built Mylar's, 35mm aperture cards or digital files for the project.

The TAC-N Project Manager and the tenant will closeout the project. All documents must be received by the TAC-N Project Manager from the tenant prior to project closeout.

TENANT AIRPORT CONSTRUCTION REIMBURSABLE PROJECTS

PURPOSE

To provide details for the initiation and management of a Tenant Airport Construction Program reimbursable project.

DEFINITIONS

FAA	Federal Aviation Administration A/E Tenant's State Registered Architect or Engineer responsible for the design of the project.
BCC	Board of County Commissioners
GSA	General Services Administration
MARC	Miscellaneous Asbestos Recovery Contract
MCC/TAC	Miscellaneous Construction Contract/Tenant Airport construction
MDAD	Miami Dade Airport Aviation
NTP	Notice to Proceed
PM	Project Manager
TAC-N	Tenant Airport Construction Non-reimbursable projects
Tenant	Business Partner, Lessee

INSTRUCTION

GENERAL INFORMATION

Summary of Department Process for Design and Construction of TAC-R Projects

When an airport tenant wishes to improve or expand a leasehold area, the tenant must contact the MDAD Manager, Properties and Commercial Operations to discuss the proposed improvement or expansion. The Manager, Properties and Commercial Operations or designee determines whether the proposed design and construction will be a reimbursable or non-reimbursable project.

If the determination is that the proposed design and construction are reimbursable, the tenant must submit a letter to MDAD requesting approval to design and construct the project, detailing the proposed construction and providing a proposed schedule and cost estimate.

The Manager, Properties and Commercial Operations or designee prepares an instruction and forwards it to the MDAD Manager, Planning, the MDAD Design Chief, the MDAD Manager, Maintenance Engineering, the MDAD Manager, Terminal Facilities, and others as appropriate, for review and tentative approval.

If tentative approval is denied, the tenant is notified through MDAD Manager, Properties and Commercial Operations.

If tentative approval is given, the tenant is so advised through MDAD Manager, Properties and Commercial Operations and is invited to a meeting with a project conceptual review team which includes the MDAD Manager, Planning, the MDAD Design Chief, the TAC-R chief to discuss the design process, bid and award process, construction and close out process. These discussions will include cost and schedule, and the identification of a TAC-R Project Manager.

There are standard MDAD procedures for the above named processes. However, dependent on the complexity, size, location and cost of the project, the conceptual review team may, through the TAC-R chief, waive certain aspects of these standard procedural requirements.

Procedures for Design and Construction

1. The design of the project will entail the Selection of an Architect/Engineer. The procedures for this activity are outlined in MDAD Procedure FD2-005.
2. Upon selection, the A/E will be required to produce the following:
 - (a) A Planning Book in accordance with MDAD Procedure FD1-040-P
 - (b) A Project Book in accordance to MDAD Procedure FD1-050-P
 - (c) Design Documents in accordance with MDAD Procedure FD3-007-P
 - (d) Design includes Contract Formation in accordance with MDAD Procedure FD4-040-P3.
3. Upon satisfactory completion of the design process, the project shall be bid and awarded for construction in accordance with MDAD Procedure FD4-011-P
4. Satisfactory completion of the project is dependent on inspections consistent with MDAD Procedures for Substantial Completion and Beneficial Occupancy as outlined in MDAD Procedures FD5-195-P
5. Upon satisfactory completion of item (4) above the project will be closed out accordance with MDAD Procedures FD5-245-P
6. The Project Manager shall be mindful of the fact that the above core MDAD Procedures, with references to other Procedures, together form the broad spectrum of management structures for the project.

EXHIBIT G
REIMBURSABLE OPERATING COST

EXHIBIT G

MIAMI-DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT REIMBURSABLE OPERATING COST

HOTEL AND RESTAURANT AND RELATED FACILITIES

The following categories of operating costs shall be reimbursable unless referenced otherwise in the Agreement:

- Payroll and Related Expenses/Employee Benefits
- Cost of Sales
- Operating Expenses

Each of the cost categories are defined in detail by Department. These cost categories are supporting detail are not necessarily all inclusive. In the event of any conflict between elements of this exhibit and the Management Agreement, the Management Agreement shall govern. This exhibit may be administratively modified in accordance with the Management Agreement.

PAYROLL AND RELATED EXPENSES

Payroll and related expenses shall include salaries and wages and employee benefits for personnel employed by Management which are engaged in the operations and administration of certain facilities as described in the Management Agreement.

Salaries and Wages:

- Administration
- Maintenance
- Room (i.e. Bell staff, Reservation, Front Office, Housekeeping)
- Sales
- Restaurant and Related Personnel

Payroll Taxes:

- Payroll Taxes (Including Employer FICA)
 - Social Security
 - Unemployment Insurance

Employee Benefits:

Full time employee benefits shall reflect the following only to the extent that they are included in a Department approved budget, paid by Management and are not included in reimbursable salaries and wages. Benefits must be used in the year earned and shall not be carried over to the following year.

Vacation Pay

> 1 Year = 1 Week

> 2 Year = 2 Weeks

Holiday Pay

6 Days

Sick Pay

6 Days

Health Insurance

Full time reimbursable employees.

COST OF SALES

Food

Liquor

Wine/Beer

Beverage

Other (List)

OPERATING EXPENSES

Reservation Expense

Travel Agent Commission

Credit Card Fees

Data Processing (Payroll)

Employment Related Examinations (if required by Department)

Employment Classified Advertisement

Employee Parking Expense

Employee Training

Employee Uniforms

Memberships Dues & Subscriptions (MIA Hotel)

Annual Audit

Office Supplies

Printing & Stationary

Advertising

Postage
Telephone
Bad Debt
Contract Services
Exterminating Services
Equipment Rental
License & Permits
Cable TV Expense
Security Guard Service
Janitorial Supplies
Housekeeping Supplies
Laundry Service
Linen Purchases
Serviceware
Disposable Serviceware
Decorations
Parts and Supplies
Other Minor Equipment - Less than \$1,000
Miscellaneous Other Operating Supplies
Paper Goods
Electric Service
Natural Gas Service
Water & Sewer Service
Florida Sales Tax
Management Fee - Fixed
Management Fee - Variable

EXHIBIT H
REQUEST FOR REPLENISHMENT

EXHIBIT H

MIAMI-DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
REQUEST FOR REPLENISHMENT

HOTEL AND RESTAURANT AND RELATED
FACILITIES MANAGED BY _____

DATE: _____

REQUEST NUMBER: _____

TOTAL REQUEST \$ _____

Attached: Reference Chart of Accounts

VENDOR NAME	CHECK AMOUNT	CHECK NUMBER	ACCOUNT CODE	ACCOUNT CODE	ACCOUNT CODE	ACCOUNT CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL CHECK

Approve

General Manager _____

Controller _____

Commercial Operations _____

Reviewed - Commerical Operations

EXHIBIT I
EXECUTED ACDBE PARTICIPATION FORMS
(SUBMITTED AS APPENDIX I WITH THEIR
PROPOSAL)

**REQUEST FOR PROPOSALS FOR
NON-EXCLUSIVE MANAGEMENT
AGREEMENT FOR THE
OPERATION OF THE HOTEL MIA,
RELATED AMENITIES AND FOOD
AND BEVERAGE FACILITIES
RFP NO. MDAD-02-11**

**APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION PLAN/PROVISION**

Re: Request for Proposals ("RFP") No. MDAD-02-11
Non-Exclusive Management Agreement for the Operation of the Hotel MIA
Related Amenities and Food & Beverage Facilities
ACDBE Participation Plan

On behalf of TB MIA LLC and its parent company Turnberry Hotel Group, LLC, (collectively "Turnberry") this is our ACDBE participation plan to Miami-Dade Aviation Department ("MDAD") in response to the above referenced RFP. Although the RFP states that ACDBE participation is voluntary, but not required for this project, Turnberry is committed to increasing opportunities for minority owned and operated businesses. Accordingly, intends to include ACDBE participation through subcontracting as permitted by Section II(2)(C), of MDAD's Appendix I, ACDBE Participation Plan/Provision.

Enclosed, please find, the required documents, ACDBE Appendix 1,2,3 & 4.

Proposal:

Gilly Vending: Revenue Generating – Estimate \$51,000.00 per year



miamidade.gov

Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 3900

ANNIVERSARY DATE: 05/31/2012

April 20, 2011

Ms. Gilda Rosenberg
GILLY VENDING, INC.
990 NW 166th St
Miami, FL 33169-0000

Dear Ms. Rosenberg:

The Department of Small Business Development (SBD) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Airport Concessions Disadvantaged Busn Ent (ACDBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below. This certification affords your company the opportunity to participate in contracts throughout the State of Florida with DBE measures.

Your ACDBE certification requires you to complete a Continuing Eligibility affidavit annually. To ensure timely processing the Continuing Eligibility affidavit is accessible at http://www.miamidade.gov/sba/library/continuing_eligibility_package.pdf. A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete and submit the required affidavit with the required supporting documents on or before your anniversary date may result in the removal of your company from the Florida DBE Unified Certification Program.

If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department within 30 days in writing. It is of critical importance that the current information regarding your company be maintained. All inquiries or changes related to this certification should be directed to Coralee Walkine-Taylor in the Certification Unit.

Should you have questions regarding your firm's certification, Coralee Walkine-Taylor will be pleased to assist you.

We look forward to your participation and success in Miami-Dade County's disadvantaged business enterprise programs.

Sincerely,


Penelope Townsley
Director

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
VENDING MACHINE OPERATORS (ACDBE)

cc: Coralee Walkine-Taylor, Certification Specialist

LETTER OF INTENT AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: TURNBERRY HOTEL GROUP LLC

Project: RFP NO. MDAD 02-11

Contract Number: _____ Total % of Bidder/Proposal _____

The undersigned holds ACDBD Certificate No. 3900 expiring on 5/31 20 12.

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): FULL LINE VENDING SERVICES-

Description of Services	% of Bid/Proposal
<u>BEVERAGE VENDING</u>	<u>N/A</u>
<u>SNACK VENDING</u>	
<u>FROZEN FOOD VENDING</u>	
<u>ICE CREAM VENDING</u>	
<u>COFFEE VENDING</u>	

Total % \$5,000 per year

Signature of ACDBE Gilda Rosenberg

Date 8/11/11

Print Name GILDA ROSENBERG

Title PRESIDENT

ACDBE Firm GILLY

ACDBE APPENDIX 3

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
EXPERIENCE SHEET

ACDBE # 3

ACDBE NAME GILLY ENT., INC., DBA GILLY VENDING, INC.
ADDRESS 990 NW 166TH ST.
MIAMI, FL 33169

NAME OF CLIENT COMPANY NAME AND ADDRESS	DESCRIPTION OF SERVICES PROVIDED TO CLIENT	GROSS REVENUES	CALENDAR YEAR
HMS Host PO Box 260757 Miami, FL 33126-0757	Full-Line Vending Services	\$250,000.00	2010

(C)

NOTE:
USE A SEPARATE SHEET FOR EACH ACDBE COMPANY.
ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY

ACDBE APPENDIX 4

11

Revised: April 29, 2011

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) EXPERIENCE SHEET

ACDBE #1

ACDBE NAME GILLY ENT., INC., DBA GILLY VENDING, INC.

ADDRESS 990 NW 166TH ST. MIAMI, FL 33169

(A)

NAME OF CLIENT COMPANY NAME AND ADDRESS	DESCRIPTION OF SERVICES PROVIDED TO CLIENT	GROSS REVENUES	CALENDAR YEAR
American Airlines Miami Dade Aviation Department PO Box 526624 Miami, FL 33152 Attn: Ms. Lori Suggs	Full-Line Vending Services	\$ 512,000.00	2010

NOTES:
USE A SEPARATE SHEET FOR EACH ACDBE COMPANY.
ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY

ACDBE APPENDIX 4

11

Revised: April 20, 2013

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
EXPERIENCE SHEET

ACDBE
#2

ACDBE NAME GILLY ENT., INC., DBA GILLY VENDING, INC.

ADDRESS 990 NW 166TH ST.
MIAMI, FL 33169

NAME OF CLIENT COMPANY NAME AND ADDRESS	DESCRIPTION OF SERVICES PROVIDED TO CLIENT	GROSS REVENUES	CALENDAR YEAR
Miami Dade County Board of Dade County Commissioners (DB) GSA Facilities 200 NW 1st Street Miami, FL 33128-1988 Attn: Charlotte D. Horne	Full-Line Vending Services	\$ 776,000.00	2010

NOTES:
USE A SEPARATE SHEET FOR EACH ACDBE COMPANY.
ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY

ACDBE APPENDIX 4

11

Revised: April 20, 2011

SCHEDULE OF PARTICIPATION BY ACDBE FIRMS

Listed below is the information pertaining to "certified" ACDBE firms who will be participating in this contract.

NAME OF ACDBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
Gilly Vending	Full Line Vending Service	11% (51,000 pieces)

Form to be completed and signed by the Bidder/Proposer. I certify that the representation contained in this Schedule of Participation is to the best of my knowledge true and accurate.


Signature of Proposer

9-8-11
Date

C. SCOTT ROHH
Print Name

PRESIDENT
Title

TURNBERRY HOTEL GROUP LLC
Company Name

ACDBE APPENDIX

DEMONSTRATION OF GOOD FAITH EFFORTS
ACDBE UTILIZATION FORM

[Forms ACDBE Utilization Form, Schedule of Participation and Letter of Intent are provided as part of the solicitation documents.]

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

The bidder/offeror is committed to a minimum of 1 % ACDBE utilization in this Contract.

The bidder/offeror (if unable to meet the ACDBE goal of _____%) is committed to a minimum of _____% ACDBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: TB. MIA LLC

State Registration No. _____

By: 
(Signature)

Title: PRESIDENT

C. SCOTT ROHM
(Print Name)

Date: SEPTEMBER 8, 2011

APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION PLAN/PROVISION

I. DEFINITION:

Airport Concession Disadvantaged Business Enterprise (ACDBE): means a concession that is a for-profit small business concern –

- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Small business concern: means a for-profit business that does not exceed the size standards of 49 CFR Part 23 Section 23.33 for airport concession.

Socially and economically disadvantaged individual: means any individual who is a citizen (or lawfully admitted permanent resident) of the United States who is –

- (1) Any individual determined by Miami-Dade County to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, The U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americas," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) Women;
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.
 - (viii) "ACDBELO", the Airport Concession Disadvantaged Business Enterprise Liaison Officer, is the Associate Aviation Director of MDAD, Minority Affairs Division which is responsible for developing, implementing and monitoring the ACDBE program.

APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION PLAN/PROVISION

II. ACDBE PARTICIPATION PLAN

The ACDBE participation plan required to be submitted with the proposal by each Bidder/Proposer must contain at least the following:

- 1) Executed ACDBE Utilization Form (ACDBE APPENDIX 1); executed Schedule of Participation (ACDBE APPENDIX 2) and executed Letter of Intent (ACDBE APPENDIX 3) by the Bidder/Proposer of the percentage of participation by an ACDBE Firm the Bidder/Proposer intends to have in this Agreement and how the Bidder/Proposer intends to achieve such stated participation.
- 2) Below is the documentation which will be required as part of the Bidder/Proposer's ACDBE Participation Plan; Subcontract or Joint Venture Agreements for any one or combination of the following:
 - (a) If Bidder/Proposer intends to meet the ACDBE goal as an ACDBE itself the Bidder/Proposer shall submit:
 - 1) Executed ACDBE Utilization Form (ACDBE APPENDIX 1);
 - 2) An executed Schedule of Participation (ACDBE APPENDIX 2);
 - 3) Executed Letter of Intent (ACDBE APPENDIX 3);
 - 4) ACDBE Certification or applied for ACDBE Certification to the Miami-Dade County, Department of Small Business Development (SBD) (Phone: (305) 375-3111) website: www.co.miamidade.gov/sba/home.asp or the Florida Unified Certification Program (FLUCP) at (850) 414-4747 or their website address <http://www.dot.state.fl.us/equalopportunityoffice>;
 - 5) Explanation of participation by the ACDBE Firm in management and day-to-day operation; and,
 - 6) Financial participation by the ACDBE Firm Proposer in gross revenues from this agreement.
 - (b) If Bidder/Proposer intends to meet the ACDBE goal as a partnership or Joint Venture, the Bidder/Proposer must submit:
 - 1) Executed ACDBE Utilization Form (ACDBE APPENDIX 1);
 - 2) An executed Schedule of Participation (ACDBE APPENDIX 2);
 - 3) Executed Letter of Intent (ACDBE APPENDIX 3);
 - 4) Executed Partnership, Joint Venture agreement that meets Joint Venture Guidance by U.S. DOT-FAA (APPENDIX 8);
 - 5) An explanation of participation by the ACDBE participant in the management and day-to-day operations;
 - 6) Financial participation by the ACDBE Firm to meet the ACDBE participation in gross revenues;
 - 7) ACDBE Certification or applied for ACDBE Certification to the Miami-Dade County, Department of Small Business Development (SBD) Phone: (305) 375-3111) website: www.co.miamidade.gov/sba/home.asp or the Florida Unified Certification Program (FLUCP) at (850) 414-4747 or their website address <http://www.dot.state.fl.us/equalopportunityoffice>;
 - 8) Experience of ACDBE joint venturer or partner must be listed on the Experience Sheet. (ACDBE APPENDIX 4)
 - (c) If the Bidder/Proposer intends to meet the ACDBE goal through subcontracting, the Bidder/Proposer must submit:

APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION PLAN/PROVISION

- 1) Executed ACDBE Utilization Form (ACDBE APPENDIX 1)
- 2) An executed Schedule of Participation (ACDBE APPENDIX 2);
- 3) Executed Letter of Intent (ACDBE APPENDIX 3);
- 4) A listing of those activities which the Proposer intends to subcontract and the estimated percentage of gross revenues such subcontracted services will represent of the gross revenues from all activities under the agreement that will be subcontracted;
- 5) ACDBE Certification or applied for ACDBE Certification to the Miami-Dade County, Department of Small Business Development (SBD) (Phone: (305) 375-3111) website: www.co.miamidade.gov/sba/home.asp or the Florida Unified Certification Program (FLUCP) at (850) 414-4747 website: <http://www.dot.state.fl.us/equalopportunityoffice>; of such ACDBE firms; and,
- 6) Experience of ACDBE subcontractors must be listed on the Experience Sheet. (ACDBE APPENDIX 4)

MDAD may request any other information as may be required to determine the listed ACDBE Firm's Qualifications. Agreements between a Bidder/Proposer and an ACDBE Firm in which the ACDBE firm promises not to provide quotations to other bidder/proposers is prohibited. The listing of an ACDBE Firm by a Bidder/Proposer as part of its Airport Concession Disadvantaged Business Enterprise Participation Plan shall constitute a representation by the Bidder/Proposer that such ACDBE Firm is Qualified and available, and a commitment by Bidder/Proposer that if it is awarded this agreement, it will utilize such ACDBE firms listed for the portion of the contract and at the percentage of gross revenues set forth in its submission, subject to the terms of these Provisions.

III. GOOD FAITH EFFORTS:

The Bidder/Proposer shall make good faith efforts to achieve the established ACDBE participation goal. In the event that the Bidder/Proposer's ACDBE Participation Plan does not meet the established ACDBE participation goal, the Bidder/Proposer must submit with his proposal documentation to demonstrate all good faith efforts extended by the Bidder/Proposer in attempting to meet the stated ACDBE participation goal. The good faith efforts documentation is required to be submitted with the proposal and shall include, but not be limited to:

- a. A detailed statement of the efforts made to contact and negotiate with ACDBE Firms, including (i) the names, addresses and telephone numbers of ACDBE Firms who were contacted, (ii) a description of the information provided to ACDBE Firms regarding the proposal or portions of the work to be performed, and (iii) a detailed statement of the reasons why additional prospective agreements with ACDBE Firms, if needed to meet the stated goal, were not reached.
- b. A detailed statement of the efforts made to select portions of the work proposed to be performed by ACDBE Firms in order to increase the likelihood of achieving the stated goal.
- c. For each ACDBE Firm contacted but which the Bidder/Proposer considered to be not qualified, a detailed statement of the reasons for the Bidder/Proposer's conclusions.
- d. Attendance at pre-proposal meetings, if any, scheduled by the Bidder/Proposer to inform ACDBEs of participation opportunities under a given solicitation.

APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION PLAN/PROVISION

- e. Advertisement in general circulation media, trade association publications, and minority focus media for at least twenty (20) days before bidder/proposals are due. If the interval between MDAD advertising and proposal due date is so short that (20) days are not available, then publication for a shorter reasonable time is acceptable.
- f. Efforts made to assist the ACDBE firms contacted that needed assistance in obtaining bonding or insurance required by the Bidder/Proposer or MDAD.
- g. Written notification to ACDBEs that their interest in the contract is solicited.

Failure of the Bidder/Proposer to submit the evidence of ACDBE Participation and the good faith efforts if necessary, as set forth above, may render the proposal non-responsive.

IV. INVESTIGATION AND RECOMMENDATION BY ACDBELO

In the event that the Bidder/Proposer has not met the stated ACDBE participation goal established for this agreement, the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO), the Associate Aviation Director, MDAD, may require that the Bidder/Proposer meet with the ACDBELO at Miami-Dade County Aviation Department, Minority Affairs Division, Building 5A, 3rd Floor, Miami, Florida 33102-5504, or such other place as the ACDBELO may designate. The purpose of this meeting shall be for the ACDBELO to determine, if necessary, whether the effort of the Bidder/Proposer to meet the stated goals is sufficient. At this meeting, the Bidder/Proposer shall have an opportunity to present information pertinent to its compliance with the applicable requirements.

The ACDBELO may require the Bidder/Proposer to produce such additional information, as the ACDBELO deems appropriate.

No later than (15) days after initial meeting with the Bidder/Proposer, the ACDBELO shall make a written recommendation to the Deputy Aviation Director or his designee, which shall include a statement of the facts and reasons upon which the recommendation is based.

Administrative Reconsideration

- a) Within 5 days of being informed by MDAD that it's Bid/Proposal is not in compliance and not responsible, because it has not documented sufficient good faith efforts, a Bidder/Proposer may request administrative reconsideration. Bidder/Proposer should make this request in writing to the Contracting Officer: Aviation Director or his designee, Miami-Dade Aviation Department P.O. Box 025504, Miami, Florida 33102-5504, telephone number (305) 876-7077. The reconsideration official will not have played any role in the original determination that the Bidder/Proposer did not document sufficient good faith efforts.
- b) As part of this reconsideration, the Bidder/Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION PLAN/PROVISION

The Bidder/Proposer will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

- c) MDAD will send the Bidder/Proposer a written decision on reconsideration, explaining the basis for finding that Bidder/Proposer did not meet the goal or make adequate good faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Department of Transportation.

V. SUBSTITUTION OF ACDBE FIRMS FOR THOSE LISTED ON THE AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION PRIOR TO CONTRACT AWARD

A Bidder/Proposer may not change information required by these Provisions from that provided in its Airport Concession Disadvantaged Business Enterprise Participation Plan unless authorized to do so by the Director, or his designee, in writing.

Such written authorization may be given upon a receipt of written request from the Proposer outlining the reason the request for change is being submitted specific details of the requested change and impact of the requested change on the ACDBE Participation as originally submitted. Failure on the part of the Bidder/Proposer to comply with all of the requirement of these Provisions shall be grounds for the recommendation of the Director to the Board of County Commissioners that the Contract not be awarded to the Bidder/Proposer.

VI. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

- A. Airport Concession Disadvantaged Business Enterprise Participation Plan. The Proposer shall contract with those ACDBE firms listed on the Bidder/Proposer's Airport Concession Disadvantaged Business Enterprise Participation Plan, and shall thereafter neither terminate such ACDBE Firms nor reduce the scope of the work to be performed by, or decrease the percentage of participation by the ACDBE Firm(s) there under without the prior written authorization of the Director.

- B. Substitution of ACDBE Firms

- 1. Excuse from entering into agreements with ACDBE Firms. If prior to execution of an agreement required by these Provisions, the Bidder/Proposer submits a written request to the Director or his designee and demonstrates to the satisfaction of the Director that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, an ACDBE Firm which is to enter into such agreement has become not qualified, or that the ACDBE Firm has unreasonable refused to execute the agreement, the successful Bidder/Proposer shall be excused from executing such agreement.

APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION PLAN/PROVISION

2. **Rightful Termination of agreements entered into with ACDBE firms.** If after execution of an agreement required by these Provisions, the Bidder/Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstance beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such agreement, an ACDBE Firm which entered into such agreement has become not qualified or has committed and failed to remedy a material breach of the agreement, the Bidder/Proposer shall be entitled to exercise such rights as may be available to it to terminate the agreement.
3. **Determination of Excuse of Rightful Termination.** If the Bidder/Proposer at any time submits a written request under these Provisions to the Director, as soon as practicable, shall determine whether the Bidder/Proposer has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Bidder/Proposer an opportunity to present pertinent information and arguments.
4. **Alternative ACDBE Firm Participation Agreements.** If the Bidder/Proposer is excused from entering or rightfully terminates an agreement with an ACDBE firm listed as part of the Bidder/Proposer's ACDBE Participation Plan, the Bidder/Proposer shall make every reasonable effort to enter into an alternative agreement for at least ACDBE Participation percentage as originally submitted as part of their proposal for this contract with another certified ACDBE firm.

The Bidder/Proposer shall be deemed to have satisfied the requirements of this section if:

- a. It shall enter each such alternative agreement(s) for at least the ACDBE participation as originally proposed.
- b. It demonstrates to the satisfaction of the Director that it has made every reasonable efforts to negotiate with an ACDBE Firm in an attempt to enter into an agreement, but that it was unable to enter into such agreement because the ACDBE Firms were (i) not qualified; (ii) Unavailable; or (iii) although Qualified and not Unavailable, was unwilling or unable to reach an agreement.
- c. If any situation covered by this section arises; the ACDBELO shall promptly meet with the Bidder/Proposer and provide him an opportunity to demonstrate compliance with these Provisions.

VII. Continued Compliance - MDAD shall monitor the compliance of the Bidder/Proposer with the requirements of this Plan during the term of the contract. MDAD shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with these. Provisions including, but not limited to, manpower tables, records for expenditures, observations at the job site, and contracts between the Bidder/Proposer and his subcontractors, suppliers, etc., entered into during the life of the Contract.

APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION PLAN/PROVISION

VIII. Sanctions for Violations - If at any time MDAD has reason to believe that the Bidder/Proposer is in violation of its obligation under these Provisions, or has otherwise failed to comply with these Provisions, MDAD may, in addition to pursuing any other available legal remedy, commence proceeding to impose sanctions which may include, but are not limited to, one or more of the following:

1. The suspension of any payment or part thereof due the ACDBE Subtenant, Joint Venture Partner or Subcontractor from the Bidder/Proposer until such time as the issues concerning the Proposer's Compliance are resolved.
2. The termination or cancellation of the Contract in whole or in part, unless the Bidder/Proposer demonstrates within a reasonable time its compliance with the terms of these Provisions.
3. The denial to the Bidder/Proposer of the right to participate in any further contracts awarded by MDAD for a period of not longer than three years. No such sanction shall be imposed by MDAD upon the Bidder/Proposer except pursuant to a hearing conducted by the ACDBELO and/or Director.

ACDBE Reporting Requirements - The Bidder/Proposer shall submit a Notarized MDAD Concession Monthly Utilization Report (APPENDIX 6) as required for Contracts in which an ACDBE Goal has been set. In addition, each Joint Venture partner must submit a Notarized Monthly Report of ACDBE Joint Venture Activity (APPENDIX 7) providing documentation on the achievement of the ACDBE Joint Venture partner to the Minority Affairs Division.

EXHIBIT J
BUDGET INSTRUCTIONS AND TWELVE MONTH
BUDGET – CONSOLIDATED AND BY FACILITY
(EXHIBIT J AS SUBMITTED WITH THE PROPOSAL)

BUDGET

RFP 8

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

	TOTALS	%
Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	
Room Revenue	10,895,260	79.1%
Food Revenue	2,027,845	14.7%
Beverage Revenue	691,988	5.0%
Telephone Revenue	92,059	0.7%
Other Operating Income (net)	74,753	0.5%
Total Sales & Income	13,781,906	100.0%
Rooms Expenses	2,401,478	22.0%
Food Expenses	1,917,277	94.5%
Beverage Expenses	296,598	42.9%
Telephone Expenses	123,861	134.5%
Total Departmental Expenses	4,739,214	34.4%
Rooms Margin	8,493,782	78.0%
Food Margin	110,568	5.5%
Beverage Margin	395,391	57.1%
Telephone Margin	(31,802)	-34.5%
Other Operating income (net)	74,753	100.0%
Total Departmental Margin	9,042,692	65.6%
Gross Operating Income	9,042,692	65.6%
Administrative & General	1,134,779	8.2%
Advertising & Promotion	480,086	3.5%
Maintenance & Repair	638,345	4.6%
Utilities	476,196	3.5%
Total General Expenses	2,729,405	19.8%
Gross Operating Profit	6,313,287	45.8%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS %

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	
Room Revenue & Statistics		

DAY ROOMS	436,371	4.0%
WALK-INS	1,856,809	17.0%
DIRECT RESERV	1,245,699	11.4%
WESBITE RESERV	2,583,637	23.7%
AIRLINE REF	70,389	0.6%
AIRLINE DISTRESS	205,163	1.9%
LEASE	861,495	7.9%
TRAVEL AGENT	33,943	0.3%
UTELL RESERV	833,214	7.6%
INTERNET	1,655,692	15.2%
WHOLESALERS	500,989	4.6%
CRUISE LINES	5,071	0.0%
CORPORATE	47,040	0.4%
FOREIGN GOVT	43,830	0.4%
HOTEL PROMO	6,290	0.1%
GOVT	43,830	0.4%
DISCOUNT RATE	66,283	0.6%
TRAVEL IND DISC	76,778	0.7%
AIRLINE DISC	58,306	0.5%
Total Transient Room Revenue	10,630,829	97.6%
GROUPS	264,431	2.4%
Total Group Room Revenue	264,431	2.4%
Total Room Revenue	10,895,260	100.0%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS %

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	

DAY ROOMS	4,643	5.5%
WALK-INS	12,248	14.6%
DIRECT RESERV	8,083	9.7%
WEBSITE RESERV	17,242	20.6%
AIRLINE REF	711	0.8%
AIRLINE DISTRESS	2,597	3.1%
LEASE	10,905	13.0%
TRAVEL AGENT	217	0.3%
UTELL RESERV	5,477	6.5%
INTERNET	12,568	15.0%
WHOLESALERS	4,141	4.9%
CRUISE LINES	37	0.0%
CORPORATE	360	0.4%
FOREIGN GOVT	360	0.4%
HOTEL PROMO	60	0.1%
GOVT	360	0.4%
DISCOUNT RATE	478	0.6%
TRAVEL IND DISC	665	0.8%
AIRLINE DISC	532	0.6%
COMP	115	0.1%
Total Transient Room Count	81,799	97.7%
Corporate	1,891	2.3%
Total Group Room Count	1,891	2.3%
Total Room Count	83,690	100.0%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS %

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	

Rooms Department

Transient Room Revenue	10,630,829	97.6%
Group Room Revenue	264,431	2.4%
Total Room Revenue	10,895,260	100.0%
Salaries	1,091,046	10.0%
Total Rooms Salaries	1,091,046	10.0%
Payroll Taxes & Benefits	286,913	2.6%
Total Payroll & Related Expenses	286,913	2.6%
Contract Cleaning	20,086	0.2%
Courtesy Car	0	0.0%
Decorations	25,107	0.2%
Equipment Rental - Movies	23,433	0.2%
Equipment Rental - Other	0	0.0%
Extermination - Rooms	16,738	0.2%
Guest Amenities	184,118	1.7%
Guest Relations	41,845	0.4%
Guest Relocation	0	0.0%
Guest Supplies	107,534	1.0%
Laundry Supplies	184,955	1.7%
Licenses	837	0.0%
Linen Replacement	54,399	0.5%
Over & Short	0	0.0%
Printing & Stationery	19,958	0.2%
Reservation Expenses	92,059	0.8%
Telephone	837	0.0%
Travel Agent Commissions	225,126	2.1%
Uniforms	26,487	0.2%
Total Other Expenses	1,023,518	9.4%
Total Rooms Department Expenses	2,401,478	22.0%
Rooms Department Profit (Loss)	8,493,782	78.0%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS %

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	
Rooms Department (POR)		

Transient Room Revenue	129.96
Group Room Revenue	139.84
Total Room Revenue	130.19

Management	13.04
Total Rooms Salaries	13.04

Payroll Taxes & Benefits	3.43
Total Payroll & Related Expenses	16.47

Contract Cleaning	0.24
Courtesy Car	0.00
Decorations	0.30
Equipment Rental - Movies	0.28
Equipment Rental - Other	0.00
Extermination - Rooms	0.20
Guest Amenities	2.20
Guest Relations	0.50
Guest Relocation	0.00
Guest Supplies	1.28
Laundry Supplies	2.21
Licenses	0.01
Linen Replacement	0.65
Over & Short	0.00
Printing & Stationery	0.24
Reservation Expenses	1.10
Telephone	0.01
Travel Agent Commissions	2.69
Uniforms	0.32
Total Other Expenses	12.23

Total Rooms Department Expenses	28.69
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Rooms Department Profit (Loss)	101.49
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**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	

Food Department

Top of the Port - Food Sales	1,417,446	69.9%
Total Top of the Port Food Revenue	1,417,446	69.9%
Lobby Sushi Bar - Food Sales	300,229	14.8%
Total Lobby Sushi Bar Food Revenue	300,229	14.8%
Conference Center - Food Sales	193,530	9.5%
Total Conference Center Food Revenue	193,530	9.5%
Total Outlet Food Revenue	1,911,205	94.2%
Banquets - Auditorium A&J	29,873	1.5%
Total Banquet Food Revenue	29,873	1.5%
Meeting Room Rental	86,768	4.3%
Total Banquet Revenue (Non-FC %)	86,768	4.3%
Total Food Revenue	2,027,845	100.0%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS %

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	
Food Department		

Total Food Revenue	2,027,845	100.0%
Cost Of Sales (Outlets)	623,053	32.6%
Cost Of Sales (Banquets)	8,872	29.7%
Total Cost Of Sales	631,925	32.6%
Net Cost Of Sales	631,925	32.6%
Gross Profit On Sales	1,395,920	68.8%
Salaries & Wages	811,138	40.0%
Total Food Salaries	811,138	40.0%
Payroll Taxes & Benefits	213,305	10.5%
Total Payroll & Related Expenses	213,305	10.5%
Other Expenses		
Audit Fees	12,167	0.6%
China, Glass & Silver	0	0.0%
Cleaning Supplies	25,348	1.3%
Contract Cleaning	83,142	4.1%
Contract Laundry	16,223	0.8%
Decorations	0	0.0%
Equipment Rental	4,056	0.2%
Food Promotion	22,306	1.1%
Guest Amenities	0	0.0%
Operating Supplies	91,253	4.5%
Kitchen Supplies	0	0.0%
Licenses & Taxes	5,400	0.3%
Live Music & Entertainment	0	0.0%
Menu Lists	1,014	0.1%
Telephone	0	0.0%
Uniforms	0	0.0%
Total Other Expenses	260,908	12.9%
Hotel Food Expenses	1,917,277	94.5%
Hotel Food Profit (Loss)	110,568	5.5%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS %

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	
Beverage Department		

Top of the Port - Liquor	151,128	21.8%
Top of the Port - Beer	173,080	25.0%
Top of the Port - Wine	65,351	9.4%
Total Top of the Port Beverage Revenue	389,558	56.3%
Lobby Sushi Bar - Liquor	136,473	19.7%
Lobby Sushi Bar - Beer	43,459	6.3%
Lobby Sushi Bar - Wine	117,448	17.0%
Total Lobby Sushi Bar Beverage Revenue	297,380	43.0%
Conference Center - Liquor	4,504	0.7%
Conference Center - Beer	372	0.1%
Conference Center - Wine	174	0.0%
Total Conference Center Beverage Revenue	5,050	0.7%
Total Outlet Beverage Revenue	691,988	100.0%
Total All Beverage Revenue	691,988	100.0%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

	TOTALS	%
Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	
Beverage Department		
Total Beverage Revenue	691,988	100.0%
Cost Of Sales (Outlets)	158,465	22.9%
Total Cost of Sales - Hotel	158,465	22.9%
Gross Profit On Sales	533,523	77.1%
Salaries & Wages	97,865	14.1%
Total Beverage Salaries	97,865	14.1%
Payroll Taxes & Benefits	25,736	3.7%
Total Payroll & Related Expenses	25,736	3.7%
Other Expenses		
Audit Fees	4,152	0.6%
China, Glass & Silver	0	0.0%
Cleaning Supplies	6,920	1.0%
Equipment Rental	692	0.1%
Decorations	2,768	0.4%
Extermination	0	0.0%
Bar Promotions	0	0.0%
Guest & Operating Supplies	0	0.0%
Licenses & Taxes	0	0.0%
Live Music & Entertainment	0	0.0%
Uniforms	0	0.0%
Total Other Expenses	14,532	2.1%
Total Beverage Expenses	296,598	42.9%
Hotel Beverage Profit (Loss)	395,391	57.1%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

	TOTALS	%
Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	
Telephone		
Local Service Revenue	1,674	1.8%
Long Distance Revenue	90,385	98.2%
Total Telephone Revenue	92,059	100.0%
Local Service Cost	10,880	11.8%
Long Distance Cost	23,433	25.5%
Salaries & Wages	89,548	97.3%
Total Costs	123,861	134.5%
Gross Profit on Revenue	(31,802)	-34.5%
Other Miscellaneous		
Pay TV - Sales	14,158	100.0%
Vending Commission	602	1.0%
Business Center	47,993	76.5%
Net Rental Income	62,753	100.0%
Miscellaneous Income	12,000	100.0%
Total Miscellaneous Income	12,000	100.0%
Other Operating Income	74,753	100.0%
Total - Other Operating Income	74,753	100.0%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS %

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	86.1%	
ADR	\$130.19	
RevPAR	\$114.64	
Administrative & General		

Salaries & Wages	325,561	2.4%
Total A&G Salaries	325,561	2.4%
Payroll Taxes & Benefits	85,613	0.6%
Total Payroll & Related Expenses	85,613	0.6%
Audit Fees	21,759	0.2%
Bad Debts	6,695	0.0%
Bank Charges	10,880	0.1%
Computer Services	75,321	0.5%
Civic & Community	1,255	0.0%
CIC Commissions	330,766	2.4%
Dues & Subscriptions	0	0.0%
Equipment Rent - Other	0	0.0%
Expenses - Administrative	0	0.0%
Franchise Royalties	0	0.0%
Legal Fees	0	0.0%
Licenses & Taxes	3,348	0.0%
Office Supplies	10,043	0.1%
Other Professional Services	207,551	1.5%
Postage	4,185	0.0%
Printing & Stationery	21,759	0.2%
Telephone	10,043	0.1%
Travel	0	0.0%
Parking	20,000	0.1%
Total Other Expenses	723,605	5.3%
Total Administrative & General Expenses	1,134,779	8.2%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS %

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	

Sales & Marketing

Salaries & Wages	225,397	1.6%
Total Sales & Marketing Salaries	225,397	1.6%
Payroll Taxes & Benefits	59,273	0.4%
Total Payroll & Related Expenses	59,273	0.4%
Dues & Subscriptions	5,021	0.0%
Office Supplies	1,255	0.0%
Postage	2,511	0.0%
Printing & Stationery	9,206	0.1%
Telephone	1,674	0.0%
Travel	12,554	0.1%
F&B Outlet Advertising	8,369	0.1%
Catering Advertising	6,695	0.0%
Transient Advertising	49,377	0.4%
Group Advertising	28,455	0.2%
Entertainment - Sales	22,596	0.2%
In-House Graphics	1,674	0.0%
Marketing Redemption	8,369	0.1%
Promotional & Premium	12,554	0.1%
Production/Creative	10,880	0.1%
Trade Shows	14,227	0.1%
Total Other Expenses	195,416	1.4%
Total Advertising & Promotion	480,086	3.5%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS %

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	86.1%	
ADR	\$130.19	
RevPAR	\$114.64	
Maintenance & Repair		

Salaries & Wages	231,759	1.7%
Total Maintenance Salaries	231,759	1.7%
Payroll Taxes & Benefits	60,946	0.4%
Total Payroll & Related Expenses	60,946	0.4%
Air Conditioning - Heating	837	0.0%
Building	107,123	0.8%
Electrical Maintenance	18,412	0.1%
Elevator Maintenance	0	0.0%
Equipment Rental	0	0.0%
Floor Covering Maintenance	1,674	0.0%
Furnishings Maintenance	7,532	0.1%
Grounds & Parking	0	0.0%
Kitchen Equipment Maintenance	0	0.0%
Laundry Equipment Maintenance	0	0.0%
Maintenance Contracts	0	0.0%
Maintenance Supplies	25,107	0.2%
Other Equipment Maintenance	0	0.0%
Painting & Decorating	10,043	0.1%
Plant Contract	0	0.0%
Plumbing Maintenance	76,158	0.6%
Swimming Pool Maintenance	0	0.0%
Telephone	0	0.0%
Telephone Maintenance	79,506	0.6%
Television Maintenance	17,575	0.1%
Uniforms	1,674	0.0%
Total Other Expenses	345,640	2.5%
Total Maintenance & Repair Expenses	638,345	4.6%

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	

Utilities

Electricity	376,605	2.7%
Light Bulbs	5,021	0.0%
Water - Sewerage	94,570	0.7%
Total Utility Expenses	476,196	3.5%

UTILITIES PER

Electricity	4.50
Light Bulbs	0.06
Water - Sewage	1.13
Total Utility Expenses	5.69

**MIAMI
INTERNATIONAL
AIRPORT HOTEL**
Operating Budget 2011-2012

TOTALS %

Rooms Available	95,035	
Rooms Rented	83,690	
Occupancy %	88.1%	
ADR	\$130.19	
RevPAR	\$114.64	
Total Payroll & Benefits Allocated		

Salaries & Wages		
Rooms	1,091,046	39.2%
Food	811,138	29.1%
Beverage	97,865	3.5%
A&G (net)	325,561	11.7%
Sales	225,397	8.1%
M&R	231,759	8.3%
Total Payroll & Related Expenses	2,782,766	100.0%

Benefits Allocation		
Vacation/Holiday/Sick Pay	127,209	4.6%
Employee Meals	69,569	2.5%
Employer Taxes	338,932	12.0%
Worker's Compensation	89,483	3.0%
Group Health/Life Insurance	108,528	3.9%
Insurance - (Employee Paid)	0	0.0%
Staff Training	2,000	0.1%
Employee Relations	0	0.0%
Employee Awards	0	0.0%
Employee Recruitment	2,500	0.1%
Misc. Benefits - Other	4,565	0.2%
Total Benefit Allocation	731,786	26.3%

Allocation by Department		
PTEB Allocation - Rooms	286,913	10.3%
PTEB Allocation - Food	213,305	7.7%
PTEB Allocation - Beverage	25,736	0.9%
PTEB Allocation - A&G	85,613	3.1%
PTEB Allocation - Sales	59,273	2.1%
PTEB Allocation - M&R	60,946	2.2%
Total Allocations	731,786	26.3%

Department Total 0

EXHIBIT K
EXECUTED LABOR PEACE AGREEMENT(S)

**REQUEST FOR PROPOSALS FOR
NON-EXCLUSIVE MANAGEMENT
AGREEMENT FOR THE
OPERATION OF THE HOTEL
MIA, RELATED AMENITIES AND
FOOD AND BEVERAGE
FACILITIES**

RFP NO. MDAD-02-11

APPENDIX J
LABOR PEACE AGREEMENT

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between TB MIA Manager, LLC (hereinafter the "Employer"), and UNITE HERE Local 355 (the "Union").

1. This Agreement shall cover all employees employed in classifications listed in Exhibit A, or in classifications called by different names when performing similar duties, (referred to hereinafter as "Employees") at the Hotel and Related Facilities under the scope of RFP No. MDAD-02-11 located within Terminal E, 2nd level of the Miami International Airport in Miami-Dade County (hereinafter referred to as the "Hotel") which during the term of this Agreement is owned by, operated by or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of: (a) the Employer covered by this Agreement; (b) one or more principal(s) of the Employer covered by this Agreement; (c) a subsidiary of the Employer covered by this Agreement; or (d) any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement.

2. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign among Employees.

3. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

4. The Employer will take an approach of strict neutrality to the unionization of Employees. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such Employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

5. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

6. Whenever the Employer finds it necessary to hire new Employees for vacancies in job classifications covered by this Agreement at the Hotel, the Employer shall notify the Union to request applicants for such vacancies. When requesting applicants, the Employer shall state the qualifications applicants are expected to possess. The Union may furnish applicants for the job vacancies specified by the Employer. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law. The Employer agrees that any interest demonstrated by an applicant in joining the Union shall not constitute grounds for discriminatory or disparate treatment nor adversely impact the

applicant's ability to be hired by the Employer. The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled.

7. If the Union provides written notice to the Employer of its intent to organize Employees covered by this Agreement, the Employer shall provide access to its premises and to such Employees by the Union. The Union may engage in organizing efforts in non-public areas of the Hotel during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon. "Organizing" includes communicating with Employees before and after recognition of the Union as provided in Paragraph 9.

8. Within ten (10) days following receipt of written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of such Employees, including both full and part-time Employees, showing their job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such Employees to the Union, including the home addresses of all Employees. Thereafter, the Employer will provide updated complete lists monthly.

9. The Union may request recognition as the exclusive collective bargaining agent for such Employees. The Arbitrator identified in Paragraph 14, or another person mutually agreed to by Employer and Union, will conduct a review of Employees' authorization cards and membership information submitted by the Union in support of its claim to represent a majority of such Employees. If that review establishes that a majority of such Employees has designated the Union as their exclusive collective bargaining representative or joined the Union, the Employer will recognize the Union as such representative of such Employees. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement or file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement except Paragraph 11 and the Union may file unfair labor practice charges. The Union and the Employer will not file any charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this agreement; arbitration under Paragraph 14 shall be the exclusive remedy.

10. If the Union is recognized as the exclusive collective bargaining representative as provided in Paragraph 9, negotiations for a collective bargaining agreement shall be commenced immediately and conducted diligently and in good faith to the end of reaching agreement expeditiously.

11. During the life of this Agreement, the Union will not engage in picketing or other economic activity at the Hotel, and the Employer will not engage in a lockout of the Employees. This paragraph will expire with respect to any group of Employees upon recognition of the Union as the representative of such Employees pursuant to paragraph 9. Notwithstanding the termination provision above, if the Employer recognizes any union besides Union as the exclusive collective bargaining representative of Employees, or any of them, this paragraph shall terminate immediately and without notice.

12. In the event that the Employer sells, transfers, or assigns all or any part of its right, title, or interest in the Hotel or substantially all of the assets used in the operation of the Hotel, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest.

13. The Employer shall incorporate the entirety of paragraphs 4, 6, 7, 8, 9, and 10 of this Agreement in any contract, subcontract, lease, sublease, operating agreement, franchise agreement or any other agreement or instrument giving a right to any person to operate any enterprise in the Hotel employing employees in classifications listed in Exhibit A, or in classifications called by different names when performing similar duties, and shall obligate any person taking such interest, and any and all successors and assigns of such person, to in turn incorporate said paragraphs in any further agreement or instrument giving a right as described above. The Employer shall enforce such provisions, or at its option, assign its rights to do so to the Union. The Employer shall give the Union written notice of the execution of such agreement or instrument and identify the other party(ies) to the transaction within 15 days after the agreement or instrument is signed. The terms "Employer" and "Hotel" shall be modified in such agreement or instrument to conform to the terminology in such agreement or instrument but retain the same meaning as in this Agreement, and the terms "Employer" and "Employees" as used herein shall be modified to refer, respectively, to the person or persons receiving a right to operate an enterprise in the Hotel and the employees of such person or persons.

14. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited and binding arbitration, with Thomas G. Humphries serving as the arbitrator. If he is unavailable to serve within fourteen (14) calendar days of notification then Jerome Wolfson, or another mutually acceptable person, shall be the arbitrator. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The United States District Court for the Southern District of Florida shall have exclusive jurisdiction in any action concerning arbitration under this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding, and furthermore consent to the entry of any order of the arbitrator as the order or judgment of the court, without entry of findings of fact and conclusions of law. Any party unsuccessfully challenging its duty to arbitrate or to comply with an arbitral award shall be liable for the other party's attorneys' fees and other expenses of litigation.

15. This Agreement shall be in full force and effect from the date it is fully executed on behalf of the Employer and the Union until four years from the full public opening of the hotel.

16. Employer and Union agree that they have entered into this Agreement freely and voluntarily and without duress, coercion or any other unlawful or improper inducement by the Union or any other private or governmental entity or person, and for adequate consideration. The parties further agree that they will not contest the legality or enforceability of this Agreement in any forum, nor aid any other person in doing so, and that if they violate this promise they shall be liable for the attorneys fees and expenses and all other damages of the party seeking to uphold this Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

FOR THE EMPLOYER:



By: Scott Rohm

Its: President

Date: September 9, 2011

FOR THE UNION:

UNITE HERE Local 355

By: Andy Madtes

Its: Secretary-Treasurer

Date: September 9, 2011

EXHIBIT A

All regular full-time and regular part-time hotel service, housekeeping, food and beverage, and laundry employees (including room cleaners, house persons, bell persons, , kitchen employees, servers, bussers, bartenders, cashiers, hosts, , laundry workers, recreational and parking employees) employed by the Employer at the Hotel, but excluding all secretarial, office clerical, sales, and maintenance employees and all managers, supervisors, and guards as defined in the National Labor Relations Act.

Lopez, Isabel

From: Andre Madtes [amadtes@unitehere.org]
Sent: Friday, September 09, 2011 11:58 AM
To: Lopez, Isabel
Subject: RE: Peace Agreement

This is to confirm that Unite Here Local 355 and Turnberry have reached an agreement as it relates to the labor peace requirement for the Miami airport hotel.

Andy Madtes
Secretary treasurer
Unite here local 355

From: Lopez, Isabel [mailto:ilopez@turnberry.com]
Sent: Friday, September 09, 2011 11:46 AM
To: Andy Madtes
Cc: Rohm, Scott
Subject: RE: Peace Agreement

Andy,

Attached is the revised agreement with the names of the arbitrator.

Please sign and scan back.

Thank you,
Isabel



Isabel Lopez
Director of Human Resources

TURNBERRY ASSOCIATES
19501 BISCAYNE BOULEVARD, SUITE 400
AVENTURA, FL 33180
PHONE (305) 933-5593 FAX (305) 933-5536
www.turnberry.com

EXHIBIT L
EXECUTED AFFIDAVITS OF SUCCESSFUL
PROPOSER

APPENDIX E-1
MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE: REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
MANAGEMENT AGREEMENT FOR THE OPERATION OF
THE HOTEL MIA, RELATED AMENITIES AND FOOD AND
BEVERAGE FACILITIES

PROJECT NUMBER: RFP NO. MDAD-02-11

COUNTY OF DADE

STATE OF FLORIDA

Before me the undersigned authority appeared C. SCOTT ROHM (Print Name),
who is personally known to me or who has provided as identification and who
(did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

TB MIA LLC

(Name of Entity)

19501 BISCAYNE BLVD., SUITE 400 AVENTURA, FL 33180

(Address of Entity)

4 / 5 - 3 / 1 / 9 / 3 / 7 / 5 / 1
Federal Employment Identification Number

hereinafter referred to as the Entity being its

PRESIDENT

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

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

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

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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, 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 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. The statement which is marked below is true in relation to the Entity submitting this sworn statement. [Please indicate which statement applies.]

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

X 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.

N/A 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. [Please indicate which additional statement applies.]

N/A 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.]

N/A 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.]

N/A The person or affiliate has been placed on the convicted vendor list. [Please describe any action taken by or pending with the Florida Department of Management Services.]

**CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL 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
(1)	NOT APPLICABLE		
_____	\$ _____	\$ _____	_____ %
Name of Dept. & Summary of Services Performed	_____	_____	_____
Litigation Arising out of Contract	_____	_____	_____

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
---------------	--------------------------------	------------------------	-------------------------

(2)

_____ \$ _____ \$ _____ %

Name of Dept.
& Summary
of Services
Performed

Litigation
Arising out
of Contract

(3)

_____ \$ _____ \$ _____ %

Name of Dept.
& Summary
of Services
Performed

Litigation
Arising out
of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 1 DAY

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? NO

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

CSM

(Signature of Authorized Representative)

Title PRESIDENT

Date SEPTEMBER 8, 2011

STATE OF: Florida

COUNTY OF: Miami Dade

The above affidavits were acknowledged before me this 8 day of September 2011

by C. SCOTT ROHM
(Authorized Representative)

of TB MIA LLC
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Carol Abramson
(Signature of Notary)
Carol Abramson
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: DD 946451

My Commission Expires: 4/14/2014

**REQUEST FOR PROPOSALS
FOR NON-EXCLUSIVE
MANAGEMENT AGREEMENT
FOR THE OPERATION OF THE
HOTEL MIA, RELATED
AMENITIES AND FOOD AND
BEVERAGE FACILITIES
RFP NO. MDAD-02-11**

APPENDIX E-2

**MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE
EXECUTION VENDOR AFFIRMATION AND COLLUSION
AFFIDAVITS AND
CONDITION OF AWARD REQUIREMENTS**

APPENDIX E-2

**MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT
SINGLE EXECUTION VENDOR AFFIRMATION AND COLLUSION AFFIDAVITS
AND CONDITION OF AWARD REQUIREMENTS**

The following pages are provided for the Proposer's convenience and are a prerequisite to a contract award:

- Affirmation of Vendor Affidavits
- Collusion Affidavit
- Subcontractor/Supplier Listing
- Subcontracting Policies Statement
(Also required, but no format (insert page is provided))
- Proof of Authorization to do Business
(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)
(Also required, but no format (insert page is provided))

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION VENDOR
AFFIRMATION AND COLLUSION AFFIDAVITS

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Federal Employer
 Contract No. RFP NO. MDAD-02-11 Identification No. (FEIN): 45-2884251

Contract Title: Request for Proposals for Non-Exclusive Management Agreement for the Operation of the Hotel MIA, Related Amenities and Food and Beverage Facilities

Affidavits and Legislation/Governing Body

1.	<i>Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code</i>	6.	<i>Miami-Dade County Vendor Obligation to County Sec. 2-8.1 of the County Code</i>
2.	<i>Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</i>	7.	<i>Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code</i>
3.	<i>Miami-Dade County Employment Drug-free Workplace Certification Sec. 2-8.1.2(b) of the County Code</i>	8.	<i>Miami-Dade County Family Leave Article V of Chapter 11 of the County Code</i>
4.	<i>Miami-Dade County Disability Non-Discrimination Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95</i>	9.	<i>Miami-Dade County Living Wage Sec. 2-8.9 of the County Code (If applicable)</i>
5.	<i>Miami-Dade County Debarment Disclosure Section 10-38 of the County Code</i>	10.	<i>Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60, 11A-67 of the County Code</i>

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

I, being duly first sworn, hereby state that the bidder of this contract:

- is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

is related to the following parties who bid in the solicitation which are identified and listed below:

NOT APPLICABLE

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

C. SCOTT ROHM
Printed Name of Affiant
[Signature]
Signature of Affiant

PRESIDENT
Printed Title of Affiant
TR MIA LLC
Name of Firm

9-8-2011
Date

19501 BISCAYNE BLVD. SUITE 400
Address of Firm (include State, Zip Code) AVENTURA, FL 33180

Notary Public Information

Notary Public: State of Florida County of Miami Dade

Subscribed and sworn to (or affirmed) before me this 8 day of September 20 11

by C. SCOTT ROHM He or she is personally known to me or has produced I.D.

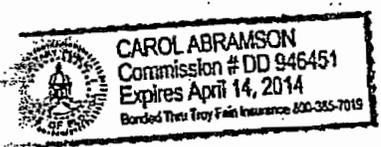
Type of identification produced _____

[Signature]
Signature of Notary Public
4/14/14
Expiration Date

DD 946451
Serial Number

Carol Abramson
Print or Stamp of Notary Public

Notary Public Seal



PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-08-2011

Employer Identification Number:
45-3193751

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

TB MIA LLC
% TURNBERRY HOTEL GROUP LLC SOLE MB
19501 BISCAYNE BLVD STE 400
AVENTURA, FL 33180

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-3193751. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

(IRS USE ONLY)

575G

09-08-2011 TBMI O 9999999999 SS-4

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call
()

DATE OF THIS NOTICE: 09-08-2011
EMPLOYER IDENTIFICATION NUMBER: 45-3193751
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

TB MIA LLC
% TURNBERRY HOTEL GROUP LLC SOLE MB
19501 BISCAYNE BLVD STE 400
AVENTURA, FL 33180

TB MIA LLC, a Florida limited liability company

TB MIA LLC, a Florida limited
liability company
FEIN: 45-3193751

Sole Member

Tumberry Hotel Group LLC, a
Florida limited liability company
FEIN: 45-2884251

Members

Jacquelyn Soifer 50%
Jeffrey Soifer 50%

Certificate of Status

I certify from the records of this office that TURNBERRY HOTEL GROUP LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on August 02, 2011.

The document number of this company is LI 1000088751.

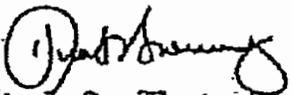
I further certify that said company has paid all fees due this office through December 31, 2011, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 110803085258-300210635133#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Third day of August, 2011




Kuri S. Browning
Secretary of State

Certified Copy

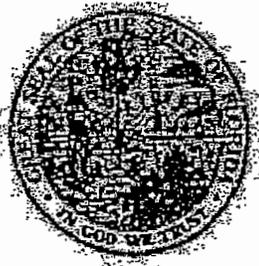
I certify the attached is a true and correct copy of the Articles of Organization of TURNBERRY HOTEL GROUP LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on August 02, 2011, as shown by the records of this office

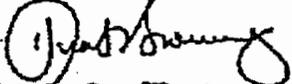
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L11000088751.

Authentication Code: I10803085258-300210635133#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Third day of August, 2011




Kurt S. Browning
Secretary of State

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L11000088751
FILED 8:00 AM
August 02, 2011
Sec. Of State
Jbryan

Article I

The name of the Limited Liability Company is:
TURNBERRY HOTEL GROUP LLC

Article II

The street address of the principal office of the Limited Liability Company is:

19501 BISCAYNE BLVD.
SUITE 400
AVENTURA, FL. 33180

The mailing address of the Limited Liability Company is:

19501 BISCAYNE BLVD.
SUITE 400
AVENTURA, FL. 33180

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

NRAI SERVICES INC
515 EAST PARK AVENUE
LAHASSEE, FL. 33180

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MICHELE HOLDEN

Article V

The name and address of managing members/managers are:

Title: MGR
JACQUELYN SOFFER
19501 BISCAYNE BLVD., SUITE 400
AVENTURA, FL. 33180

Title: MGR
JEFFREY SOFFER
19501 BISCAYNE BLVD., SUITE 400
AVENTURA, FL. 33180

Title: MGR
SCOTT ROHM
19501 BISCAYNE BLVD., SUITE 400
AVENTURA, FL. 33180

Signature of member or an authorized representative of a member

Electronic Signature: JONATHAN KURRY

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

L11000088751
FILED 8:00 AM
August 02, 2011
Sec. Of State
jbryan

EXHIBIT M
TRANS FATS RESOLUTION

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A) (30)
04-24-07

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-456-07

RESOLUTION PROHIBITING COUNTY AND PUBLIC HEALTH TRUST EMPLOYEES FROM USING TRANS FATS OR ANY PRODUCT CONTAINING TRANS FATS IN FOODS PREPARED BY MIAMI-DADE COUNTY OR THE PUBLIC HEALTH TRUST; DIRECTING THE COUNTY AND PUBLIC HEALTH TRUST NOT TO ENTER INTO, RENEW OR EXTEND ANY CONTRACT UNLESS THE CONTRACTOR, VENDOR, SUPPLIER OR LESSEE AGREES NOT TO USE TRANS FATS; DIRECTING COUNTY STAFF NOT TO PURCHASE PRODUCTS THAT CONTAIN TRANS FATS ON ALL EXISTING CONTRACTS

WHEREAS, trans fats are chemically-engineered cooking oils that, at high levels of consumption, have been found to increase LDL ("bad") cholesterol and decrease HDL ("good") cholesterol; and

WHEREAS, trans fats are found in fried foods and baked goods, including french fries, doughnuts, pastries, pie crusts, biscuits, pizza dough, snack chips, cookies, crackers, margarines, and shortenings; and

WHEREAS, trans fats harden artery walls, increasing blood pressure, and increase dangerous inflammation that can contribute to the onset of diabetes; and

WHEREAS, effective January 1, 2006, the Food and Drug Administration (FDA) required food companies to list trans fats content separately on the Nutrition Facts panel of all packaged foods, such as snack chips and cookies; and

WHEREAS, the FDA's action has caused many food manufacturers, such as Frito-Lay, Pepperidge Farms, Country Crock, Lean Cuisine, and Kellogg's, to reformulate their foods to be able to show that their products have no trans fats; and

RESO1093

P

WHEREAS, the American Heart Association supports regulatory efforts to reduce trans fats in packaged foods, baked goods and restaurant meals, but encourages a comprehensive "phased-in approach" to eliminating the use of trans fats, which ensures that a sufficient supply of healthier alternative cooking oils and shortenings are available to restaurants and bakeries to prevent the substitution of unhealthy alternatives; and

WHEREAS, the Miami-Dade Public Schools recently prohibited the use of trans fats in foods prepared by the Miami-Dade Public Schools beginning with the 2007-08 school year; and

WHEREAS, eliminating or reducing the consumption of artificial trans fats has the promise of substantially improving the public health, and correspondingly reducing health care costs,

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

Section 1. Prohibits County and Public Health Trust employees from using trans fats or any product containing trans fats, in foods prepared by Miami-Dade County or the Public Health Trust in facilities such as hospitals and jails; and requires County and Public Health Trust employees to use healthier alternatives notwithstanding any other provision of this resolution.

Section 2. Directs the County and the Public Health Trust not to enter into, renew or extend any contract unless the contractor, vendor, supplier or lessee agrees as part of the contract, renewal or extension:

1. Not to use trans fats in any food provided to the County or Public Health Trust;
2. Not to sell or otherwise provide to the County or Public Health Trust prepackaged foods that contain trans fats, including cookies, crackers and snack chips;
3. Not to sell or otherwise provide to the County or Public Health Trust prepared foods that contain trans fats, including catered foods;

4. Not to make available for sale or consumption at facilities owned or operated by the County or Public Health Trust food products that contain trans fats, including prepared and prepackaged foods; and
5. To use healthier substitutes in place of trans fats in all of the above-referenced circumstances.

Section 3. Directs County staff not to purchase products that contain trans fats, and instead purchase products that contain healthier alternatives, on all existing contracts where the County has the option but not the requirement to purchase or make available products that contain trans fats.

Section 4. Urges all current County and Public Health Trust contractors, vendors, suppliers and lessees to immediately discontinue using trans fats in food they provide the County and Public Health Trust or make available for sale at facilities owned or operated by the County or Public Health Trust, including prepared and prepackaged foods, and replace trans fats and products that contain trans fats with healthier substitutes.

Section 5. Directs the County Manager to provide all County contractors, vendors, suppliers and lessees that prepare, provide, or sell products containing trans fats a copy of this resolution.

The foregoing resolution was sponsored by Commissioner Katy Sorenson, Commissioner Jose "Pepe" Diaz, Commissioner Carlos A. Gimenez, Commissioner Sally A. Heyman, Commissioner Dennis C. Moss, Commissioner Dorrin D. Rolle, Commissioner Rebeca Sosa and Senator Javier D. Souto and offered by Commissioner

Carlos A. Gimenez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

Handwritten signature or initials

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	absent
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairman thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **KAY SULLIVAN**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JMM

Jess M. McCarty

MEMORANDUM

Agenda Item No. 11(A)(30)

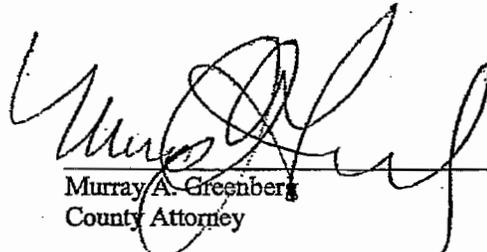
TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: April 24, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Resolution prohibiting
County and Public Health
Trust Employees from using
trans fats in foods prepared
by Miami-Dade County or
the Public Health Trust

The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Katy Sorenson, Commissioner Jose "Pepe" Diaz, Commissioner Carlos A. Gimenez, Commissioner Sally A. Heyman, Commissioner Dennis C. Moss, Commissioner Dorrin D. Rolle, Commissioner Rebeca Sosa and Senator Javier D. Souto.



Murray A. Greenberg
County Attorney

MAG/dcp

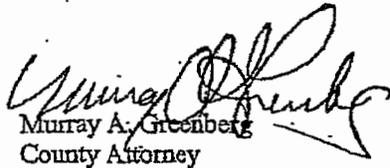
1



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro DATE: April 24, 2007
and Members, Board of County Commissioners

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 11(A) (30)

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
- Bld 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

Memorandum



Date: January 5, 2012

To: Christopher Agrippa, Division chief
Clerk of the Board

From: Lenora Allen-Johnson, Chairperson
Evaluation Selection Committee
Miami-Dade Aviation Department

Subject: Evaluation/Selection Committee Report-Request for Proposals for the Non-exclusive Management Agreement for the Operation of the Hotel MIA, Related Amenities and Food and Beverage Facilities
RFP No. MDAD-02-11

Please take the necessary action to have the attached report placed in the public records in accordance with the requirements of Administrative Order 3-38.

Your assistance in this matter is greatly appreciated.

If you have any questions, please let me know.

Thanks.

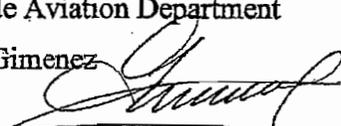
Attachment

Memorandum



Date: December 28, 2011

To: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

From: Carlos A. Gimenez
Mayor 

Subject: Negotiation Committee - Miami-Dade Aviation Department
Request For Proposals for the Non-exclusive Management Agreement
For the Operation of the Hotel MIA, Related Amenities and Food and
Beverage Facilities, RFP No. MDAD-02-11

With reference to your report of December 20, 2011 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Administrative Order 3-38, I hereby authorize the Department to negotiate an Agreement with the first ranked Proposer, for the above referenced project as follows:

RANKING:

1. TB MIA LLC (Turnberry Hotel Group LLC)
2. Tria Adelfi Consulting, Inc. (DBA Adelfi Group)

Furthermore, I hereby appoint the following Negotiation Committee for the purpose of negotiating the Agreement for the subject project:

Ray Diaz, MDAD, Chairperson
Anne S. Lee, MDAD
Velton W. Showell, III, Strategic Solutions, LLC

The Negotiation Committee is to proceed with the agreement negotiations for the firm provided above and submit the signed agreement for final approval to this Office ready to be presented to the Board of County Commissioners. Transmit with the signed agreement a cover memorandum written from the Negotiation Committee to the Mayor, including the below listed information:

1. A general description of the project or services
2. Payment Structure
3. The term of the Agreement
4. A brief description of the selection process.

Negotiation Committee
Miami-Dade Aviation Department
Request For Proposals for the Non-exclusive Management Agreement
For the Operation of the Hotel MIA, Related Amenities and Food and
Beverage Facilities
RFP No. MDAD-02-11
Page 2 of 2

If a satisfactory agreement cannot be reached with the negotiating firm, a report is to be prepared fully explaining all problems resulting from the negotiations. Also, if negotiations fail with the first ranked Proposer, the Department has permission to proceed with negotiations with the second ranked Proposer. The final agreement and report should be sent to this Office.

Attachments

C: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)

Ray Diaz, MDAD

Adrian Songer, MDAD

Anne Syrcle Lee, MDAD

William Douglas Talbert III, Greater Miami

Convention & Visitors Bureau

Henry Perez, Broward County Aviation Department

Velton W. Showell, III, Strategic Solutions, LLC

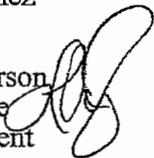
Elva R. Marin, GSA

Memorandum



Date: December 20, 2011

To: The Honorable Carlos A. Gimenez
County Mayor

From: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department 

Subject: Evaluation/Selection Committee Report - Miami-Dade Aviation Department
(MDAD) Request for Proposals for the Non-exclusive Management Agreement
For the Operation of the Hotel MIA, Related Amenities and Food and
Beverage Facilities
RFP No. MDAD-02-11

As authorized by Administrative Order 3-38, and your memoranda dated September 29, 2011 and October 12, 2011, the designated Evaluation/Selection Committee ("Committee") met and conducted the selection process for the subject project on Tuesday, October 25, 2011 for the Prescreening meeting, and Wednesday, November 30, 2011 for the public hearing meeting. This process was conducted in accordance with the procedure specified by the Request for Proposals ("RFP") as described in the attached summary minutes.

PRESCREENING MEETING OF TUESDAY, OCTOBER 25, 2011

As announced in the Metro Calendar, the Committee met on Tuesday, October 25, 2011 at the Miami-Dade County Aviation Department, 4200 NW 36 Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida and undertook a review of the Proposals submitted by the following two (2) responding firms:

- Tria Adelfi Consulting, Inc. (DBA Adelfi Group)
- TB MIA LLC (Turnberry Hotel Group LLC)

The Airport Concession Disadvantaged Business Enterprise (ACDBE) participation for this project was voluntary. The County Attorney's office explained the difference between responsiveness and responsibility. The Committee also heard from MDAD Finance, Minority Affairs, and Commercial Operations Divisions regarding their analysis of their respective areas as it related to this project. The Chairperson reviewed the handouts with the Committee, and explained the details of the process as they relate to the subject project. The Committee then recommended that we proceed to invite the two (2) proposers to make an oral presentation before the Committee.

**The Honorable Carlos A. Gimenez
Evaluation/Selection Committee Report-
Miami-Dade Aviation Department
Request For Proposals for the Non-exclusive Management Agreement
For the Operation of the Hotel MIA, Related Amenities and Food and
Beverage Facilities
RFP No. MDAD-02-11
Page 2 of 2**

PUBLIC HEARING MEETING OF WEDNESDAY, NOVEMBER 30, 2011

As advertised in the Metro Calendar, a public hearing meeting was held on Wednesday, November 30, 2011 at the Miami-Dade County Aviation Department, 4200 NW 36 Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida. At this meeting, the Committee heard oral presentations from the two (2) responding proposers named above. Discussions then commenced as outlined in the attached minutes. The process was conducted in accordance with the guidelines of the RFP, Section 4.0, and direction from the Committee.

The following proposers were found to be qualified to provide the desired services and are listed below in the Committee's order of ranking. The Committee recommended that the name of the highest ranked proposer be forwarded to the County Mayor for approval and authorization to negotiate an agreement as follows:

1. TB MIA LLC (Turnberry Hotel Group LLC)
2. Tria Adelfi Consulting, Inc. (DBA Adelfi Group)

Attached are the following items to substantiate the actions taken to date:

1. Summary Minutes of the Prescreening
2. Summary Minutes of the Public Hearing

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Ray Diaz, MDAD
Adrian Songer, MDAD
Anne Syrcle Lee, MDAD
William Douglas Talbert III, Greater Miami
Convention & Visitors Bureau
Henry Perez, Broward County Aviation Department
Velton W. Showell, III, Strategic Solutions, LLC
Elva R. Marin, GSA

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS
FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT
FOR THE OPERATION OF THE HOTEL MIA,
RELATED AMENITIES AND
FOOD AND BEVERAGE FACILITIES

RFP NO. MDAD-02-11

SUMMARY OF MINUTES
PRESCREENING MEETING
OCTOBER 25, 2011

As authorized by the Mayor's memoranda dated September 29, 2011 and October 12, 2011, the individuals listed below met on Tuesday, October 25, 2011, at the Miami-Dade Aviation Department (MDAD), 4200 NW 36th Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida, to review the materials submitted by the two (2) proposing firms in response to the public notice for the subject Request for Proposals (RFP) as follows:

1. Tria Adelfi Consulting, Inc. (DBA Adelfi Group)
2. TB MIA LLC (Turnberry Hotel Group LLC)

EVALUATION/SELECTION COMMITTEE

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Ray Diaz, MDAD
Adrian Songer, MDAD
Anne Syrcle Lee, MDAD
William Douglas Talbert III, Greater Miami
Convention & Visitors Bureau
Henry Perez, Broward County Aviation Department
Velton W. Showell, III, Strategic Solutions, LLC
Elva R. Marin, GSA

SUPPORT STAFF

David Murray, CAO
Marie Clark-Vincent, MDAD
Betty Ortiz-Valdes, MDAD
Sergio San Miguel, MDAD
Abebe Tecele, MDAD
Angela Fernandez, MDAD

Ms. Lenora Allen-Johnson, Chairperson, opened the Evaluation/Selection Committee meeting with introductions and an overview of the process. A representative from Turnberry and their representative Alex Heckler attended the meeting. The Evaluation/Selection Committee (Committee) then received a brief description of the scope and the Department's expectation from Committee member and project manager, Ray Diaz.

In accordance with the process, copies of the two (2) proposals received on September 9, 2011, the RFP, neutrality affidavit, responsiveness opinion (See Attachment D), inventories (See Attachment E), and other project related documents were sent to the Committee prior to the prescreening meeting.

Prior to proceeding with the meeting, the Chairperson collected the neutrality affidavits completed by the Committee members and they did not reveal any conflicting information. The Committee was informed about local preference that only one of the proposing firms, TB MIA LLC, applied for local preference. The Committee was also informed that Assistant County Attorney, David Murray stated before the meeting that because the local preference documents were submitted in the name of Turnberry and not the proposing name, the local preference provision could not be applied to TB MIA LLC.

Assistant County Attorney David Murray also spoke briefly about his responsiveness opinion. Mr. Murray addressed the issues raised in the request for a responsiveness opinion and advised that some were issues of responsibility and not responsiveness. He also advised the Committee of their responsibility regarding making a decision at the subject meeting or electing to go forward with oral presentations that the decision was theirs.

Sergio San Miguel from the Aviation Finance division discussed how he analyzed the financial information received from the proposers, and that based on the information received, none of the proposers met the 50 million dollar annual gross revenue desired threshold. The Committee then asked for the dollar amounts provided by proposers. Mr. San Miguel stated that TB MIA, LLC provided from \$41.4 to \$47.6 million for their projects listed with the exception of the Fountainbleau project. TB MIA, LLC provided that the financials for the Fountainbleau was a Florida Statute Chapter 119 public records issue, and could be disclosed by request. Committee member Velton Showell, III stated that he was comfortable with the Fountainbleau financial position without seeing their numbers. Some of the other Committee members agreed. Mr. San Miguel also stated that Adelfi proposed under a new division of their company. Mr. San Miguel was also asked about the dollars shown for Adelfi and he stated that the amount they provided was \$275,000. The Committee then asked about the parent company and Mr. San Miguel reminded the Committee that Adelfi submitted as a new division and not under a parent company. William Talbert asked again about the impact of Florida Statute Chapter 119, public records with getting additional information and David Murray explained that they could ask for the information or proceed with making a recommendation. After a brief discussion, the Committee expressed that they could proceed with making a decision without getting additional information.

Abebe Tecele from the MDAD Minority Affairs division discussed the voluntary Airport Concession Disadvantaged Business Enterprise (ACDBE) participation. Mr. Tecele discussed how goals are applied under the federal program and that a goal was not applied to the subject

project because the project is not a concession project. The Committee was then informed by the Chairperson that Adelfi did not provide information for the voluntary ACDBE participation and that TB MIA, LLC did submit information. The Committee was also informed that based on the MDAD Minority Affairs memo, TB MIA, LLC was found to be in compliance with the ACDBE participation provisions. The Committee was also informed of the 100 criteria points for the voluntary participation and their responsibility regarding the application of these points.

Betty Ortiz-Valdes from the Commercial Operations Division of MDAD was then asked to discuss the reference checks and minimum qualification review she conducted. It was discussed that Adelfi provided references for the key members of their team and not their company. Based on Mrs. Ortiz-Valdes review of the non-financial information provided addressing the minimum qualifications, the proposers appeared to have met the minimum qualifications as it relates to the desired experience.

The Chairperson then moved to discuss the handout packages with the Committee and reminded them of their responsibilities as Committee members pursuant to the RFP, Section 4; and the Mayor's memo. The Chairperson requested to know if the Committee wanted to proceed with getting the additional information; or if the Committee wanted to proceed with what they have heard and seen in the proposals. The discussion regarding the proposer's financial position resurfaced and Committee member Ray Diaz asked the Committee for their opinion. Mr. Talbert stated that he did not feel that Adelfi demonstrated that they met the minimum qualifications; and that if staff already requested the missing information and the firms did not comply, there was no need to request additional information. The Chairperson informed the Committee that she did not go back to the proposers for additional financial information. The discussions then continued with Committee member Adrian Songer and he stated that without seeing additional information he felt comfortable enough to proceed with making a decision. Mr. Songer stated as it related to Adelfi's financials that \$275,000 was not a sufficient amount of money. Committee member Ray Diaz also spoke on having a company hitting the ground running. Committee members Anne Lee, Velton Showell, III, Elva Marin and Henry Perez agreed that Adelfi did not provide enough evidence to support that they met the minimum qualifications. Assistant County Attorney David Murray reminded the Committee that they could proceed at the present meeting with making a decision, evaluating and rating the proposers without getting additional information. The Committee was also reminded that this was a two part process and that price was a factor. After a brief discussion about the process by the Committee, they decided to proceed with oral presentations.

The following motion was then taken:

Moved: Ray Diaz
Motion: The Committee moves to invite the two (2) proposing firms for oral presentations.
Seconded: William Talbert

Summary Minutes of Prescreening Meeting
RFP for the Operation of the Hotel MIA, Related Amenities and
Food and Beverage Facilities
RFP No. MDAD-02-11
Page 4 of 4

Action: Unanimously adopted by the Committee

The Committee then discussed proceeding with oral presentations as follows: thirty (30) minutes for oral presentations, and twenty (20) minutes for questions/answers. Staff will also build in fifteen (15) minutes for set-up.

A handwritten signature in cursive script, reading "Lenora Allen Johnson", written over a horizontal line.

Lenora Allen Johnson
Chairperson (Non-voting)

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS
FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT
FOR THE OPERATION OF THE HOTEL MIA,
RELATED AMENITIES AND
FOOD AND BEVERAGE FACILITIES

RFP NO. MDAD-02-11

SUMMARY MINUTES OF PUBLIC HEARING
WEDNESDAY, NOVEMBER 30, 2011

The following Evaluation/Selection Committee (Committee) members met on November 30, 2011 at the Miami-Dade Aviation Department (MDAD), 4200 NW. 36th Street, Bldg. 5A, 4th Floor, Conference Room "F" to hear presentations from interested proposers and to select a proposer to recommend to the County Mayor to either award or negotiate an agreement for the project for which proposals were received:

1. Tria Adelfi Consulting, Inc. (DBA Adelfi Group)
2. TB MIA LLC (Turnberry Hotel Group LLC)

EVALUATION/SELECTION COMMITTEE

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Ray Diaz, MDAD
Adrian Songer, MDAD
Anne Syrcle Lee, MDAD
William Douglas Talbert III, Greater Miami
Convention & Visitors Bureau
Henry Perez, Broward County Aviation Department
Velton W. Showell, III, Strategic Solutions, LLC
Elva R. Marin, GSA

SUPPORT STAFF

David Murray, CAO
Marie Clark-Vincent, MDAD
Angela Fernandez, MDAD

Ms. Lenora Allen-Johnson, Chairperson, opened the Evaluation/Selection Committee meeting with introductions. The Committee was asked if they had anything they would like to discuss prior to proceeding with the oral presentation meeting. Committee member William Talbert asked about the evaluation form and process of rating, and the process was explained to the Committee pursuant to the scoring language in Section 4.0 of the Request for Proposals (RFP).

The Chairperson discussed that the Committee will rate prior to the opening of the price; and after, proceed with the overall calculation of technical and price combined as provided in the RFP. The Committee was reminded that the RFP states that they would determine if the proposers are responsible; and that they made an initial determination of responsibility at the prescreening meeting. The Committee determined that TB MIA LLC was responsible and that Tria Adelfi Consulting, Inc. was not. Note the RFP, Section 4.2, states "In the event that the Committee finds a firm non-responsible, the Committee shall still rank and evaluate the firm. Therefore, oral presentation meetings were scheduled for both proposers. After a brief discussion regarding the process and how they, the Committee would like to proceed, Tria Adelfi made the first presentation.

The second firm TB MIA, Inc. also made their presentation. Both firms had thirty (30) minutes for their presentation and twenty (20) minutes for questions/answers. All of the representatives for the proposers listed above submitted Appendix D, Lobbyists Registration Affidavit pursuant to the requirements of Section 2-11. 1(s) of the Miami-Dade County Code.

After presentations, the Committee then elected to proceed with rating the proposers using the criteria provided in the RFP, Section 4.0. The price envelopes were then opened for the two (2) proposing firms.

The Chairperson then determined the overall scoring by combining the technical and price scores. Based on the combined scores, TB MIA LLC was ranked as the number one (1) Proposer, as reflected in the attached overall scoring form (See Attachment A), price proposal evaluation (See Attachment B), and individual evaluation sheets (See Attachment C). At the conclusion of the overall scoring phase, the Committee discussed the issue of awarding versus negotiations and the following motion was made:

Moved: Ray Diaz

Motion: To recommend the number one (1) ranked Proposer, TB MIA LLC to the Mayor for negotiations.

Seconded: Velton Showell, III

Action: Unanimously Adopted

Following the Committee action, a negotiation team was chosen as follows: Ray Diaz, Anne Lee, and Velton Showell, III.

Summary Minutes of Public Hearing
RFP for the Operation of the Hotel MIA, Related Amenities and
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RFP No. MDAD-02-11
Page 3 of 3

Also, the Chairperson explained the next steps in the process including proceeding to get County Mayor's approval to negotiate. The Chairperson also asked Mr. Murray if the Committee should proceed to determine responsibility, he replied that it was explicit.

A handwritten signature in cursive script that reads "Lenora Allen Johnson". The signature is written in black ink and is positioned above a horizontal line.

Lenora Allen Johnson
Chairperson (Non-voting)

**MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
HOTEL MIA, RELATED AMENITIES AND
FOOD AND BEVERAGE FACILITIES
RFP-MDAD-02-11**

**OVERALL SCORING FORM
ATTACHMENT A**

FIRV	SCORE INDIVIDUAL EVALUATORS							TOTAL TECH POINTS	RANK BASED ON TECH	PROPOSER'S PROPOSED MANAGEMENT FEE	POINTS BASED ON PRICE	RANK BASED ON PRICE	ADJ. SCORE	OVERALL COMM. ADJ. RANKING
	1	2	3	4	5	6	7							
Tris Adeff Consulting, Inc. (DBA Adeff Group)	450	490	450	415	558	540	350	3,253	2	\$2,990,000.00	1,750	1	5,003	2
TB MIA, LLC (Turnberry)	750	725	740	670	650	705	600	4,840	1	\$2,500,000.00	997	2	5,837	1

EVALUATORS

Lenora Allen-Johnson, MDAD (Chairperson) NON-VOTING
1. Ray Diaz
2. Adrian Songer
3. Arnie Syrole Lee
4. William Douglas Talbert III
5. Henry Perez
6. Velton W. Showell III
7. Elva R. Mann

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
MANAGEMENT AGREEMENT FOR THE OPERATION OF
THE

HOTEL MIA, RELATED AMENITIES AND
FOOD AND BEVERAGE FACILITIES

RFP-MDAD-02-11

NOVEMBER 30, 2011

PRICE PROPOSAL EVALUATION
ATTACHMENT B

Example Score: (Lowest management fee + Proposer's management fee) x 1,750 (250 Total Points per voting Committee Member, 7
Committee members) = Management Fee Score

Adelfi Consulting, Inc. (DBA Adelfi Group)	$\frac{299,000.00}{\text{(Lowest Management Fee)}} + \frac{299,000.00}{\text{(Proposers Management Fee)}} = 1.0 \times \frac{1750}{\text{Total Points for Fee}} = \frac{1750}{\text{Management Fee Score}}$
TB MIA LLC (Tumbery)	$\frac{299,000.00}{\text{(Lowest Management Fee)}} + \frac{525,000.00}{\text{(Proposers Management Fee)}} = .57 \times \frac{1750}{\text{Total Points for Fee}} = \frac{997}{\text{Management Fee Score}}$

MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSALS FOR
 NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE
 OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND
 FOOD AND BEVERAGE FACILITIES
 RFP MDAD-02-11

Wednesday, November 30, 2011

ATTACHEMENT C (SEE THE INDIVIDUAL SCORING SHEETS ATTACHED)

EVALUATORS

TriA Adelfi Consulting, Inc. (DBA Adelfi Group)

	1	2	3	4	5	6	7
	Ray Diaz	Adrian Songer	Anne Syrcle Lee	William Douglas Talbert III	Henry Perez	Velton W. Stowell III	Elva R. Marin
Proposer's Experience, Qualifications, Capabilities and Past Performance in Providing The Type Of Services Described In This RFP; and Financial Capacity	226	185	120	120	157	150	100
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175	125	160	125	155	165	100
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125	80	85	90	124	100	75
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125	100	85	80	122	125	75
Level of voluntary Participation in the ACDBE Provision	100	0	0	0	0	0	0

205

† TB MIA, LLC (Turnberry)

	1	2	3	4	5	6	7
	Ray Diaz	Adrian Songer	Anne Syrcle Lee	William Douglas Talbert III	Henry Perez	Velton W. Stowell III	Elva R. Marin
Proposer's Experience, Qualifications, Capabilities and Past Performance in Providing The Type Of Services Described In This RFP; and Financial Capacity	226	220	225	210	202	225	200
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175	165	170	160	182	170	125
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125	120	125	120	125	120	100
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125	120	120	120	121	125	100
Level of voluntary Participation in the ACDBE Provision	100	100	100	80	60	85	75

**MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
 MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
 HOTEL MIA, RELATED AMENITIES AND
 FOOD AND BEVERAGE FACILITIES
 RFP-MDAD-02-11
 30-Nov-11**

PROPOSER: Tria Adelfi Consulting, Inc (DBA Adelfi Group)

EVALUATOR: Ray Diaz
 Print Name

EVALUATOR: [Signature]
 Signature

SELECTION CRITERIA	MAX RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	125
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	175
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	50
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	100
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	0
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	450

**MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
 MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
 HOTEL MIA, RELATED AMENITIES AND
 FOOD AND BEVERAGE FACILITIES
 RFP-MDAD-02-11
 30-Nov-11**

PROPOSER: Tria Adelfi Consulting, Inc (DBA Adelfi Group)

EVALUATOR: ADRIAN SONGER
Print Name

EVALUATOR: Adrian Songer
Signature

SELECTION CRITERIA	MAX RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	185
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	125
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	80
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	100
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	0
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	490

Total
Points 4250

Fee \$ 299,000 (1750PTS)

(1750PTS)

**MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
 MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
 HOTEL MIA, RELATED AMENITIES AND
 FOOD AND BEVERAGE FACILITIES
 RFP-MDAD-02-11
 30-Nov-11**

PROPOSER: Tria Adelfi Consulting, Inc (DBA Adelfi Group)

EVALUATOR: ANNE LEE

EVALUATOR: James Lee Print Name
Signature

SELECTION CRITERIA	MAX. RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	120
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	160
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	85
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	85
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	0
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	450

MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
 MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
 HOTEL MIA, RELATED AMENITIES AND
 FOOD AND BEVERAGE FACILITIES

RFP-MDAD-02-11
 30-Nov-11

TALBERT
 W. Talbert
 11/30/2011

PROPOSER: Tria Adelfi Consulting, Inc (DBA Adelfi Group)

EVALUATOR: William TALBERT

EVALUATOR: W. Talbert
Print Name
Signature

750

525
 299
 (226)

3
 250

250

250

197

4250

SELECTION CRITERIA	MAX RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	e 120
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	6 125
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	6 90 90
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	0 80
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	0
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	415.

Points 250 → 299K/yr
 184

750
 Page 1 of 1
 209

(50)

415 558
 490 540
 415 350

415

**MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
 MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
 HOTEL MIA, RELATED AMENITIES AND
 FOOD AND BEVERAGE FACILITIES
 RFP-MDAD-02-11
 30-Nov-11**

PROPOSER: Tria Adelfi Consulting, Inc (DBA Adelfi Group)

EVALUATOR: HENRY PEREZ
 Print Name

EVALUATOR: [Signature]
 Signature

Item 1841c
 + B
 115
 25514

SELECTION CRITERIA	MAX. RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	122 159
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	155
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	124
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	122
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	0
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	558

4210
 5003

**MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
HOTEL MIA, RELATED AMENITIES AND
FOOD AND BEVERAGE FACILITIES
RFP-MDAD-02-11
30-Nov-11**

PROPOSER: Tria Adelfi Consulting, Inc (DBA Adelfi Group)

EVALUATOR: VELTON W. SHAWELL III

Print Name

EVALUATOR: [Signature]

Signature

SELECTION CRITERIA	MAX. RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	150
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	165
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	100
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	125
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	0
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	540

**MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
 MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
 HOTEL MIA, RELATED AMENITIES AND
 FOOD AND BEVERAGE FACILITIES
 RFP-MDAD-02-11
 30-Nov-11**

PROPOSER: Tria Adelfi Consulting, Inc (DBA Adelfi Group)

EVALUATOR: Ebra R. Marin
 Print Name

EVALUATOR: [Signature]
 Signature

SELECTION CRITERIA	MAX RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	100
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	100
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	75
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	75
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	0
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	350

**MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
 MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
 HOTEL MIA, RELATED AMENITIES AND
 FOOD AND BEVERAGE FACILITIES
 RFP-MDAD-02-11
 30-Nov-11**

PROPOSER: TB MIA, Inc. (Turnberry Hotel Group LLC)

EVALUATOR: Ray Diaz

Print Name

EVALUATOR: Ray Diaz

Signature

SELECTION CRITERIA	MAX. RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	<i>225</i>
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	<i>175</i>
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	<i>125</i>
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	<i>125</i>
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	<i>100</i>
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	<i>750</i>

**MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
HOTEL MIA, RELATED AMENITIES AND
FOOD AND BEVERAGE FACILITIES
RFP-MDAD-02-11
30-Nov-11**

PROPOSER: TB MIA, Inc. (Turnberry Hotel Group LLC)

EVALUATOR: Adrian Songer

Print Name

EVALUATOR: Adrian Songer

Signature

SELECTION CRITERIA	MAX RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	220
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	165
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	120
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	120
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	100
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	725

**MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
 MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
 HOTEL MIA, RELATED AMENITIES AND
 FOOD AND BEVERAGE FACILITIES
 RFP-MDAD-02-11
 30-Nov-11**

PROPOSER: TB MIA, Inc. (Turnberry Hotel Group LLC)

EVALUATOR: ANNE LEE

Print Name

EVALUATOR: *Anne Lee*

Signature

SELECTION CRITERIA	MAX RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	<i>225</i>
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	<i>170</i>
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	<i>125</i>
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	<i>120</i>
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	<i>100</i>
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	<i>740</i>

5,837

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
HOTEL MIA, RELATED AMENITIES AND
FOOD AND BEVERAGE FACILITIES
RFP-MDAD-02-11
30-Nov-11

TALBERT
 W.D. Talbert
 11/30/2011

PROPOSER: TB MIA, Inc. (Turnberry Hotel Group LLC)

EVALUATOR: William TALBERT

Print Name

EVALUATOR: W.D. Talbert

Signature

5837

SELECTION CRITERIA	MAX RANGE UP TO 750 POINTS
1 Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	0 210.
2 Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	0 160.
3 Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	0 120
4 Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	0 120
5 Level of <u>voluntary</u> Participation in the ACDBE Provision	100
POINTS ASSIGNED	0 60.
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	1 670.1

997

142

6590

525 / 750

70

700 725 670 705

**MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
HOTEL MIA, RELATED AMENITIES AND
FOOD AND BEVERAGE FACILITIES
RFP-MDAD-02-11
30-Nov-11**

PROPOSER: TB MIA, Inc. (Turnberry Hotel Group LLC)

EVALUATOR: HENRY PEREZ
Print Name

EVALUATOR: [Signature]
Signature

5'25k
10 BREAK
DOWN

SELECTION CRITERIA	MAX RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	<u>202</u>
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	<u>152</u>
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	<u>125</u>
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	<u>121</u>
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	<u>50</u>
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	<u>650</u>

650
5837

**MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
 MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
 HOTEL MIA, RELATED AMENITIES AND
 FOOD AND BEVERAGE FACILITIES
 RFP-MDAD-02-11
 30-Nov-11**

PROPOSER: TB MIA, Inc. (Turnberry Hotel Group LLC)

EVALUATOR: VELTON H. SAUNDERS III

EVALUATOR: 
 Print Name
 Signature

SELECTION CRITERIA	MAX RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	225
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	170
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	120
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	125
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	65
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	705

**MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE
MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
HOTEL MIA, RELATED AMENITIES AND
FOOD AND BEVERAGE FACILITIES
RFP-MDAD-02-11
30-Nov-11**

PROPOSER: TB MIA, Inc. (Turnberry Hotel Group LLC)

EVALUATOR: Elva R. Marin

Print Name

EVALUATOR: [Signature]

Signature

SELECTION CRITERIA	MAX RANGE UP TO 750 POINTS
Proposer's Experience, Qualifications, Capabilities and Past Performance In Providing The Type Of Services Described In This RFP; and Financial Capacity	225
POINTS ASSIGNED	200
Proposer's ability to Manage: marketing Plan, comprehension of the airport marketplace, competitive set, market segmentation, and pricing policies	175
POINTS ASSIGNED	125
Proposer's ability to Operate: proposed budget, cost effective, efficient use of resources, customer service program	125
POINTS ASSIGNED	100
Proposer's ability to Maintain, maintenance of facilities standards of operation, preventative maintenance	125
POINTS ASSIGNED	100
Level of voluntary Participation in the ACDBE Provision	100
POINTS ASSIGNED	75
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	600

ATTACHMENT D

RESPONSIVENESS OPINION
FINANCIAL CAPACITY COMPLIANCE REVIEW
COMPLIANCE MEMO FROM MINORITY AFFAIRS
REFERENCE CHECKS
REVIEW OF MINIMUM QUALIFICATION INFORMATION

COUNTY ATTORNEY
MIAMI-DADE COUNTY, FLORIDA



AVIATION DEPARTMENT
P.O. BOX 025504
MIAMI, FLORIDA 33102-5504
Phone: (305) 876-7040
Fax: (305) 876-7294

MEMORANDUM

TO: Lenora Allen-Johnson
Contracts Administration

DATE: October 12, 2011

FROM: David M. Murrain
Assistant County Attorney

SUBJECT: Request for Responsiveness Opinion
RFP MDAD-2-11

You have asked, by copy of the memorandum attached, whether both Tria Adelfi Consulting, Inc., d/b/a Adelfi Group and also TB MIA, LLC are responsive proposers. This opinion addresses solely the specific questions raised in your memorandum, and is based solely on the information provided in that memorandum. In sum, none of the issues raised in your memorandum renders either firm non-responsive.

First, you indicate that, while TB MIA, LLC is the proposer on the RFP, that the TB MIA, LLC proposal includes Articles of Organization for Turnberry Hotel Group, LLC. Per publicly available records, an LLC with the identify of TB MIA, LLC was registered with the state of Florida on or about September 8th, 2011. The proposal is signed by all managing members of the company. There thus appears to be a valid legal entity responding to the RFP.

To the extent that your questions relates to the control or ownership of TB MIA LLC by Turnberry Hotel Group, LLC, note that per Page 34 of the TB MIA, LLC proposal, TB MIA, LLC is wholly owned by Turnberry Hotel Group, LLC. The extent to which this representation indicates the proposer's responsibility, or lack thereof, is a matter for the selection committee.

Second, you state that both proposers failed to include an organizational chart, as required by Subsection 2.3(b)(1)(g) of the RFP. The purpose of this chart is to help illustrate the organizational capacity of the proposer to perform the work; it thus goes to issues of capability and therefore responsibility. Failure to include this chart does not render the proposals non-responsive. See Section 4.2 of the RFP.

Third, you state that both proposers included proposed budgets with their submittals which budgets include various line items for non-reimbursable amounts. Neither budget, however, explicitly reveals the proposed management fee of the proposer. Both proposers appear to be using the yearly budgeting form attached as Exhibit J to the Form Agreement attached to the proposal as Section 5.0. That form lists several items as part of the yearly

Lenora Allen-Johnson
October 12, 2011
Page 2

budget—insurance, for example—that are non-reimbursable pursuant to the agreement. Additionally, Section 4.3 of the RFP states that the proposers will be evaluated, in part on their “proposed budget, cost effective, use of resources, [and] marketing plan.” Inasmuch as neither proposer disclosed the underlying fee, which remains sealed, and inasmuch as both proposers largely supplied the information requested by Exhibit J, I do not believe this creates an issue of responsiveness. There is no requirement that price and qualifications be evaluated in isolation; it is in fact permissible for both to be evaluated at the same time. To the extent that, and given that the express requirements of this RFP as to evaluation of the budget, that there may be some indicia as to price implicitly available to diligent selection committee members does not thus render these proposals non-responsive.

Alternatively, in the event the inclusion of this information as part of the budget submittals would create an issue of responsiveness, I believe that such issue would not materially affect the competitive nature of this procurement, as both budget proposals are substantially similar in content and thus neither proposer gained any particular advantage over the other.

Fourth, you indicate that neither firm met the minimum financial qualifications, per Section 2.3(b)(1)(g) of the RFP. This is an issue of responsibility, and does not render either proposal non-responsive. See Sections 1.3, 4.2 of the RFP. To the extent that the committee needs additional information to evaluate the responsibility of the proposers, the committee may request such information.

Fifth, you ask for an opinion on whether TB MIA LLC has stated a valid claim for local preference. This is not an issue of responsiveness, and will be addressed via separate memorandum.

DMM:ram
Attachment

Memorandum



Date: October 4, 2011

To: David Murray
Assistant County Attorney
County Attorney's Office

From: Lenora Allen-Johnson
Contracting Officer

Subject: Legal Opinion Review - Request for Proposals for Non-Exclusive Management Agreement for the Operation of the Hotel MIA, Related Amenities and Food and Beverage Facilities
RFP No. MDAD-02-11-Revised 10/11/2011

The Miami-Dade Aviation Department requires a legal opinion for the above referenced project as follows:

Proposers: Tria Adelfi Consulting, Inc. (DBA Adelfi Group), and TB MIA, Inc.

Synopsis: Proposers received a number of deliverables contained in the subject RFP, Section 2.3, Proposal Format. Based on their response to the RFP, the following information was not provided:

RFP Section	Opinion
-------------	---------

Section 1, Sub-section 1.3, page;
RFP-8

The Certificate of Status and Electronic Articles of Organization For Florida Limited Liability Company dated August 2, 2011 that were provided with the TB MIA LLC proposal are in the name of Turnberry Hotel Group LLC, TB MIA, LLC is not mentioned. I pulled a copy of the September 8, 2011 filing in the name of TB MIA, LLC and Turnberry is not mentioned. The common denominators between the documents mentioned above are the principals as follows: Scott Rohm, Jacquelyn and Jeffrey Soffer. There's also a Florida Department of State document provided in the name of Turnberry Associates, different principals listed and the document is dated April 4, 2003.

The State of Florida article of incorporation dated January 9, 2009 for the proposer Tria Adelfi Consulting, Inc. (DBA Adelfi Goup) is in the name of Adelfi Group. However, I pulled the 2011 filing from sunbiz.org and the only company found with the same principal Carlos Martinez is in the name of Tria Adelfi Consulting, Inc. dated March 6, 2011.

Section 2, Sub-section 2.3 (B)(1)(e)(2)
of the RFP; page RFP 12

Both proposers did not include an organization chart supporting all personnel on this project , they only provided key personnel.

Section 2, Sub-section 2.3 (B)(1)(f)(2)
of the RFP; page RFP 14;

Questions:(i.e. curable, action, etc.)

- 1) Both proposers included in their proposed budget (Exhibit J) line items (Between \$400,000 - \$500,000) that are not reimbursables and should have been included as part of their management fee.

Exhibit J is critical for the following two reasons:

- 1) This is the budget that the Proposer will use if awarded the contract.
- 2) Exhibit J is to be evaluated by the Selection/Evaluation Committee: Reference RFP-14 2)iii; Selection Criteria 125 points "Proposer's ability to Operate: proposed budget....

Section 2, Sub-section 2.3 (B)(1)(g)
of the RFP; page RFP 16

Finance provided in their preliminary review that neither Tria Adelfi Consulting nor TB MIA, LLC met the \$50 million requirement based on the information contained in their proposals.

Note that Tria Adelfi stated that they were new and their experience was connected with the individual members. However, the members show condominium experience with Waldorf Management.

TB MIA, LLC provided that we could proceed to get the financials from the Fontainebleau.

Also, Tria Adelfi provided the same list of names for the business and customer references.

Section 4.0, 4.6, Local Preference

Tria Adelfi did not apply for local preference. However, I need to know if TB MIA, LLC met the local preference requirement. TB MIA provided the following:

Page 803, 2525 employees, 2010 Real Property Taxes, federal withholding summary of deposits and filings (Form 941) show 2461 employees.

TB MIA, LLC provided the following with their response to the request for missing information:

The actual number of employees that work for our company and reside in either Miami-Dade or Broward County was collective and derived from the most recent payroll coinciding with the due date of the RFP. The count includes all active employees who work in our three South Florida select service hotels, Fontainebleau Miami Beach and Shopping Center Management doing business as Turnberry Associates which includes our Corporate offices and Aventura Mall employees.

The actual breakdown is as follows:

	Broward	Dade	Totals
Hotels	47	116	163
SCM	90	156	246
FB	267	1849	2116
Totals	404	2121	2525

Also, TB MIA LLC provided a Local Business Tax Receipt 2011-2012, and the Local Business Tax was submitted in the name of Turnberry Associates, and the current year license was not provided. The proposer is listed as TB MIA, LLC, but Turnberry Hotel Group LLC is listed as a subsidiary. Also, the

Based on the information provided above, I need you to evaluate and advise how you want me to proceed with the solicitation; or advise if the absence of the information above is a responsiveness issue.

Also, see the attached reviews from Finance (prepared by Sergio San Miguel, but not reviewed by Anne Lee), Minority Affairs (signed by Milton Collins), and Commercial Operations (prepared by Betty Ortiz).

Your assistance with this matter is greatly appreciated.

Attachments (Also, David received a copy of the two proposals received with this request)

C: Miguel Southwell
Marie Clark-Vincent
Bobbie Jones-Wilfork
Betty Ortiz
Clerk of Board

TB MIA, LLC

<i>Section 2.3(b) Financial Capacity to Perform</i>	<i>Submitted</i>	<i>Reviewer Notes/Comments</i>
Proposer provided information on the proposing company and individual companies comprising a team or joint venture.	Yes	TB MIA, LLC, a Florida corporation, is a subsidiary of Turnberry Hotel Group, LLC

1.5 Company Information

Financial relationships and responsibilities with regards to parent, subsidiary, or related companies.	Yes	TB MIA, LLC; a Florida corporation, is a subsidiary of Turnberry Hotel Group, LLC
Provided equity information for this proposal	Yes	As shown in f/s's. See worksheet attached.
Provided a list of related party businesses and interest.	Yes	

References

Three business references related to its business operations during five (5) consecutive years within the last ten (10) years. Each reference will provide a contact name, title, phone number, fax number and email address.	Yes	Does not indicate if it is within the last ten (10) years.
---	-----	--

Financial Background

(i) Provide evidence of generating an aggregate of \$50,000,000 in annual gross revenue during the (5) consecutive year.	No - Inconclusive	The information provided was for five (5) years for four (4) hotels. However, the numbers for one of the hotels was not disclosed resulting in not meeting the \$50 million requirement. Legal will have to opine on this issue.
(ii) Provided audited or reviewed financial statements for each of the (5) years. If not available, then provide tax returns filed with the IRS for the (5) years.	Yes	Some operations provided are making money while others are not. See worksheet attached for more details.
(iii) An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted as part of (ii) above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state such fact.	No	None observed.



 Sergio San Miguel, Capital Finance Manager and Assistant
 Controller
 Miami-Dade Aviation Department

10/3/11

 Date

	2010		2009		2010		2009		2010		2009		2010		2009	
	Orlando Sheraton	Orlando Sheraton	Hilton Nashville	Hilton Nashville	Nashville Union Station	Nashville Union Station	Hilton Nashville	Hilton Nashville	Nashville Union Station	Nashville Union Station	Fontainebleau	Fontainebleau	Combined	Combined	Combined	Combined
Number of guest rooms	290	290	330	330	137	137	330	330	137	137	1504	1504	2261	2261	2261	2261
Number of years managed	15	14	11	11	6	6	10	10	5	5	5	5	167	167	167	167
Audit opinion issued	unqualified	unqualified	unqualified	unqualified	unqualified	unqualified	unqualified	unqualified	unqualified	unqualified	n/a	n/a	n/a	n/a	n/a	n/a
Current assets	790,192	1,104,375	6,419,884	6,419,884	2,587,602	2,587,602	4,633,518	4,633,518	2,628,233	2,628,233	n/a	n/a	9,797,678	9,797,678	9,797,678	9,797,678
Total assets	6,992,493	5,858,718	41,347,944	41,347,944	15,502,108	15,502,108	40,978,434	40,978,434	16,988,623	16,988,623	n/a	n/a	63,842,575	63,842,575	63,842,575	63,842,575
Current liabilities	3,717,770	39,139,034	3,399,582	3,399,582	1,038,867	1,038,867	3,274,380	3,274,380	1,542,625	1,542,625	n/a	n/a	18,156,219	18,156,219	18,156,219	18,156,219
Total liabilities	43,069,655	39,727,970	33,799,648	33,799,648	12,719,714	12,719,714	34,601,376	34,601,376	13,431,576	13,431,576	n/a	n/a	89,589,071	89,589,071	89,589,071	89,589,071
Equity	(36,077,162)	(33,869,252)	7,548,296	7,548,296	2,782,394	2,782,394	6,377,058	6,377,058	3,557,047	3,557,047	n/a	n/a	(25,746,173)	(25,746,173)	(25,746,173)	(25,746,173)
Revenues	9,333,526	11,806,580	24,173,568	24,173,568	7,999,928	7,999,928	22,487,957	22,487,957	7,520,873	7,520,873	n/a	n/a	41,507,022	41,507,022	41,507,022	41,507,022
Expenses	9,987,484	11,269,528	15,446,502	15,446,502	6,161,914	6,161,914	7,201,607	7,201,607	3,145,117	3,145,117	n/a	n/a	31,506,900	31,506,900	31,506,900	31,506,900
Interest	720,665	711,081	1,743,164	1,743,164	894,125	894,125	8,001,367	8,001,367	908,428	908,428	n/a	n/a	3,579,571	3,579,571	3,579,571	3,579,571
Depreciation	833,287	737,006	2,141,140	2,141,140	1,468,542	1,468,542	1,790,155	1,790,155	1,470,453	1,470,453	n/a	n/a	4,259,680	4,259,680	4,259,680	4,259,680
NI	(2,207,910)	(911,035)	4,471,238	4,471,238	(524,653)	(524,653)	2,624,932	2,624,932	(1,003,404)	(1,003,404)	n/a	n/a	1,738,675	1,738,675	1,738,675	1,738,675
Member distribution					(250,000)	(250,000)										
Member contribution																488,250

Adelfi Group

<i>Section 7.5 (a) Financial Capacity/Performance</i>	<i>Submitted?</i>	<i>Reviewer Notes/Comments</i>
Proposer provided information on the proposing company and individual companies comprising a team or joint venture.	Yes	Single company

Company Information

Financial relationships and responsibilities with regards to parent, subsidiary, or related companies.	n/a	Single company
Provided equity information for this proposal	Yes	As shown in f/s's.
Provided a list of related party businesses and interest.	n/a	Single company

References

Three business references related to its business operations during five (5) consecutive years within the last ten (10) years. Each reference will provide a contact name, title, phone number, fax number and email address.	Yes	Does not indicate if it is within the last ten (10) years.
---	-----	--

Financial Background

(i) Provide evidence of generating an aggregate of \$50,000,000 in annual gross revenue during the (5) consecutive year.	No	Newly launched division for the company. \$50M requirement not supported.
(ii) Provided audited or reviewed financial statements for each of the (5) years. If not available, then provide tax returns filed with the IRS for the (5) years.	No	Internal Income Statement, Balance Sheet (no footnotes) and tax return were provided for only two (2) years (2009 and 2010).
(iii) An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted as part of (ii) above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state such fact.	Yes	Provided interim numbers as of 8-31-11.



 Sergio San Miguel, Capital Finance Manager and Assistant
 Controller
 Miami-Dade Aviation Department

 10/3/11
 Date

Adelfi Group



Submit the following historical financial information and that of any joint venture or member, or affiliated entities:

(i) Audited or reviewed balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting current financial conditions; if there are no audited or reviewed financial statements available, then provide the last two (2) federal income tax returns filed with the Internal Revenue Service (IRS).

(ii) An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted as part of (i) above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state such fact.

Shareholder

Corporation date

	<u>2009</u>	<u>2010</u>	<u>2011</u>
	B/S - P+L and Tax return	B/S - P+L and Tax return	B/S as of 8/31/11- P+L thru 8/31/11 (eight months)
	Internal F/S's. Rev. = 204k, exp.=133k, NI=73k assets=5k, liab.=30k, equity=(25)k 1120S return=55k in NI.	Internal F/S's. Rev. = 275k, exp.=154k, NI=127k assets=7k, liab.=30k, equity=(23)k 1120S return=85k in NI.	N/A
	N/A	N/A	Internal F/S's. Rev. = 220k, exp.=122k, NI=97k assets=14k, liab.=30k, equity=(16)k

Carlos Martinez=100%

6/8/2004

Memorandum



Date: September 20, 2011

To: Lenora Allen-Johnson, Contracting Officer
MDAD Contracts Administration

From: Milton L. Collins, Associate Director 
MDAD Minority Affairs Division

Subject: Project: Non-Exclusive Management Agreement for the Operation of the Hotel MIA,
Related Amenities and Food & Beverage Facilities at MIA
Project No. RFP No. MDAD-02-11
ACDBE Compliance Review

The Minority Affairs Division has completed its compliance review of proposals submitted for the above referenced project for compliance with the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program, as per the Code of Federal Regulations (49 CFR Part 23).

Please note that ACDBE participation is Voluntary for this RFP. ACDBE participation can be achieved either through the Proposer being an ACDBE itself, a partnership or joint venture, or subcontracting a percentage of gross revenues.

On September 15, 2011, Minority Affairs Division received from MDAD Contracts Administration, Bid Documents from two (2) firms for ACDBE Voluntary Participation Compliance Review which are detailed below:

(1) Tria Adelfi Consulting, Inc. dba Adelfi Group

Tria Adelfi Consulting, Inc. dba Adelfi Group did not provide information towards the Voluntary Airport Concession Disadvantaged Business Enterprise Participation Plan.

(2) TB MIA, LLC (Turnberry)

TB MIA, LLC (Turnberry) submitted the Schedule of Participation (SOP); Letter of Intent (LOI); committing to utilize: Gilly Vending Inc., for full line vending services. Gilly is a certified ACDBE under Vending Machine Operators. TB MIA, LLC submitted Utilization Forms to use Gilly Vending Inc., and is committed to a minimum 1% of gross revenues, which amounts to a total of \$51,000.00 per year.

TB MIA, LLC has met the Voluntary ACDBE Participation requirements and is in Compliance with the ACDBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 23.

Please note that Minority Affairs staff only reviewed and addressed compliance with the ACDBE Program.

Should you have any questions or need additional information, please contact me at (305) 876-7221 or Abebe Teclé at (305) 875-7386.

cc: M. Clark-Vincent
A. Teclé
C. Corrales
Project File

Allen-Johnson, Lenora (Aviation)

From: Ortiz-Valdes, Betty (Aviation)
Sent: Monday, October 03, 2011 12:57 PM
To: Allen-Johnson, Lenora (Aviation)
Cc: Clark-Vincent, Marie (Aviation)
Subject: 9-30-11 Review of Minimum Qualifications Hotel RFP-MDAD-02-11
Attachments: 9-30-11 Review of Minimum Qualifications Hotel RFP-MDAD-02-11.docx

I have reviewed the two proposers TB MIA, LLC and Adelfi. They both meet the minimum qualifications, however, in reviewing the Exhibit J for each of the proposers, they included line items that should be part of the management fee. There are also line items that are questionable.

Please reference the attached and have David Murray provide an opinion to see if these Exhibits are valid. Thanks.

HOTEL RFP – MDAD-02-11

MINIMUM QUALIFICATION REQUIREMENTS:

TB MIA, LLC

- 1) Proposers should demonstrate five (5) consecutive years of experience operating a full service hotel with good ratings within the last ten (10) years in each of the following capabilities: managing, operating and maintaining a minimum of 250 rooms at any one single location.

Yes

- 2) Proposer should provide evidence for the five (5) qualifying years (referenced above) that they have generated at least an aggregate of \$50,000,000 in annual Gross Revenues operating a full service hotel.

Yes

- 3) If the Proposer is a Joint Venture, then at least one of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications Requirements.
- 4) Must be authorized to do business in the State of Florida.

Yes

HOTEL RFP – MDAD-02-11

MINIMUM QUALIFICATION REQUIREMENTS:

Tria Adelfi Consulting, Inc. (DBA Group)

- 1) Proposers should demonstrate five (5) consecutive years of experience operating a full service hotel with good ratings within the last ten (10) years in each of the following capabilities: managing, operating and maintaining a minimum of 250 rooms at any one single location.

Yes.

- 2) Proposer should provide evidence for the five (5) qualifying years (referenced above) that they have generated at least an aggregate of \$50,000,000 in annual Gross Revenues operating a full service hotel.

Yes

- 3) If the Proposer is a Joint Venture, then at least one of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications Requirements.

N/A

- 4) Must be authorized to do business in the State of Florida.

Yes

ATTACHMENT E
INVENTORIES

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES</p> <p align="center">RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: SEPTEMBER 9, 2011 PAGE 1 OF 19</p>
<p>NAME OF PROPOSER: ADDRESS: TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p>	<p>TB MIA, LLC 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 (305) 682-4114/(305) 682-4115 strohm@tumberry.com</p>
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">PROPOSAL DOCUMENTS</p>
<p align="center">PROPOSER'S QUALIFICATIONS</p>	<p align="center">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>MINIMUM QUALIFICATIONS, Was the following information provided:</p>	<p align="center">Y</p>
<p>1. Proposers should demonstrate five (5) consecutive years of experience operating a full service hotel with good ratings within the last ten (10) years in each of the following capabilities: managing, operating and maintaining a minimum of 250 rooms at any one single location.</p>	<p align="center">" "</p>
<p>2. Proposer should provide evidence for the five (5) qualifying years (referenced above) that they have generated at least an aggregate of \$50,000,000 in annual Gross Revenues operating a full service hotel.</p>	<p align="center">" "</p>
<p>3. If the Proposer is a Joint Venture, then at least one of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications Requirements.</p>	<p align="center">N/A</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 2 OF 19</p>
<p>NAME OF PROPOSER: ADDRESS: TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p>	<p>TB MIA, LLC 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 (305) 682-4114/(305) 682-4115 srohm@turnberry.com</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>	<p style="text-align: center;">Y</p>
<p>TECHNICAL PROPOSAL</p>	<p>Tab E-2, article of incorporation provided in the following names: TB MIA LLC</p>
<p>a) Table of Contents The table of contents should outline, in sequential order, the major areas of the Technical Proposal. All pages of the Technical Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.</p>	<p>Page i</p>
<p>b) The "Questionnaire and Minimum Qualifications Requirements Form" (see Appendix A) is to be completed and signed by an authorized officer of the Proposer submitting the Proposal.</p>	<p>Pages 3-12, and Pages 29-34 Page 40, Partnership Registration Statement-Shopping Center Management-Mario A. Romine, Donald Soffer, and Eugene Kessler</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 3 OF 19</p>
<p>NAME OF PROPOSER: TB MIA, LLC ADDRESS: 19501 Biscayne Blvd. Suite 400 Aventura, FL 33180 TELEPHONE/FAX NUMBERS: (305) 682-4114 / (305) 682-4115 E-MAIL ADDRESS: stohm@turnberry.com</p>	
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>	<p>Page 41 provided the following for owned or controlled, "TB MIA LLC IS CONTROLLED BY TURNBERRY HOTEL GROUP LLC"</p> <p>Page 35-36, Certificate of Status-Turnberry Hotel Group LLC filed electronically on August 02, 2011</p> <p>Page 37, Florida Limited Liability Company-Turnberry Hotel Group LLC</p>

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 4 OF 19</p>
<p>NAME OF PROPOSER: TB MIA, LLC ADDRESS: 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 TELEPHONE/FAX NUMBERS: (305) 682-4114 / (305) 682-4115 E-MAIL ADDRESS: stohm@turnberry.com</p>	
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">NOTES</p>
<p align="center">WAS THE INFORMATION/DOCUMENTS PROVIDED?</p>	

<p>c) Executive Summary The executive summary shall briefly and concisely describe the basic services offered by the Proposer; the Proposer's ability to perform the work requested in this RFP; the background, experience and qualifications of the Proposer and the Subcontractors/Subconsultants; the qualifications of the Proposer's personnel to be assigned to this project; and, any other information called for by this RFP, which the Proposer deems relevant. The executive summary should be no longer than four (4) pages.</p>	<p align="center">Y</p>	<p align="center">Page 42, two page document</p>
<p>d) Proof of Minimum Qualifications The Proposer should verify its ability to satisfy all of the minimum qualification requirements. (see Appendix A "Questionnaire and Minimum Qualifications Requirements Form"). Proposers who are less qualified, than is called for in this solicitation, or who are relying on qualifications of separate corporate entities, may receive less, or no points, from the Selection Committee, if such lack</p>	<p align="center">Y</p>	<p align="center">See the response on the first page of this document</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 5 OF 19</p>
<p>NAME OF PROPOSER: TB MIA, LLC ADDRESS: 19501 Biscayne Blvd, Suite 400 Aventura, FL 33180 TELEPHONE/FAX NUMBERS: (305) 682-4114/(305) 682-4115 E-MAIL ADDRESS: strohm@turnberry.com</p>	
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p>of experience would or could suggest that there is an inability to provide the services required in the manner contemplated by this solicitation .</p>	<p style="text-align: center;">WAS THE INFORMATION/DOCUMENTS PROVIDED?</p>
<p>e) Technical Information: 1) The Proposer shall describe its specific policies, plans, procedures or techniques to be used in providing services. (See Section 1.2, "Scope of Services"). The Proposer shall also describe its approach to project organization and management, and the responsibilities of Proposer's management and personnel that will perform work pursuant to this project. 2) The Proposer shall provide an organizational chart including titles for all personnel to be assigned to this project. The chart must clearly identify the Proposer's key personnel. Key personnel include all partners, managers, senior partners, and other professional staff that will perform services on this project.</p>	<p style="text-align: center;">Y</p>
<p>Page 60-402</p>	<p>Pages 34 and 404, only provided information for key personnel</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 6 OF 19</p>
<p>NAME OF PROPOSER: ADDRESS: TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p>	<p style="text-align: center;">PROPOSAL DOCUMENTS</p>
<p>TB MIA, LLC 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 (305) 682-4114/(305) 682-4115 strohm@turnberry.com</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>3) The Proposer shall describe their key personnel's experience, qualifications, functions to be performed and other vital information including relevant experience on previous similar projects. The Proposer shall also provide their resumes with job descriptions and other detailed qualification information.</p>	<p style="text-align: center;">Y</p> <p>Page 404-452, resumes included; provided descriptions for President of Hospitality, no name; General Counsel, no name; Regional Director, no name; Vice President of Marketing, no name; Corporate Director of Human Resources, no name; Corporate Hospitality Controller, no name; Assistant Director of Revenue Management; Multimedia Designer, no name; and Director of Benefits, no name</p>
<p>f) Proposer's Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References:</p>	<p style="text-align: center;">Y</p> <p>Pages 174, customer service information Page 258, Training & Development, Recruitment & Selection Page 357, General Clean/Preventative Maintenance Guest Rooms/Public Space/Equipment overview Page 453, project experience</p>
<p>1. Experience: The Proposer shall provide a history of its background and experience in managing, operating, and maintaining full service hotels. The Proposer shall state the number of years that it has been in existence, the current number of employees, and the primary markets served. This section of the Proposal should include the following:</p>	<p>i. Names and addresses of hotel programs</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 7 OF 19</p>
<p>NAME OF PROPOSER: ADDRESS:</p> <p>TB MIA, LLC 19501 Biscayne Blvd, Suite 400 Aventura, FL 33180</p> <p>TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p> <p>(305) 682-4114/(305) 682-4115 stohm@tumblr.com</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>

<p>developed and managed or operated by the Proposer for the five qualifying years.</p>		
<p>ii. Per facility listing of all locations for Proposer's experience. The facility name, location, square footage, type of operation, annual gross revenues, airport or property owner rent, percentage rent, required customer service efforts, or any other details of the rent structure as well should be included.</p>		
<p>iii. A detailed corporate history of hotel and hospitality experience.</p>		
<p>iv. Other information that supports the Proposer's experience as it pertains to the RFP.</p>		
<p>2. <u>Specific Project Experience:</u> The Proposer shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years.</p>	<p style="text-align: center;">Y</p>	<p>Page 61 2011-2012 Sales & Marketing Plan, provided a market/revenue segmentation charts</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 8 OF 19</p>
<p>NAME OF PROPOSER: TB MIA, LLC ADDRESS: 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 TELEPHONE/FAX NUMBERS: (305) 682-4114 / (305) 682-4115 E-MAIL ADDRESS: strohm@turnberry.com</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p>For each comparable contract, the Proposer should identify: (i) the client, (ii) a description of the work performed, (iii) the total dollar value of the contract, (iv) the contract duration, (v) the client contact person and telephone number for reference, (vi) a statement or notation of whether Proposer(s) is/was the primary consultant / contractor or subcontractor / subconsultant, and (vii) the results of the project. The Proposer shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the County.</p>	<p style="text-align: center;">NOTES</p>
<p>Provide Marketing Program.</p>	<p style="text-align: center;">NOTES</p>
<p>1. Provide a description of the proposed plan, demonstrating an understanding of the market segments identified and targeted for this property.</p>	<p style="text-align: center;">NOTES</p>
<p>2. Demonstrate an understanding of the existing airport market and competitive market set and conditions that support the plan.</p>	<p style="text-align: center;">NOTES</p>
<p>Was the information/documents provided?</p>	<p style="text-align: center;">NOTES</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 9 OF 19</p>
<p>NAME OF PROPOSER: TB MIA, LLC ADDRESS: 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 TELEPHONE/FAX NUMBERS: (305) 682-4114/(305) 682-4115 E-MAIL ADDRESS: sroim@tumberry.com</p>	
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">WAS THE INFORMATION/DOCUMENTS PROVIDED?</p>	<p style="text-align: center;">NOTES</p>
<p>ii. Provide examples of marketing programs undertaken to promote sales and customer service including samples of advertisements, promotional materials, flyers, coupons, etc.</p>	<p style="text-align: center;">Y</p> <p>Provided with the additional information received</p>
<p>iii. Provide information on quality monitoring programs that the Proposer has implemented at other venues. This shall include both descriptive information and sample evaluation forms from quality audits, performance standard evaluations, or other similar programs. Provide a Twelve Month consolidated and by facility for the Hotel and related amenities as instructed in Exhibit J of the Agreement.</p> <p>Proposers should provide a realistic estimate of the expected annual Gross Revenues and Expenses to be derived from proposed operations.</p>	<p style="text-align: center;">Y</p>
<p>3. <u>Additional Experience:</u> The Proposer shall describe any other experiences or information related to the Services described in Section 1.2, Scope of Services. (e.g. software/hardware information,</p>	<p style="text-align: center;">Y</p> <p>Page 459</p>

REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11	CONTRACT MEASURES: VOLUNTARY ACDBE GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: PAGE 10 OF 19
PROPOSAL DOCUMENTS	NOTES
<p>NAME OF PROPOSER: ADDRESS TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p> <p>TB MIA, LLC 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 (305) 682-4114/(305) 682-4115 sp@tm@turnberry.com</p>	
<p>training, etc.).</p> <p>4. Past Performance: List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts." The Proposer must list and describe all work performed or being performed for Miami-Dade County, include the name of the County department which administers or administered the contract(s); the contact person(s) on the contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the County contract was audited by the County and the results therefrom, and the name, address, telephone number, responsibilities and employment status of the management team including, but not limited, to: the General Manager, Facilities Manager, Sales</p>	<p>Y</p> <p>Page 460</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENTITES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 11 OF 19</p>
<p>NAME OF PROPOSER: ADDRESS: TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p>	<p>TB MIA, LLC 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 (305) 682-4114 / (305) 682-4115 strohm@tumberry.com</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>Director and Accounting Manager assigned to any County contract within the last five (5) years.</p> <p>5. <u>Litigation:</u> The Proposer shall describe any prior or pending litigation, in which (i) the Proposer, (ii) any member of a joint venture, (iii) Subcontractors, (iv) any of those entities' subsidiaries, affiliates or parent companies, or (v) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details.</p>	<p style="text-align: center;">Y</p> <p>Page 463, "The MIA LLC is a newly formed entity and currently does not have any litigation. In a abundance of caution, and to comply with the RFP, we have listed litigation with other Tumberry owned entities." Page 464-508, Litigation provided for Tumberry.</p>
<p>6) <u>Convictions, Indictments, or Investigations:</u> Has the organization of the Proposer or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Proposer herein? Identify any criminal convictions or civil judgments for the last the (10) years, and pending criminal indictments or governmental/regulatory investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of</p>	<p style="text-align: center;">Y</p> <p>Page 510, No convictions...provided</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 12 OF 19</p>
<p>NAME OF PROPOSER: ADDRESS:</p>	<p>TB MIA, LLC 19501 Biscayne Blvd, Suite 400 Aventura, FL 33180</p>
<p>TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p>	<p>(305) 682-4114 / (305) 682-4115 stohm@turnberry.com</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>indictment or investigation.</p> <p>7) Affiliations: Please state whether the Proposer, any Principal of Proposer, any family, member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten (10) years (a) directly or indirectly a business relationship with Miami-Dade County (including Miami-Dade Aviation), (b) directly or indirectly receives or received revenues from Miami-Dade County (including Miami-Dade Aviation) or (c) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe such relationship.</p> <p>Please also state whether the Proposer, any Principal of Proposer or any of their family members has or had with the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.</p>	<p style="text-align: center;">Y</p> <p>Page 512, stated no affiliations with Miami-Dade County or elected officials, direct nor indirect</p>

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES</p> <p align="center">RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 13 OF 19</p>
<p>NAME OF PROPOSER: TB MIA, LLC ADDRESS: 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 TELEPHONE/FAX NUMBERS: (305) 682-4114/(305) 682-4115 E-MAIL ADDRESS: stohm@turnberry.com</p>	
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">NOTES</p>
<p>8) References: The Proposer shall provide customer references for similar projects, in scope and magnitude preferably in an airport environment, which the Proposer has either ongoing or completed within the last three (3) years.</p>	<p align="center">WAS THE INFORMATION/DOCUMENTS PROVIDED?</p> <p align="center">Y</p>
<p>g. Financial Capacity to Perform</p> <p>This section should include the documentation requested below for the proposing company and individual companies comprising a team or joint venture for the purpose of providing Hotel Management services.</p>	<p align="center">Y</p> <p>Page 515, provided the following statement "TB MIA LLC AND ITS PARENT COMPANY TURNBERRY HOTEL GROUP LLC CURRENTLY OWN AND OPERATES ALL OF THEIR HOTELS AND RESORTS AND CURRENTLY DOES NOT HAVE ANY THIRD PARTY ASSET MANAGEMENT CONTRACTS." Pages 13 - 44 Page 45, provided a operating budget for 2011-2012</p>
<p>All Proposers must provide information on:</p> <p>1. <u>Company Information:</u></p> <ul style="list-style-type: none"> Financial relationships and responsibilities with regard to parent, subsidiary, or related companies 	<p align="center">Y</p> <p>Refer to the financial analysis prepared by Finance</p>

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 14 OF 19</p>
<p>NAME OF PROPOSER: TB MIA, LLC ADDRESS: 19501 Biscayne Blvd, Suite 400 Aventura, FL 33180 TELEPHONE/FAX NUMBERS: (305) 682-4114/(305) 682-4115 E-MAIL ADDRESS: stohm@turnberry.com</p>	
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">NOTES</p>
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>• The percentage of equity of any partnerships formed for this proposal</p> <p>• A list of all related party businesses or interests. "Related Parties" shall mean any business entity in which the proposing company has a direct or indirect ownership interest or in which a parent company or joint venture partner of the proposing company has a direct or indirect ownership interest, irrespective of the percentage of ownership.</p> <p>2) <u>References:</u> The Proposer shall list three (3) business references related to Hotel Management operations (as defined in Section 1.3 Minimum Qualifications) performed during five (5) consecutive years within the last ten (10) years. Proposer shall provide for each reference a contact name, business title of the individual, phone number, fax number and email address.</p>	<p align="center">Y</p> <p align="center">Page 519</p>
<p>3) <u>Financial Background Information:</u> In order to establish the financial stability of the proposing company, the Department requires that the following historical financial information and that</p>	<p align="center">Y</p> <p align="center">Page 522, Financial Statements, December 21, 2010, Independent Auditors Report, balance sheet, Statement of Operations and Partners' Deficit, Statement of cash flows, Notes to Financial Statements; same for December 31, 2009, December 31, 2008, December 31, 2007, December 31, 2006,</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES</p> <p style="text-align: center;">RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 15 OF 19</p>
<p>NAME OF PROPOSER: ADDRESS:</p>	<p>TB MIA, LLC 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180</p>
<p>TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p>	<p>(305) 682-4114 / (305) 682-4115 strohm@turnberry.com</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p>of any joint venture or affiliated entities be included:</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>i) In accordance with Section 1.3 - Minimum Qualifications, the proposing company shall provide evidence generating an aggregate of \$50,000,000 in annual Gross Revenues during the five (5) consecutive years of operating a full service hotel by providing audited or reviewed financial statements prepared in accordance with generally accepted accounting principles (GAAP) of the Hotel operated by the proposing company for each year during the consecutive five (5) year period or if no audited or reviewed financial statements are available, then provide the five (5) federal income tax returns filed with the Internal Revenue Service (IRS) during the same consecutive five (5) year period.</p>	<p>AND Consolidated Statements of Income for Turnberry/Nashville Arena Hotel, LP and Subsidiary for year ended December 31, 2010, December 31, 2009, December 31, 2008, December 31, 2007, December 31, 2006, AND the same for Turnberry Hotel Group of Miami, LTD; and Nashville Union Station Hotel, LLC</p>
<p>If the proposer's five (5) consecutive year period ended outside of the last two current years, also</p>	

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 16 OF 19</p>
<p>NAME OF PROPOSER: ADDRESS:</p>	<p>TB MIA, LLC 19501 Biscayne Blvd, Suite 400 Aventura, FL 33180</p>
<p>TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p>	<p>(305) 682-4114/(305) 682-4115 stohm@turnberry.com</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>include:</p> <p>ii) Audited or reviewed comparative financial statements for the last two fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting current financial conditions; if there are no audited or reviewed financial statements available, then provide the last two (2) federal income tax returns filed with the Internal Revenue Service (IRS) and,</p> <p>iii) An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted as part of (ii) above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state that fact.</p>	<p style="text-align: center;">Y</p>
<p>3) Requested information From Subsidiaries: If The Proposer must state whether this company operates as a subsidiary of another company. If so, include the appropriate financial information as requested above for both the parent and subsidiary. State</p>	<p style="text-align: center;">Y</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES</p> <p style="text-align: center;">RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 17 OF 19</p>
<p>NAME OF PROPOSER: TB MIA, LLC ADDRESS: 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 TELEPHONE/FAX NUMBERS: (305) 682-4114 / (305) 682-4115 E-MAIL ADDRESS: sro@m@tumbery.com</p>	
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>

	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>	<p style="text-align: center;">NOTES</p>
<p>whether the parent company guarantees the Minimum Annual Guarantee and Agreement for the subsidiary company. If so, provide a letter from the appropriate agent of the parent company verifying the parent company's intent to guarantee the Minimum Annual Guarantee and Agreement.</p>	<p style="text-align: center;">Y</p>	<p>Page 521, provided the following statement, "TB MIA LLC CURRENTLY DOES NOT HAVE ANY SUBCONTRACTORS/SUBCONSULTANTS PERFORMING ANY SERVICES FOR THEIR COMPANY."</p> <p>Subs provided towards the ACDBE program was for vending services</p>
<p>h) Subcontractors/Subconsultants Performing Services</p> <p>The Proposer shall also include a list of the names and addresses of all major first tier Subcontractors/Subconsultants, and describe the extent of work to be performed by each one. Include resumes for the Subcontractors/Subconsultants' key personnel.</p>	<p style="text-align: center;">Y</p>	<p>i) Submission of Required Documentation</p> <p>The Proposer must complete, sign as required, and submit the following documents as part of its Proposal, which have been included as attachments to this RFP:</p>

REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11	CONTRACT MEASURES: VOLUNTARY ACDBE GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: PAGE 18 OF 19
NAME OF PROPOSER: TB MIA, LLC 13501 Biscayne Blvd., Suite 400 Aventura, FL 33180 TELEPHONE/FAX NUMBERS: (305) 682-4114 / (305) 682-4115 E-MAIL ADDRESS: steffm@turnberry.com	
PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?
ATTACHMENTS	NOTES
Questionnaire and Minimum Qualification Requirements Form (Appendix A)	See page one above
Management Fee Form (Appendix B)	Document with the Clerk's office
Acknowledgement of Addenda (Appendix C)	Page 779
Lobbyist Registration for Oral Presentations (Appendix D)	Page 781
Single Execution Affidavits (Appendix E-1)	Page 783
Public Entity Crimes Affidavit	
Criminal Record Affidavit	
Work History Disclosure	
Affirmation of Vendor Affidavit – Single Form Execution Affidavits (Appendix E-2)	Page 791, provided first page only, condition of award
Subcontracting Policies Statement (No format, document to be provided by Proposer)	
Subcontractor's Supplier Listing	Page 792, provided a form but did not fill it in
Proof of Authorization to do Business (No format, document to be provided by Proposer)	See page 2 above.

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 19 OF 19</p>
<p>NAME OF PROPOSER: ADDRESS: TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p>	<p>TB MIA, LLC 1950 Biscayne Blvd., Suite 400 Aventura, FL 33180 (305) 682-4174/(305) 682-4115 strohm@turnberry.com</p>
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">NOTES</p>
<p align="center">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>	<p align="center">NOTES</p>
<p>Local Business Preference (Appendix F)</p>	<p>Y</p> <p>Provided documentation but the CAO stated that they did not qualify because the documents were not submitted in the proposing name</p>
<p>Proposal Bond Guaranty (Appendix G)</p>	<p>Y</p> <p>Provided a check and filled in-the form but did not fully execute Page 818, provided Gilly Vending, signed Letter of Intent for Gilly; certification letter 4-20-2011, and schedule of participation for Gilly vending; also provided a Demonstration of Good Faith Efforts for 1% ACDBE.</p>
<p>Airport Concession Disadvantaged Business Enterprise Participation Plan/Provision (Appendix I)</p>	<p>Y</p> <p>Page 818, provided Gilly Vending, signed Letter of Intent for Gilly; certification letter 4-20-2011, and schedule of participation for Gilly vending; also provided a Demonstration of Good Faith Efforts for 1% ACDBE.</p>
<p>Labor Peace Agreement(s) (Appendix J)</p>	<p>Y</p> <p>Page 834, provided a Memorandum of Agreement for Unite Here, also see Exhibit A on page 838</p>

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES</p> <p align="center">RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: SEPTEMBER 9, 2011 PAGE 1 OF 18</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group ADDRESS: Post Office Box 14-4112 Coral Gables, FL 33114</p> <p>TELEPHONE/FAX NUMBERS: (305) 661-2896 / (305) 675-6392</p> <p>E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p align="center">PROPOSAL DOCUMENTS</p>
<p align="center">PROPOSER'S QUALIFICATIONS</p> <p>MINIMUM QUALIFICATIONS, Was the following information provided:</p> <p>1. Proposers should demonstrate five (5) consecutive years of experience operating a full service hotel with good ratings within the last ten (10) years in each of the following capabilities: managing, operating and maintaining a minimum of 250 rooms at any one single location.</p>	<p align="center">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p> <p align="center">Y</p>
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">NOTES</p>
<p>Table of Contents tab, Page 7</p> <p>Page 7 Adelfi provided the following statement "Since this will be the first hotel the Management Division will manage as a company it will not be possible to prove the generation of \$50 million, however, the proposal will provide an overview of the principals and executives of the company and demonstrate how Adelfi Group will successfully manage the Miami International Airport hotel and improve its contributions to the Miami-Dade Aviation Department." See pages 9-13 for the executive's experience. First Hotel management Project, however all executives who are assigned for this project have worked as individuals on very similar projects and the projects are listed. Gil Katzman provided that he worked on Waldorf Property Management Group from 1/2007 – Current- Condominium-Oversee property managers, facility management collections, monthly financial reporting, annual budgets and elections; annual budgets totaling over 2 million.</p> <p>Chuck Martinez worked on Waldorf Management Group, LLC from 6/2005-Present.</p>	

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<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 2 OF 18 18</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group ADDRESS: Post Office Box 14-4112 Coral Gables, FL 33114 TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392 E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p align="center">PROPOSAL DOCUMENTS</p>
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">NOTES</p>
<p>2. Proposer should provide evidence for the five (5) qualifying years (referenced above) that they have generated at least an aggregate of \$50,000,000 in annual Gross Revenues operating a full service hotel.</p>	<p align="center">" "</p>
<p>3. If the Proposer is a Joint Venture, then at least one of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications Requirements.</p>	<p>Adelfi provided in their response to the request for missing information that "This is not a joint venture, but will be conducted under Adelfi Group."</p>
<p>4. Must be authorized to do business in the State of Florida.</p>	<p align="center">Y</p> <p>Tab E-2, article of incorporation provided in the following names: Tria Adelfi Consulting, Inc. Adelfi Group</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES</p> <p style="text-align: center;">RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 3 OF 18</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group ADDRESS: Post Office Box 144112 Coral Gables, FL 33114 TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392 E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p style="text-align: center;">PROPOSAL DOCUMENTS</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p style="text-align: center;">NOTES</p>	
<p style="text-align: center;">TECHNICAL PROPOSAL</p>	
<p>a) Table of Contents</p> <p>The table of contents should outline, in sequential order, the major areas of the <u>Technical Proposal</u>. All pages of the <u>Technical Proposal</u>, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.</p>	<p style="text-align: center;">Y</p> <p>Table of Contents tab, Page 1</p>
<p>b) The "Questionnaire and Minimum Qualifications Requirements Form" (see Appendix A) is to be completed and signed by an authorized officer of the Proposer submitting the Proposal.</p>	<p style="text-align: center;">Y</p> <p>Table of Contents tab, Tab A, Tria Adelfi Consulting, Inc. (DBA Adelfi Group), company 100% stock holder Carlos M. Martinez, company incorporated 2004.</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 4 OF 18 / 8</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group ADDRESS: Post Office Box 74-4112 Coral Gables, FL 33114 TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392 E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p style="text-align: center;">PROPOSAL DOCUMENTS</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p>WAS THE INFORMATION/DOCUMENTS PROVIDED?</p>	<p style="text-align: center;">Y</p>
<p>c) Executive Summary The executive summary shall briefly and concisely describe the basic services offered by the Proposer, the Proposer's ability to perform the work requested in this RFP; the background, experience and qualifications of the Proposer and the Subcontractors/Subconsultants; the qualifications of the Proposer's personnel to be assigned to this project; and, any other information called for by this RFP, which the Proposer deems relevant. The executive summary should be no longer than four (4) pages.</p>	<p>Table of Contents tab, Page 5. Two (2) Pages, no subcontractors/subconsultant information, stated later in the proposal that they will not use them for this solicitation.</p> <p>Stated that in 2007, Adelfi Group launched Waldorf Property Management Group.</p>
<p>d) Proof of Minimum Qualifications The Proposer should verify its ability to satisfy all of the minimum qualification requirements. (see Appendix A "Questionnaire and Minimum Qualifications Requirements Form"). Proposers who are less qualified, than is called for in this solicitation, or who are relying on qualifications of separate corporate entities, may receive less, or no points, from the Selection Committee, if such lack of experience would or could suggest that there is</p>	<p>See the response on the first page of this document</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 5 OF 18 18</p>
<p>NAME OF PROPOSER: ADDRESS: Tria Adelfi Consulting, Inc. dba Adelfi Group Post Office Box 14-4412 Coral Gables, FL 33114</p> <p>TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392</p> <p>E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>an inability to provide the services required in the manner contemplated by this solicitation .</p>	<p style="text-align: center;">Y</p>
<p>e) Technical Information: 1) The Proposer shall describe its specific policies, plans, procedures or techniques to be used in providing services. (See Section 1.2, "Scope of Services"). The Proposer shall also describe its approach to project organization and management, and the responsibilities of Proposer's management and personnel that will perform work pursuant to this project. 2) The Proposer shall provide an organizational chart including titles for all personnel to be assigned to this project. The chart must clearly identify the Proposer's key personnel. Key personnel include all partners, managers, senior partners, and other professional staff that will perform services on this project.</p>	<p>Table of Contents tab, Page 8, details provided</p> <p>Table of Contents tab, Page 9, chart and details provided for key personnel only</p>

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 6 OF 18</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group Post Office Box 14-4112 Coral Gables, FL 33114</p> <p>TELEPHONE/FAX NUMBERS: (305) 661-2896 / (305) 675-6392</p> <p>E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">NOTES</p>
	<p align="center">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>1) Proposer's Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References:</p>	
<p>1. <u>Experience:</u> The Proposer shall provide a history of its background and experience in managing, operating, and maintaining full service hotels. The Proposer shall state the number of years that it has been in existence, the current number of employees, and the primary markets served. This section of the Proposal should include the following:</p> <p>i. Names and addresses of hotel programs developed and managed or operated by the</p>	<p>Y</p> <p>Table of Contents tab, Page 12</p>
<p>3) The Proposer shall describe their key personnel's experience, qualifications, functions to be performed and other vital information including relevant experience on previous similar projects. The Proposer shall also provide their resumes with job descriptions and other detailed qualification information.</p>	<p>Y</p> <p>Table of Contents tab, Page 12 Years of experience for Chuck M. Martinez, President provided under Tab K with the resumes.</p>

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 7 OF 18 18</p>
<p>NAME OF PROPOSER: ADDRESS: Tria Adelfi Consulting, Inc. dba Adelfi Group Post Office Box 144112 Coral Gables, FL 33114</p> <p>TELEPHONE/FAX NUMBERS: (305) 661-2396/(305) 675-6392</p> <p>E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p align="center">NOTES</p>
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>Proposer for the five qualifying years.</p> <p>ii. Per facility listing of all locations for Proposer's experience. The facility name, location, square footage, type of operation, annual gross revenues, airport or property owner rent, percentage rent, required customer service efforts, or any other details of the rent structure as well should be included.</p> <p>iii. A detailed corporate history of hotel and hospitality experience.</p> <p>iv. Other information that supports the Proposer's experience as it pertains to the RFP.</p>	<p align="center">Y</p>
<p>2. Specific Project Experience: The Proposer shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years. For each comparable contract, the Proposer should identify: (i) the client, (ii) a description of the work</p>	<p>Table of Contents tab, Page 14, provided information requested in their response to the request for missing information; and the resumes in Appendix K.</p> <p>Table of Contents tab, Page 16, Marketing information, marketing program examples, Tab M</p>

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES</p> <p align="center">RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: <i>18</i> PAGE 8 OF 18</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc dba Adelfi Group ADDRESS: Post Office Box 144112 Coral Gables, FL 33114 TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392 E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p align="center">NOTES</p>
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>performed, (iii) the total dollar value of the contract, (iv) the contract duration, (v) the client contact person and telephone number for reference, (vi) a statement or notation of whether Proposer(s) is/was the primary consultant / contractor or subcontractor / subconsultant, and (vii) the results of the project. The Proposer shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the County.</p> <p>Provide Marketing Program.</p>	<p>Tab N, Quality Monitoring Programs & Samples Evaluation Forms.</p> <p>Estimated budget provided starting on page 26</p>
<p>1. Provide a description of the proposed plan, demonstrating an understanding of the market segments identified and targeted for this property.</p> <p>2. Demonstrate an understanding of the existing airport market and competitive market set and conditions that support the plan.</p> <p>iii. Provide examples of marketing programs undertaken to promote sales and customer service including samples of advertisements, promotional</p>	

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES</p> <p style="text-align: center;">RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 9 OF 18 '18</p>
<p>NAME OF PROPOSER: ADDRESS: Tria Adelfi Consulting, Inc. dba Adelfi Group Post Office Box 14-4112 Coral Gables, FL 33114</p> <p>TELEPHONE/FAX NUMBERS: (305) 661-2898 / (305) 675-6392</p> <p>E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p style="text-align: center;">PROPOSAL DOCUMENTS</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>materials, flyers, coupons, etc.</p> <p>iii. Provide information on quality monitoring programs that the Proposer has implemented at other venues. This shall include both descriptive information and sample evaluation forms from quality audits, performance standard evaluations, or other similar programs. Provide a Twelve Month Budget consolidated and by facility for the Hotel and related amenities as instructed in Exhibit J of the Agreement.</p> <p>Proposers should provide a realistic estimate of the expected annual Gross Revenues and Expenses to be derived from proposed operations.</p>	<p style="text-align: center;">NOTES</p>
<p>3. Additional Experience: The Proposer shall describe any other experiences or information related to the Services described in Section 1.2, Scope of Services. (e.g. software/hardware information, training, etc.)</p>	<p style="text-align: center;">Y</p> <p>Table of Contents tab, Page 28, stated that they optimized the hotel market mix.</p>

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 10 OF 18 / P</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group ADDRESS: Post Office Box 14-4112 Coral Gables, FL 33114 TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6892 E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">NOTES</p>
<p align="center">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>	

<p>4. Past Performance: List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts." The Proposer must list and describe all work performed or being performed for Miami-Dade County, include the name of the County department which administers or administered the contract(s); the contact person(s) on the contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the County contract was audited by the County and the results therefrom, and the name, address, telephone number, responsibilities and employment status of the management team including, but not limited, to: the General Manager, Facilities Manager, Sales Director and Accounting Manager assigned to any County contract within the last five (5) years.</p>	<p align="center">Y</p>	<p>Table of Contents tab, Page 29, did not provide the details as requested; only one of the projects listed is a County project.</p>
<p>5. Litigation: The Proposer shall describe any prior or pending litigation, in which (i) the Proposer, (ii) any member of a joint venture, (iii) Subcontractors, (iv)</p>	<p align="center">Y</p>	<p>Table of Contents tab, Page 30, no litigations provided</p>

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 11 OF 18 / 8</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group ADDRESS: Post Office Box 14-4112 Coral Gables, FL 33114 TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392 E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">NOTES</p>
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">WAS THE INFORMATION DOCUMENTS PROVIDED?</p>
<p>any of those entities' subsidiaries, affiliates or parent companies, or (v) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details.</p>	<p align="center">Y</p>
<p>6) <u>Convictions, Indictments, or Investigations:</u> Has the organization of the Proposer or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Proposer herein? Identify any criminal convictions or civil judgments for the last the (10) years, and pending criminal indictments or governmental/regulatory investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of indictment or investigation.</p>	<p>Table of Contents tab, Page 30, no convictions...provided</p>
<p>7) <u>Affiliations:</u> Please state whether the Proposer, any Principal of Proposer, any family, member of any Principal, or any person or entity with which such person has a business relationship, has or had</p>	<p align="center">Y</p> <p>Table of Contents tab, Page 30, listed the work they performed for the County</p>

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 12 OF 18 18</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group Post Office Box 74-4112 Coral Gables, FL 33114</p> <p>TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392</p> <p>E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p align="center">PROPOSAL DOCUMENTS</p>
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">NOTES</p>
<p>within the last ten (10) years (a) directly or indirectly a business relationship with Miami-Dade County (including Miami-Dade Aviation), (b) directly or indirectly receives or received revenues from Miami-Dade County (including Miami-Dade Aviation) or (c) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe such relationship.</p> <p>Please also state whether the Proposer, any Principal of Proposer or any of their family members has or had with the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.</p>	<p align="center">WAS THE INFORMATION DOCUMENTS PROVIDED?</p>
<p>8) References: The Proposer shall provide customer references for similar projects, in scope and magnitude preferably in an airport environment, which the Proposer has either ongoing or completed within the last three (3) years.</p>	<p align="center">Y</p>
<p>Table of Contents tab, Page 31, provided a statement that Adelfi Group Management Division was established in 2011 and therefore did not have customer references; however provided reference information for the executives of Adelfi Group.</p>	

<p align="center">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES</p> <p align="center">RFP MDAD-02-11</p>	<p align="center">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p align="center">INVENTORY OF SUBMITTED PROPOSALS</p>	<p align="center">RFP DUE DATE: PAGE 13 OF 18 18</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group ADDRESS: Post Office Box 14-4112 Coral Gables, FL 33114</p> <p>TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392</p> <p>E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p align="center">PROPOSAL DOCUMENTS</p>
<p align="center">PROPOSAL DOCUMENTS</p>	<p align="center">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>g. Financial Capacity to Perform</p> <p>This section should include the documentation requested below for the proposing company and individual companies comprising a team or joint venture for the purpose of providing Hotel Management services.</p>	<p align="center">Y</p> <p>Table of Contents tab, Page 33, stated that they did not have affiliates or subsidiaries of its own; financial documents provided under Tab L for Tria Adelfi Consulting, Inc. from January through December 2009, profit and loss statements; and balance sheet for Tria Adelfi Consulting, Inc. as of December 31 2009; income tax return for 2009 for Tria Adelfi Consulting, Inc.; the same for 2010; but only provided profit and loss, and balance sheet for the same for 2011.</p>
<p>All Proposers must provide information on:</p> <p>1. <u>Company Information:</u></p> <ul style="list-style-type: none"> • Financial relationships and responsibilities with regard to parent, subsidiary, or related companies • The percentage of equity of any partnerships formed for this proposal • A list of all related party businesses or interests. "Related Parties" shall mean any business entity in which the proposing company has a direct or indirect ownership interest or in which a parent company or joint venture partner of the proposing company has 	

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 14 OF 18</p>
<p>NAME OF PROPOSER: ADDRESS:</p>	<p>Tria Adelfi Consulting, Inc. dba Adelfi Group Post Office Box 14-4112 Coral Gables, FL 33114</p>
<p>TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p>	<p>(305) 661-2896 / (305) 675-6392 Chuck@AdelfiGroup.com</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>

<p>a direct or indirect ownership interest, irrespective of the percentage of ownership.</p>		
<p>2) <u>References:</u> The Proposer shall list three (3) business references related to Hotel Management operations (as defined in Section 1.3 Minimum Qualifications) performed during five (5) consecutive years within the last ten (10) years. Proposer shall provide for each reference a contact name, business title of the individual, phone number, fax number and email address.</p>	<p style="text-align: center;">Y</p>	<p>Table of Contents tab, Page 31, years and fax numbers provided with the additional information provided</p>
<p>3) <u>Financial Background Information:</u> In order to establish the financial stability of the proposing company, the Department requires that the following historical financial information and that of any joint venture or affiliated entities be included:</p>	<p style="text-align: center;">Y</p>	<p>Page, 33 Table of Contents tab, also see Tab L</p>
<p>i) In accordance with Section 1.3 - Minimum Qualifications, the proposing company shall provide evidence generating an aggregate of \$50,000,000 in annual Gross Revenues during the five (5) consecutive years of operating a full service hotel by providing audited or reviewed</p>		

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 15 OF 18 / 8</p>
<p>NAME OF PROPOSER: ADDRESS: Tria/Adelfi Consulting, Inc. dba:Adelfi Group Post Office Box 144112 Coral Gables, FL 33114</p> <p>TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392</p> <p>E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p style="text-align: center;">PROPOSAL DOCUMENTS</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>financial statements prepared in accordance with generally accepted accounting principles (GAAP) of the Hotel operated by the proposing company for each year during the consecutive five (5) year period or if no audited or reviewed financial statements are available, then provide the five (5) federal income tax returns filed with the Internal Revenue Service (IRS) during the same consecutive five (5) year period.</p> <p>if the proposer's five (5) consecutive year period ended outside of the last two current years, also include:</p> <p>ii) Audited or reviewed comparative financial statements for the last two fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting current financial conditions; if there are no audited or reviewed financial statements available, then provide the last two (2) federal income tax returns filed with the Internal Revenue Service (IRS) and,</p> <p>iii) An interim balance sheet and income statement</p>	<p style="text-align: center;">NOTES</p>

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 16 OF 18 18</p>
<p>NAME OF PROPOSER: ADDRESS:</p>	<p>Tria Adelfi Consulting, Inc. dba Adelfi Group Post Office Box 14-4112 Coral Gables, FL 33114</p>
<p>TELEPHONE/FAX NUMBERS: E-MAIL ADDRESS:</p>	<p>(305) 661-2896/(305) 675-6392 Chuck@AdelfiGroup.com</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>for any period of time in excess of six months of the financial statements submitted as part of (ii) above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state that fact.</p>	<p>Y</p>
<p>3) Requested Information From Subsidiaries: The Proposer must state whether this company operates as a subsidiary of another company. If so, include the appropriate financial information as requested above for both the parent and subsidiary. State whether the parent company guarantees the Minimum Annual Guarantee and Agreement for the subsidiary company. If so, provide a letter from the appropriate agent of the parent company verifying the parent company's intent to guarantee the Minimum Annual Guarantee and Agreement.</p>	<p>Y</p>
<p>h) Subcontractors/Subconsultants Performing Services</p> <p>The Proposer shall also include a list of the names and addresses of all major first tier Subcontractors/Subconsultants, and describe the extent of work to be performed by each one. Include resumes for the Subcontractors/Subconsultants' key personnel.</p>	<p>Y</p>
<p>i) Submission of Required Documentation</p>	<p>Y</p>

Provided in the email response to my request for missing information that "Adelfi Group is not a subsidiary. It operates under the same group, management, ownership and EIN#."

Table of Contents tab, Page 34, provided that his section is not applicable.

<p style="text-align: center;">REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE HOTEL MIA, RELATED AMENITIES AND FOOD AND BEVERAGE FACILITIES RFP MDAD-02-11</p>	<p style="text-align: center;">CONTRACT MEASURES: VOLUNTARY ACDBE GOAL</p>
<p style="text-align: center;">INVENTORY OF SUBMITTED PROPOSALS</p>	<p style="text-align: center;">RFP DUE DATE: PAGE 17 OF 18 18</p>
<p style="text-align: center;">PROPOSAL DOCUMENTS</p>	<p style="text-align: center;">NOTES</p>
<p>NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group ADDRESS: Post Office Box 142412 Coral Gables, FL 33114 TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392 E-MAIL ADDRESS: Chuck@AdelfiGroup.com</p>	<p style="text-align: center;">WAS THE INFORMATION/ DOCUMENTS PROVIDED?</p>
<p>The Proposer must complete, sign as required, and submit the following documents as part of its Proposal, which have been included as attachments to this RFP:</p>	
<p>ATTACHMENTS</p>	
<p>Questionnaire and Minimum Qualification Requirements Form (Appendix A)</p>	<p>See page one</p>
<p>Management Fee Form (Appendix B)</p>	<p>Document with the Clerk's office</p>
<p>Acknowledgement of Addenda (Appendix C)</p>	<p>Tab C, acknowledged the three (3) addenda</p>
<p>Lobbyist Registration for Oral Presentations (Appendix D)</p>	<p>Tab D, provided completed form with request for additional information.</p>
<p>Single Execution Affidavits (Appendix E-1)</p>	<p>Tab E, provided revised form listing County job.</p>
<p>Public Entity Crimes Affidavit</p>	
<p>Criminal Record Affidavit</p>	
<p>Work History Disclosure</p>	
<p>Affirmation of Vendor Affidavit - Single Form Execution Affidavits (Appendix E-2)</p>	<p>Tab E-2, Did not provide the updated form provided with Addendum No. 3-Condition of Award</p>
<p>Subcontracting Policies Statement (No format, document to be provided by Proposer)</p>	<p>Provided that this item was not applicable</p>

**REQUEST FOR PROPOSALS
FOR NON-EXCLUSIVE MANAGEMENT AGREEMENT
FOR THE OPERATION OF THE HOTEL MIA, RELATED
AMENITIES AND FOOD AND BEVERAGE FACILITIES**
RFP MDAD-02-11

**CONTRACT MEASURES:
VOLUNTARY ACDBE GOAL**

INVENTORY OF SUBMITTED PROPOSALS

**RFP DUE DATE:
PAGE 18 OF 18 18**

NAME OF PROPOSER: Tria Adelfi Consulting, Inc. dba Adelfi Group
ADDRESS: Post Office Box 144112
 Coral Gables, FL 33114
TELEPHONE/FAX NUMBERS: (305) 661-2896/(305) 675-6392
E-MAIL ADDRESS: Chuck@AdelfiGroup.com

PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
Subcontractor's Supplier Listing	N	Provided that this item was not applicable
Proof of Authorization to do Business (No format, document to be provided by Proposer)	Y	See page 2 above.
Local Business Preference (Appendix F)	Y	Tab F, provided the following statement that Adelfi Group does not seek Local Business Preference status for this project
Proposal Bond Guaranty (Appendix G)	Y	Tab G, provided a Letter of Credit
Airport Concession Disadvantaged Business Enterprise Participation Plan/Provision (Appendix I)	Y	Did not address in their proposal
Labor Peace Agreement(s) (Appendix J)	Y	Tab J, Did not provide an agreement, stated the following: "NOT APPLICABLE --Adelfi Group employees are not represented by a Union."--Advised Adelfi that this requirement was a condition of award

COMMENTS: (Optional)

Memorandum



Date: March 30, 2012

To: Honorable Carlos A. Gimenez
County Mayor

From: Ray Diaz, MDAD Chairperson
Negotiation Committee

Subject: Negotiation Committee Report for Request for Proposals for Non-Exclusive Management Agreement for the Operation of the Hotel MIA, Related Amenities and Food and Beverage Facilities at Miami International Airport
RFP No. MDAD-02-11

In accordance with your memorandum dated December 28, 2011 (copy attached) authorizing negotiations with the first ranked proposer TB MIA, Inc. (Turnberry Hotel Group LLC) for the Non-Exclusive Management Agreement for the Operation of the Hotel MIA, and appointing a Negotiation Committee, and your memorandum dated January 20, 2012 (copy attached) authorizing a Negotiation Committee member substitution, the Negotiation Committee met on February 8 and March 14, 2012 to conduct negotiations with TB MIA, Inc.

Recommendation

It is requested that you concur with the Negotiation Committee's recommendation to impasse the negotiations, as the proposer is seeking material changes in the County agreement in order to render the agreement economically feasible. The Committee suggests that, rather than rejection of all bids, that a bid waiver be considered in this instance.

Negotiation Committee Meeting - February 8, 2012

The purpose of the meeting was to negotiate the management fee proposal submitted by the first ranked proposer, TB MIA, Inc. (TB MIA.)

During Committee discussions, staff informed the Committee that TB MIA had excluded non-reimbursable expenses such as travel, entertainment, workers' compensation, health benefits, and general liability insurance from their proposal, but had included them in the operating budget as Exhibit J as reimbursable items. As per the Request for Proposal (solicitation) documents, lists of items were identified as non-reimbursable and proposers were instructed to include these items as part of the management fee. It should also be noted that Tria Adelfi Consulting, Inc. (Adelfi), the second ranked and only other proposer, also did not include similar items in their management fee proposal.

The second part of the meeting continued with TB MIA representatives Scott Rohm and Bill Gorman. The Committee Chairman outlined the Committee's concerns regarding the disparity between prices submitted by the two proposing firms. Adelfi submitted a management fee proposal of \$299,000, while TB MIA's management fee proposal was

\$525,000. Scott Rohm of TB MIA responded to the Chairman's statements by stating that he could not validate the price provided by Adelfi, but that TB MIA's price was consistent with management fees paid at other locations with similar arrangements.

Mr. Rohm stated TB MIA would respectfully decline the agreement if the company were required to include health benefits, workers' compensation, general liability insurance and the other expenses in the management fee tendered with their proposal. The Committee then discussed that the Department could be flexible and could reclassify some of the expenditures as reimbursable during the budget approval process. However, the reclassification is considered a material change to the RFP.

Committee member and MDAD's Chief Financial Officer, Anne S. Lee discussed having a consultant review the management fee proposed by TB MIA, Inc. to determine if the price proposal is consistent with industry standards and comparable with compensation packages at similar locations. To this end, Thomas E. Callahan principal of PKF Consulting with expertise in hotel consulting, was provided with all the solicitation documents to review and opine on the reasonableness of TB MIA's proposed management fee at the next meeting.

Negotiation Committee Meeting - March 14, 2012

The first part of the meeting included the Committee, staff, and Mr. Thomas E. Callahan of PKF Consulting. Mr. Callahan advised that a base management fee of between 2.0 and 3.0 percent of total revenue was at the low end of a reasonable but fair compensation fee for this class hotel. TB MIA's proposed management fee of \$525,000 per year, which included the salary for the General Manager (not considered a component of management compensation), equated to 3.8 percent of the budgeted revenue. When asked by Committee member Ms. Lee about the fairness of the TB MIA's price proposal, Mr. Callahan stated the price was in line with industry standards, however he recommended if possible including insurance as a reimbursable, according to standard industry practice. Mr. Callahan and the Committee discussed recommending a bid waiver, as the current solicitation does not permit a flexible fee structure. The Committee was advised by the Assistant County Attorney that the Committee could not recommend a bid waiver; the Committee did not have the legal authority to authorize or recommend a bid waiver. The Committee could suggest, however, that a bid waiver was a preferable alternative to re-solicitation of proposals.

The second part of the meeting included TB MIA representatives Scott Rohm and Bill Gorman. The Committee Chairman discussed the items omitted from the TB MIA's management fee submission and the fact that both proposers made the same error. The Committee Chairman also spoke about TB MIA agreeing at the prior meeting to review their figures for the purposes of reaching an agreement based on the guidance provided by Mr. Callahan. The Committee Chairman then asked TB MIA about their thoughts on the matter.

Mr. Rohm stated that they did not have a clear enough understanding of the solicitation document and looked at past practice for this location. Though Addendum No. 3 added group health insurance to the management fee, TB MIA incorrectly considered group health

to be a hotel level expense as opposed to a corporate level expense. When asked by Mr. Diaz about the source documentation for their proposed budget, Mr. Gorman stated that they used the existing hotel's figures provided in the solicitation documents to formulate their proposal. Mr. Rohm also stated that they would lose \$7,000 a year if they had to absorb all insurance costs in their existing management fee proposal; however, he agreed to make certain adjustments to insurance by including some of the non-reimbursables in the proposed management fee. Mr. Rohm spoke about the difficulty of predicting health insurance costs and the fluctuations that occur depending on the workforce's willingness to participate in the benefit package, as well as fact that family coverage can also greatly affect predictability.

Ms. Lee spoke on the possibility of having employee benefits looked at on an annual basis through the operating budget, and on TB MIA revising their bid to include some of the non-reimbursables. Assistant County Attorney David Murray agreed that they could include Ms. Lee's recommendation as part of the Committee's impasse recommendation.

Mr. Diaz asked TB MIA to make the County an offer. Mr. Rohm stated that they would be willing to include general liability insurance and workers' compensation, but that health insurance was a moving target. Ms. Lee replied that the Department was willing to include health insurance, consistent with past practice, as a reimbursable within the confines of the budget. Mr. Diaz asked about the remaining non-reimbursables discussed and TB MIA agreed to "split the difference" on workers' compensation and general liability insurance totaling approximately \$100,000 and proposed the proposed management fee be increased by \$50,000 for a total of \$575,000 a year.

The Committee made the following motion:

Moved: Anne S. Lee
Motion: To impasse negotiations, and to suggest to the County Mayor that with his concurrence a bid waiver be presented to the Board with an adjusted price proposal of \$575,000.
Seconded: Henry Perez
Action: Unanimously Adopted

Mr. Diaz stated that TB MIA was an adequately qualified firm able to perform under the terms of management agreement and that there was a benefit to accommodating the mutual desires of the proposer and the Department by recommending to the County that the differences between the parties be resolved by a bid waiver.

Furthermore, the budget as submitted has not been approved until it has been vetted by the Department, whose decisions on the matter are final. The intent of the internal budget review is to ensure that as much or more revenue be generated than under the current agreement. TB MIA, Inc. agreed.

Honorable Carlos A. Gimenez, County Mayor
Negotiation Committee Report
Agreement for RFP No. MDAD-02-11
Page 4

It is therefore requested that you concur with the Negotiation Committee's recommendation to impasse the negotiations, as the proposer is seeking material changes in the County agreement in order to render the agreement economically feasible. The Committee suggests that, rather than rejection of all bids, that a bid waiver be considered in this instance.


Concur
Carlos A. Gimenez, County Mayor

4/6/12
Date

Does not Concur
Carlos A. Gimenez, County Mayor
Date

Attachments

c: Clerk of the Board of County Commissioners

EVALUATION / SELECTION COMMITTEE:

Lenora Allen-Johnson, Senior Procurement Contract Officer, MDAD (Non-voting, Chairperson)
Ray Diaz, Chief, Aviation Business & Revenue Development, MDAD
Adrian Songer, Chief, Aviation Business & Revenue Development, MDAD
Anne Syrcle Lee, Chief Financial Officer, MDAD
William Douglas Talbert III, Greater Miami Convention & Visitors Bureau
Henry Perez, Broward County Aviation Department
Velton W. Showell, III, Strategic Solutions, LLC
Elva R. Marin, GSA

NEGOTIATION COMMITTEE

Ray Diaz, Chairperson, MDAD
Anne Syrcle Lee, MDAD
Henry Perez, Broward County Aviation Department

Memorandum



Date: January 19, 2012

To: Carlos A. Gimenez
Mayor

From: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

Subject: Request for Substitution of Negotiation Committee Member - Miami-Dade Aviation Department (MDAD) Request for Proposals for the Non-exclusive Management Agreement For the Operation of the Hotel MIA, Related Amenities and Food and Beverage Facilities
RFP No. MDAD-02-11

With reference to your memo dated December 28, 2011 (copy attached) regarding the Negotiation Committee for the subject project, MDAD is requesting approval to substitute Negotiation Committee member Velton Showell, III, as a result of his unavailability, with Selection Committee member Henry Perez.

Accordingly, the recommended Negotiation Committee is as follows:

Ray Diaz, MDAD
Anne Syrcle Lee, MDAD
Henry Perez, Broward County Aviation Department

Approved: _____

A handwritten signature in black ink, appearing to be "Carlos A. Gimenez".

Carlos A. Gimenez
Mayor

Date: 1/20/12

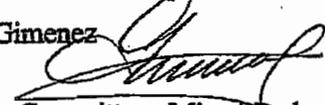
c: Clerk of the Board of County Commissioners

Memorandum



Date: December 28, 2011

To: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

From: Carlos A. Gimenez
Mayor 

Subject: Negotiation Committee - Miami-Dade Aviation Department
Request For Proposals for the Non-exclusive Management Agreement
For the Operation of the Hotel MIA, Related Amenities and Food and
Beverage Facilities, RFP No. MDAD-02-11

With reference to your report of December 20, 2011 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Administrative Order 3-38, I hereby authorize the Department to negotiate an Agreement with the first ranked Proposer, for the above referenced project as follows:

RANKING:

1. TB MIA LLC (Turnberry Hotel Group LLC)
2. Tria Adelfi Consulting, Inc. (DBA Adelfi Group)

Furthermore, I hereby appoint the following Negotiation Committee for the purpose of negotiating the Agreement for the subject project:

Ray Diaz, MDAD, Chairperson
Anne S. Lee, MDAD
Velton W. Showell, III, Strategic Solutions, LLC

The Negotiation Committee is to proceed with the agreement negotiations for the firm provided above and submit the signed agreement for final approval to this Office ready to be presented to the Board of County Commissioners. Transmit with the signed agreement a cover memorandum written from the Negotiation Committee to the Mayor, including the below listed information:

1. A general description of the project or services
2. Payment Structure
3. The term of the Agreement
4. A brief description of the selection process.

Negotiation Committee
Miami-Dade Aviation Department
Request For Proposals for the Non-exclusive Management Agreement
For the Operation of the Hotel MIA, Related Amenities and Food and
Beverage Facilities
RFP No. MDAD-02-11
Page 2 of 2

If a satisfactory agreement cannot be reached with the negotiating firm, a report is to be prepared fully explaining all problems resulting from the negotiations. Also, if negotiations fail with the first ranked Proposer, the Department has permission to proceed with negotiations with the second ranked Proposer. The final agreement and report should be sent to this Office.

Attachments

C: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)

Ray Diaz, MDAD

Adrian Songer, MDAD

Anne Syrcle Lee, MDAD

William Douglas Talbert III, Greater Miami

Convention & Visitors Bureau

Henry Perez, Broward County Aviation Department

Velton W. Showell, III, Strategic Solutions, LLC

Elva R. Marin, GSA