Agenda Item No. 2A1
April 2, 2013

CLERK OF THE BOARD
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MIAMI-DADE COUNTY, FLA.
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Clerk of the Board
Date and Time Recorder Stamp

OFFICE OF THE MAYOR
MIAMI-DADE COUNTY, FLORIDA

VETO AND VETO MESSAGE

To: Honorable Chairwoman Rebeca Sosa and
Members of the Board of County Commissioners
Miami-Dade County, Florida

From:

Carlos A. Gimenez, Mayor
Miami-Dade County, Florida

Pursuant to the authority vested in me under the provisions of Section 2.02.D of the Miami-Dade County Home Rule Charter, I hereby veto the Board of County Commissioners' rejection of my recommendation to award the non-exclusive lease and concession agreement for luggage wrapping services at Miami International Airport (MIA), RFP No. MDAD-05-12, to Truestar USA, a joint venture between Sinapsis Trading USA, LLC and Truestar Group SPA at the March 5, 2013 Board of County Commissioners meeting.

VETO MESSAGE

On Tuesday, March 5, 2013, the Board of County Commissioners (Board) rejected my recommendation to award a non-exclusive lease and concession agreement for luggage wrapping services at Miami International Airport (MIA), RFP No. MDAD-05-12, to Truestar USA, a joint venture between Sinapsis Trading USA, LLC (Sinapsis) and Truestar Group SPA. Subsequently, the Board approved Resolution No. R-151-13 to award the non-exclusive lease and concession agreement for luggage wrapping services at MIA to Safe Wrap of Florida JV, LLC (Safe Wrap), a joint venture between Secure Wrap of Miami, Inc. (Secure Wrap) and Safe Bag USA.

In July 2010, Sinapsis was awarded a five-year contract, with a two-year option to renew, for luggage wrapping services at MIA. At the time, Sinapsis offered a minimum annual guarantee (MAG) of $11.1 million or 56.5% of gross revenues. The second-ranked firm, Secure Wrap, offered a MAG of $4.1 million or 35% of gross revenues. In February 2012, the Board of County Commissioners approved an amendment to the Sinapsis contract, which lowered the MAG to

$8.65 million, however the 56.5% of gross revenues remained in effect. This was as a result of Sinapsis requesting an adjustment of their MAG due to off-airport luggage wrapping that was affecting their revenues at MIA. While the Board approved the adjustment, they also approved issuing a new solicitation as recommended by the Administration, thereby voiding the current contract. However, it should be noted that since the MAG was lowered, Sinapsis has paid MIA $9.2 million based on the 56.5% of gross revenue, not the $8.65 million. Subsequently, in April 2012, the Miami-Dade Aviation Department (MDAD) issued RFP No. MDAD-05-12 for luggage wrapping services at MIA.

In their submitted proposals to RFP No. MDAD-05-12, TrueStar USA offered a MAG of $9.6 million or 65% of gross revenues, while Safe Wrap offered a MAG of $9.1 million or 52% of gross revenues. Safe Wrap was ranked first after the technical evaluation, however when the price proposal scores were factored in, Truestar USA finished ranked first.

The Evaluation Committee for RFP No. MDAD-05-12 consisted of seven voting members, of which two were airline representatives, two were aviation industry professionals, one was from the Greater Miami Convention and Visitors Bureau, and two were MDAD employees. Additionally, a representative from the Office of the Inspector General was present at the meeting of the Evaluation Committee, which was open to the public and videotaped. The Evaluation Committee unanimously voted to recommend to me that the award be made to Truestar USA.

In January 2013, my recommendation to award to Truestar USA was filed with the Clerk and the second ranked firm, Safe Wrap, filed a bid protest. A hearing was held on February 11, 2013 before the Hearing Examiner. On February 14, 2013, the Hearing Examiner affirmed my original recommendation to award to Truestar USA.

While Safe Wrap agreed, at the March 5th meeting, to the Board's request to match TrueStar USA's MAG of $9.6 million, they refused to match the 65% of gross revenues. It is noteworthy that their proposed 52% of gross revenues is <u>lower</u> than the 56.5% percentage that is being paid by Sinapsis under the current contract. Safe Wrap's refusal to match TrueStar USA's percentage of 65% has the potential to cost MIA $6 million in payments in just the first three years of the eight (8) year (with a two-year option to renew) contract. This is based on Safe Wrap's own income projections in the RFP. The MAG of $9.6 million per year for three years comes to $28,800,000. Safe Wrap projects that in the first three years their revenues will be $53,660,925. Based on that figure, their offer of 52% of gross revenues will equal $27,903,681, so Safe Wrap will pay the MAG, as it is the higher amount. However, if Safe Wrap were to pay 65% of gross revenues, as TrueStar USA has offered, the amount paid to MIA would be higher than the MAG at $34,879,601, <u>a difference of $6,079,601</u>. When you calculate that for every $300,000 in revenue that MIA is able to generate, they are able to lower their landing fee by one cent, this difference equates to a 20 cent adjustment. Given that MIA's landing fee is currently at $1.75, this is a significant impact. The potential loss of revenue to MIA is even higher, approximately $7.9 million, if the revenue projections of $60.6 million by TrueStar USA are applied to this scenario.

The fiscal impact of luggage wrapping is quite significant for MIA. In fact, in the approximately 25 months that Sinapsis has held the current contract, they have paid MIA more than **$22.5** million on overall revenues of **$34.69** million. In comparison, Secure Wrap over the course of 10 years paid MIA approximately **$12.25** million on revenues of **$53.83** million. I have no doubt that prior to the current contract, MIA could have been paid substantially more than it was. The numbers clearly attest to that.

CLOSING

My Administration has as its foundation fundamental principles, including honesty, transparency, and protecting our taxpayers. We have steadfastly applied these principles to the procurement process that the Board of County Commissioners has established and we have created an environment of fair and open competition. In recent years, MIA has greatly benefited from this process as evidenced by more companies engaging in solicitations, which in turn has resulted in better prices and higher revenues for our airport.

It is important to note that Miami International Airport is our community's largest economic engine. It contributes, directly and indirectly, to one out of every four jobs in Miami-Dade County and contributes almost $33 billion to our economy. Its importance cannot be overstated and its success is vital to our County's economic well-being. With a Capital Improvement Program of $6.5 billion nearing conclusion, MIA must find ways of increasing its non-aeronautical revenues to meet its outstanding bond obligations while remaining competitive and attracting new domestic and international air carriers. With more than 19.3 million international passengers, MIA ranks #2 among U.S. airports for international passengers, behind only New York's JFK International Airport. To this end, luggage wrapping is an integral part of MIA's revenue producing strategy as the large majority of bags being wrapped are for international destinations. In fact, MIA is one of a small handful of U.S. airports that offers this service and is the only U.S. airport that re-wraps bags opened during TSA inspection.

In the case of RFP No. MDAD-05-12, this Administration has followed the procurement process with honesty and transparency and brought forward our best professional recommendation. The second-ranked firm did not agree with our recommendation and exercised their right, as stated in our Code, to file a bid protest. In the end, the hearing examiner upheld my recommendation, which protects our taxpayers through maximizing the revenue to our community's most important economic engine.

My Administration stands ready to continue to work with the Board as we strive to make the right decisions entrusted to us by the residents of Miami-Dade County.

Memorandum

MIAMI-DADE COUNTY

Date: March 5, 2013

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

Agenda Item No. 8(A)(7)

From: Carlos A. Gimenez
County Mayor

Subject: Award recommendation of Lease and Concession Agreement for Luggage Wrapping Services at Miami International Airport, RFP No. MDAD-05-12, to Truestar USA, a Joint Venture between Sinapsis Trading USA, LLC and Truestar Group SPA

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the award of a Non-Exclusive Lease and Concession Agreement for luggage wrapping services at Miami International Airport (MIA) to Truestar USA, a joint venture between Sinapsis Trading USA, LLC and Truestar Group SPA, and authorize the Mayor or his designee to execute the attached Agreement, with the exhibits on file with the Clerk of the Board.

SCOPE

Miami International Airport is located primarily within Commission Chairwoman Rebeca Sosa's District Six; however, the impact of this agenda item is countywide in nature 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, the Aviation Director or designee may exercise renewal options, terminate the Agreement and/or exercise all rights and privileges granted to the County.

FISCAL IMPACT/FUNDING SOURCE

This project generates revenue for the Miami-Dade Aviation Department (MDAD). Payment provisions include monthly rent and the greater of a Minimum Annual Guarantee (MAG) of $9,600,000 or 65% of monthly gross revenues.

TRACK RECORD/MONITOR

Truestar USA is a joint venture between Sinapsis Trading USA, LLC and Truestar Group SPA. Sinapsis has performed satisfactorily as the current concessionaire under the existing Luggage Wrapping Services Agreement and is current with its financial obligations. MDAD Chief of Concession Development Adrian Songer will monitor this project.

DUE DILIGENCE

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine Truestar's responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entity: Small Business Development database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. Also, in an audit of Sinapsis' current operations at MIA, the summary results issued on September 30, 2012, by the County Audit Management Services state that Sinapsis accurately reported gross revenue, remitted percentage fees in a timely fashion, and complied with the insurance, security deposit, and financial reporting requirements stated in the Agreement. No substantiation of claims that the company had been operating luggage wrap machines in unauthorized locations was found, based upon the Department's periodic inspections and unannounced physical observations.

BACKGROUND

MDAD advertised a Request for Proposals (RFP) on April 23, 2012, for interested parties to finance, design, furnish, manage and operate luggage wrapping services at MIA. The concessionaire is anticipated to operate 29 machines in the Terminal and two in the Rental Car Center, and provide re-wrapping in secure Transportation Security Administration (TSA) inspection areas.

Responses were received from Safe Wrap of Florida JV, LLC and Truestar USA. The Evaluation/Selection Committee held a prescreening meeting on August 24, 2012, invited the firms to a public hearing on October 18, 2012, where they reviewed proposals and heard presentations from the two firms.

At the public hearing, the Committee was informed that the Office of Inspector General (OIG) had not finalized its review of both proposers, and advised that the Committee could wait until the final OIG review or, if they felt they had sufficient information, move forward. The Committee decided to move forward and deemed the two firms responsible and meeting the minimum qualifications. The selection process consisted of two parts, technical and price. Following the technical proposal ranking, the sealed price envelopes were opened and read aloud. Applying the formula for the calculation of the score as provided in the RFP, the Committee determined an overall ranking based on the combined score derived from the technical and price points for each proposer. As a result, the Committee recommended award of the agreement to the highest-ranked responsive, responsible firm, which was Truestar USA.

The overall ranking is reflected below. The OIG has indicated that no official report will be forthcoming regarding its review of the proposers as their review resulted in no significant findings.

PROPOSER	TECHNICAL CRITERIA POINTS	PROPOSED MINIMUM ANNUAL GUARANTEE (MAG)	PROPOSED PERCENTAGE FEE	TOTAL PRICE POINTS	OVERALLSCORE (Technical & Price)
Truestar USA	2989	$9,600,000	65%	3500	1
Safe Wrap of Florida JV, LLC	3299	$9,100,000	52%	3115	2

PROJECT: Luggage Wrapping Services at MIA

PROJECT NO. RFP No. MDAD-05-12

USING AGENCY: Miami-Dade Aviation Department

COMPANY NAME: Truestar USA, a joint venture between Sinapsis Trading USA, LLC and Truestar Group SPA

COMPANY PRINCIPAL(S): Fabio Talin, President & CEO

LOCATION OF COMPANY: MIA Concourse G – Office G3311
Miami, Florida

GENDER/ETHNICITY:	Truestar is a joint venture owned by Sinapsis Trading USA, LLC and Truestar Group SPA
YEARS IN BUSINESS:	Truestar USA as an entity filed with State of Florida on May 30, 2012
CONTRACT MEASURES:	30% Airport Concession Disadvantaged Business Enterprises (ACDBE) goal
CONTRACT MEASURE ACHIEVED AT AWARD:	30%
ACDBE:	Crown Global Services Corp. 25% ($4,000,000 estimate based on historical $16,000,000 gross revenues) Alas International Corp. 5% ($800,000 estimate based on historical $16,000,000 gross revenues)
ADVERTISEMENT DATE:	April 23, 2012
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	No previous agreements with the County. Parent company, Sinapsis Trading USA, LLC has the existing luggage wrapping services concession agreement with MDAD at MIA.
TERM:	Eight (8) years
OPTION(S) TO RENEW:	The term of the Agreement shall be for eight years with one two-year option to extend. The term shall start on the effective date of the Agreement.

Jack Osterholt, Deputy Mayor

Memorandum

MIAMI-DADE COUNTY

Date: March 5, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Supplemental Information Subsequent to Bid Protest Filed by Safe Wrap of Florida, JV, LLC., for Luggage Wrapping Services at Miami International Airport, RFP No. MDAD-05-12

This supplemental information is being provided subsequent to the conclusion of the bid protest filed by Safe Wrap of Florida, JV, LLC., for Luggage Wrapping Services at Miami International Airport, and the decision of the Hearing Examiner (attached) recorded pursuant to Section 2-8.4 of the Code of Miami-Dade County.

Background

Safe Wrap of Florida, JV, LLC., (Safe Wrap), filed a bid protest pursuant to my duly filed recommendation to award an agreement for Luggage Wrapping Services at Miami International Airport to Truestar USA, a Joint Venture between Sinapsis Trading USA, LLC. and Truestar Group SPA (Truestar).

In its protest, Safe Wrap argued that (1) Truestar was not authorized to do business in the State of Florida at proposal submission, that only a fictitious name filing existed; (2) Truestar did not provide a response to the Criminal Record affidavit; (3) Truestar, contrary to the RFP provisions, disclosed its proposed price (Minimum Annual Guarantee and Percentage Fee); (4) Truestar, as the incumbent on the current contract, bid high and then under-delivered; (5) Truestar misrepresented its local preference status under the subject solicitation process; and, (6) Truestar, through various social media outlets, is libeling Safe Wrap.

Upon conclusion of a hearing held on February 11, 2013, before Hearing Examiner David Tobin, in which both Safe Wrap and the County presented evidence and testimony, the Hearing Examiner determined that Safe Wrap's arguments "did not demonstrate that the County's actions were arbitrary, capricious or illegal" and affirmed my original recommendation to award the contract to Truestar USA, a Joint Venture between Sinapsis Trading USA, LLC. and Truestar Group SPA.

Jack Osterholt, Deputy Mayor

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

SAFE WRAP OF FLORIDA JV, LLC,

Petitioner,

v.

MIAMI-DADE COUNTY,

Respondent.

TRUE STAR USA

Intervener.

BID PROTEST

RFP NO.: MDAD-05-12

(LUGGAGE WRAPPING CONTRACT)

RECOMMENDATION OF HEARING EXAMINER

A hearing on this matter was held on February 11, 2013, in Miami, Florida, before the undersigned Hearing Examiner, Judge David L. Tobin, on the Bid Protest filed by SafeWrap of Miami LLC ("SafeWrap"), the exhibits filed by SafeWrap, Miami-Dade County ("the County"), and Intervenor True Star USA ("True Star"), Having heard live testimony and proffers of testimony, as well as legal argumentation, I find that SafeWrap did not demonstrate that the County's actions were arbitrary, capricious, or illegal. Accordingly, I affirm the County's decision to award the Non-Exclusive Contract for Luggage Wrapping Services at Miami International Airport to True Star.

Findings of Fact

1. True Star is a joint venture between Sinapsis Trading U.S.A. LLC ("Sinapsis") and True Star Group S.P.A ("SPA"). Sinapsis is a Florida Corporation authorized to transact business in Florida under both its own name and also under the fictitious name of True Star USA. SPA is an Italian Corporation. Sinapsis is currently providing luggage wrapping services under contract to the County at Miami International Airport.

2. Under the Joint Venture Agreement between Sinapsis and SPA, Sinapsis is responsible for all operations in the United States, and has full control of the Joint Venture; SPA is responsible for funding and general oversight. *See* County Exhibit C, Joint Venture Agreement, at Section 5.01. To the extent that the Joint Venture Agreement as drafted stated, in the last sentence of Section 5.01, that Sinapsis had no control of the Joint Venture, that reference is a scrivener's error, and was intended to read that SPA shall have no control of the Joint Venture. *See* Declaration of Fabio Talin Dated 2-7-13.

3. True Star submitted a proposal in response to Miami Dade County Request For Proposals 05-12, Luggage Wrapping Services at Miami International Airport ("the RFP"). True Star did not disclose whether or not it or its principals had ever been convicted of a felony. However, it did include information from Italy stating that there were no criminal convictions, and the County otherwise searched various publicly available databases to determine whether or not any convictions exist. To date, there is no evidence that either the Joint Venture or any of its principals has ever been convicted of a felony. No proof to the contrary was submitted.

4. True Star also applied for Local Preference under Miami-Dade County Ordinance 2-8.5. The County determined that Local Preference did not apply, and True Star did not receive the benefits of the Local Preference Ordinance in the procurement.

5. The RFP required proposers to submit Net Income Statements. As part of its Net Income Statement, True Star stated that it included, as a "hypothesis", a Minimum Annual Guarantee of $9,600,000 and Sixty Five percent of gross revenues to the County. *See* SafeWrap Exhibit D at 263.

6. The Evaluation Committee determined that SafeWrap was more technically qualified than True Star by a score of 3299 points and True Star U.S.A. 2989. There is no

evidence that any member of the Selection Committee acted in bad faith, or that this ranking is arbitrary or capricious. This ranking is consistent with the 2010 procurement for these same services at Miami International Airport, at which SafeWrap's predecessor Secure Wrap earned 3067 technical points, and Sinapsis 2855 points.

7. True Star's Net Income Statement in the RFP assumes that it will wrap approximately 1.5 million bags in its first full year of operations. It is forecasting aggressive growth at the Airport, but it also suggested that would implement an aggressive plan to recapture bags wrapped by outside vendors. SafeWrap opined that this plan would fail, and that attempts by True Star to raise prices would also fail; however, SafeWrap based these conclusions solely on their opinions.

Conclusions of Law

8. The County's procurement decisions are entitled to substantial deference. *See Miami-Dade County v. Church and Tower, Inc.*, 715 So. 2d 1084, 1089-90 (Fla. 3rd DCA 1998). A bid award may therefore only be overturned if the County's contracting decision is arbitrary and capricious, or is the product of dishonesty, fraud, illegality, oppression, or misconduct. *See Liberty County v. Baxter Asphalt & Concrete, Inc.*, 421 So. 2d 505, 507 (Fla. 1982); *City of Cape Coral v. Water Services of American, Inc.*, 567 So. 2d 510 (Fla. 2nd DCA 1990). A bid award may not be overturned merely because competitors argue that a proposed contract is unwise; "a public body has wide discretion in soliciting and accepting bids for public improvements and its decision, when based on an honest exercise of this discretion, **will not be overturned by a court even if it may appear erroneous or if reasonable persons may disagree.**" *Baxter Asphalt & Concrete, Inc.*, 421 So. 2d 505, 507 (Fla. 1982).

9. As a general rule, the County is bound to conduct a procurement pursuant to the initial terms and requirements of the solicitation. *See Solo Construction v. City of Sweetwater*, 823 So. 2d 798 (Fla. 3rd DCA 2002). But the Supreme Court held that the Government is not required to heedlessly and inflexibly obey these requirements, and that deviations from the express requirements of a solicitation are permissible. *Baxter Asphalt & Concrete, Inc.*, 421 So.2d at 507 (city may properly accept bid which did not include mandatory alternate pricing where bidder gained no economic advantage from omission). There is a "strong public policy against disqualifying the low bidder for technical deficiencies which do not confer an economic advantage on one bidder over another." *Intercontinental Props., Inc. v. State Dep't of Health & Rehabilitative Servs.*, 606 So. 2d 380, 387 (Fla. 3d DCA 1992); *see also Robinson Electric v. Dade County*, 417 So. 2d 1032 (Fla. 3rd DCA 1982) ("we hold that the purpose of competitive bidding is to secure the lowest responsible offer and that the County may waive minor irregularities in effectuating that purpose"). A deviation is material if it "deprives the municipality of its assurances that the contract will be entered into, performed, and guaranteed according to its specified requirements" or "is of such a nature that its waiver would affect competitive bidding by placing a bidder in a position of advantage over other bidders or otherwise altering the common standard of competition" *Robinson Electric*, 417 So.2d at 1034. The RFP itself grants the County the right to waive non-material deviations in a proposal. *See* SafeWrap Exhibit A at 5.2 SafeWrap does not demonstrate that any deviations in the process are material, or that the County's decision is arbitrary or capricious.

10. As to SPA's failure to become authorized to do business in Florida, I find that this deviation is not material, as Sinapsis is fully authorized to do business in Florida under the name True Star USA, and there is no allegation or evidence that this failure impacted the competition

in any way. Florida law in any event does not require all members of a joint venture to be authorized to do business in Florida.

11. As to True Star's disclosure of its MAG, I find that SafeWrap has not shown that this is a material deviation in this instance. Under both Florida law and in County bid protests, a selection process is not per se invalid merely because pricing information is improperly put before a selection committee. *See Gtech v. Dep't of Lottery*, 737 So. 2d 615 (Fla. 1st DCA 1999); *Findings and Recommendations of Hearing Examiner on Bid Protest of RFP No. MDAD-04-11 by International Airport Management, Inc.* dated August 23, 2012; *see also, Hale Bldg. Co., Inc.*, B–210848 (U.S. Comp. Gen 1983) ("In this case, the irregularity was Morris' failure to protect its bid price from being revealed prior to opening. We agree with the agency that this failure is similar to submitting an unsealed bid. Therefore, the error is inconsequential and should be waived unless there is evidence of competitive prejudice to the other bidders."); *Eldorado Transp. Corp. v. Town of Lexington* 1996 WL 1186932 (Mass.Super. 1996) (where proposer submits an original pricing form outside the sealed envelope, but no prejudice occurs, no error occurs.) As it is not a per se disqualifying event, SafeWrap did not demonstrate through facts that this disclosure biased the Selection Committee or otherwise affected the competition.

12. True Star's application for Local Preference, while erroneous, played no role in the award. Its application did not convey any competitive advantage.

13. SafeWrap believes that True Star may have difficulty making money under this contract, that True Star may not be able to honor its percentage payments to the County, and that its high proposed percentage payment shows that True Star is not a responsible proposer. The County agrees that this proposal is aggressive, but argues that True Star has proffered an aggressive plan to recapture bags wrapped outside the airport, that True Star can raise prices if

needed, and that True Star's experience in wrapping bags worldwide and presumably is competent to judge its niche market. I find that these reasons are neither arbitrary nor capricious. And, in any event, it is not my role to determine whether or not it is wise for the County to accept this proposal, or whether or not True Star can survive as a business under these terms. *See Church and Tower, 718 So.2d at 1089.*

14. Lastly, I find SafeWrap's allegations that True Star has made various comments to or through the media and/or a "blogger" wholly irrelevant to this proceeding.

Conclusions of Law

SafeWrap has not met its burden of demonstrating that the County acted arbitrarily, capriciously, fraudulently, or illegally. Moreover, none of the alleged deviation in this process adduced by SafeWrap is material, as SafeWrap does not demonstrate that these deviations impacted the competition in any material way. Accordingly, I affirm the County Mayor's decision to award the Non-Exclusive Contract for Luggage Wrapping Services at Miami International Airport to True Star U.S.A.

Dated this 14th day of February, 2013.

David L. Tobin
Hearing Examiner

7807 SW 88 Terrace
Miami, FL 33156
Ph: 305-274-6403
Fx: 305-274-3161

Copies furnished to:
John K. Shubin, Esq.
David Hazouri, Esq.
David M. Murray, Esq.
Michael Diaz, Jr., Esq.

MEMORANDUM
(Revised)

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

DATE: March 5, 2013

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

SUBJECT: Agenda Item No. 8(A)(7)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

✓ **No committee review**

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

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

Approved_____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(7)
3-5-13

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A LEASE AND CONCESSION AGREEMENT FOR THE LUGGAGE WRAPPING SERVICES AT MIAMI INTERNATIONAL AIRPORT, BETWEEN TRUESTAR USA A JOINT VENTURE BETWEEN SINAPSIS TRADING USA, LLC AND TRUESTAR GROUP SPA AND MIAMI-DADE COUNTY, WITH A MINIMUM ANNUAL GUARANTEE OF $9,600,000 AND FOR A TERM OF EIGHT YEARS, WITH A TWO-YEAR OPTION TO RENEW; AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME, AND TO EXERCISE RENEWAL AND TERMINATION PROVISIONS THEREOF

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 Lease and Concession Agreement for the Luggage Wrapping Services at Miami International Airport Project No. MDAD-05-12, between Truestar USA, a Joint Venture between Sinapsis Trading USA, LLC, and Truestar Group SPA, and Miami-Dade County, with a minimum annual guarantee of $9,600,000, and for a term of eight (8) years with a one (1) two (2) year option to renew, in substantially the form attached hereto and made a part hereof, with Exhibits on file with the Clerk, and authorizes County Mayor or Mayor's designee to execute same and to exercise renewal and termination provisions thereof.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata
Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of March, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

Memorandum

MIAMI-DADE COUNTY

Date: December 3, 2012

To: Pedro J. Betancourt, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

From: The Honorable Carlos A. Gimenez
Mayor

Subject: MDAD RFP for Luggage Wrapping Services at Miami International Airport (MIA)
RFP No. MDAD-05-12

With reference to your report of October 29, 2012 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Implementing Order 3-38, I hereby authorize the Department to forward the Agreement for the above referenced project for execution by the recommended proposer, Truestar USA, (Joint Venture between Sinapsis Trading USA, LLC and Truestar Group SPA) ("Truestar").

The Request for Proposals Section 5 entitled "Evaluation Process", Sub-section 5.7 entitled "Negotiations" states ".....The County may award the Agreement on the basis of initial offers received, without discussion or negotiation. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint." The Committee has determined that negotiations are not necessary. Therefore, the Department is authorized to proceed to obtain execution of the advertised Agreement with Truestar. The Department will transmit with the signed agreement, a cover memorandum to include the below listed information:

1. A general description of the services.
2. The payment to the County.
3. The term of the Agreement
4. A brief description of the selection process.

Attachments

c: Clerk of the Board of County Commissioners

EVALUATION / SELECTION COMMITTEE

Byron Hoffman, MDAD
Lauren Stover, MDAD
Marixa Franco, American Airlines
Henry Perez, Broward County Aviation Department
James Burchett, AvAirPros
Alvin West, Sr., GMCVB
Fernando Mariona, Miami Taca/Lacsa, Airlines

Memorandum

MIAMI-DADE COUNTY

Date: October 29, 2012

To: The Honorable Carlos A. Gimenez
Mayor

From: Pedro J. Betancourt, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

Subject: Evaluation/Selection Committee Report for Request for Proposals for Luggage Wrapping Services at Miami International Airport (MIA) RFP No. MDAD-05-12

As authorized by Implementing Order 3-38 and the County Mayor's memorandum dated June 20, 2012, the designated Evaluation/Selection Committee met and conducted the selection process for the subject project on August 24, 2012 for the prescreening meeting and on October 18, 2012 for oral presentations. This process was conducted in accordance with the procedures specified by the Request for Proposals ("RFP") as described in the attached summary minutes of these meetings.

PRESCREENING MEETING OF AUGUST 24, 2012

As announced in the Metro Calendar, the Evaluation/Selection Committee met on August 24, 2012 at the Miami-Dade Aviation Department, 4200 N.W. 36 Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida and undertook a review of the proposals submitted by the two (2) proposers that responded to the public notice: Safe Wrap of Florida JV, LLC ("Safe Wrap"), and Truestar USA, a Joint Venture between Sinapsis Trading USA, LLC and Truestar Group SPA ("Truestar USA").

The Chairperson conducted a general discussion regarding the two (2) proposers, and the Evaluation/Selection Committee was then reminded of their responsibilities as Committee members pursuant to the County Mayor's appointment memorandum. The Committee's attention was directed to the inventory for each of the two (2) proposals submitted. MDAD Minority Affairs informed the Committee that both proposers had met the thirty percent (30%) Airport Concession Disadvantaged Business Enterprises, (ACDBE) goal. The Committee members were advised that it was their responsibility to determine whether the two (2) proposers were responsible and met the desired minimum qualifications as set forth in the RFP. Mr. Betancourt informed the Committee that they had the option to invite the proposers to oral presentations and, if necessary, request additional information, or if they determined that they had sufficient information, they would have to take a motion on responsibility and minimum qualifications prior to ranking the proposers.

The Committee recommended conducting oral presentations, in order to further assess the qualifications and experience of the two (2) proposers.

PUBLIC HEARING MEETING OF OCTOBER 18, 2012

The Evaluation/Selection Committee ("Committee") was asked to make introductions. The County Attorney's Office ("CAO") advised the Committee that to the extent that they could draw conclusions with regards to the Minimum Annual Guarantee ("MAG") or the percentage fee by referring to the Profit and Loss ("P&L") sections of the technical proposals, that they (Committee) are not to consider those conclusions in making their technical evaluations. The CAO also informed the Committee that the Office of Inspector General ("OIG") had not completed their respective due diligence report on the two (2) proposers and that the OIG's due diligence report will be available within fourteen (14) to twenty-one (21) days. The Chairperson presented the Committee with two (2) options; i) to hear the oral presentations, and reconvene after the OIG has completed its full report; or, ii) to hear the presentations, take respective motions and rank the proposers. The Committee was concerned with reconvening to take the necessary motions and rank the proposers after such a lengthy period. As a result, the Committee decided to move forward and listen to the oral presentations and decide on this matter after concluding the presentations.

The Committee then heard presentations from the two (2) proposers. Upon concluding the oral presentations by the two (2) proposers, the Committee was again presented with the two (2) options. The Committee decided to take the respective motions to determine whether the two (2) proposers were responsible and met the desired minimum qualifications and rank accordingly.

The Committee found the two (2) proposers responsible and having met the desired minimum qualifications as set forth in the RFP and then undertook an evaluation and ranking process based on the technical proposals. The scores were reviewed and verified aloud with each Committee member and the final overall technical scores were also read aloud. Upon concluding the technical proposal ranking, the sealed price envelopes were opened and read aloud. The Chairperson and MDAD staff proceeded to apply the formula for calculation of the price/scores, as defined in the RFP and ranked the firms accordingly, (see Attachment B). The Chairperson and staff then proceeded to determine the overall ranking by adding the technical proposal score and the price proposal score for each proposer (see Attachment A). As a result, the Committee recommended award of the Luggage Wrapping Services Concession Agreement to the highest ranked responsive, responsible proposer, Truestar USA, a Joint Venture between Sinapsis Trading USA, LLC and Truestar Group SPA.

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
3. Attachment A
4. Attachment B

cc: David Murray, CAO
Miguel Southwell, MDAD
Bobbie Jones-Wilfork, MDAD
Marie Clark-Vincent, MDAD
Clerk of the Board of County Commissioners

EVALUATION / SELECTION COMMITTEE
Byron Hoffman, MDAD
Lauren Stover, MDAD
Marixa Franco, American Airlines
Henry Perez, Broward County Aviation Department
James Burchett, AvAirPros
Alvin West, Sr., GMCVB
Fernando Mariona, Miami Taca/Lacsa, Airlines

REQUEST FOR PROPOSALS FOR LUGGAGE WRAPPING SERVICES AT MIAMI INTERNATIONAL AIRPORT RFP NO. MDAD-05-12

SUMMARY MINUTES OF PRESCREENING MEETING

August 24, 2012

An Evaluation/Selection Committee Meeting was held on Friday, August 24, 2012, at 2:00 p.m. at the Miami-Dade Aviation Department, 4200 N.W. 36th Street, Building 5A, 4th Floor Conference Room "F", Miami, Florida, to review the proposals submitted.

EVALUATION/SELECTION COMMITTEE
Pedro J. Betancourt, MDAD (Non-voting Chairperson)
Byron Hoffman, MDAD
Lauren Stover, MDAD
Marixa Franco, American Airlines (Not Present)
Henry Perez, Broward County Aviation Department
James Burchett, AvAirPros
Alvin West, Sr., GMCVB
Fernando Mariona, Miami Taca, Lacsa, Airlines (Not Present)

OTHER ATTENDEES
David Murray, CAO
Milton Collins, MDAD
Sarah Abate, MDAD
Marie Clark-Vincent, MDAD
Shelby Williams, OIG

PRESCREENING MEETING
Mr. Pedro Betancourt opened the public meeting, and noted that the meeting was being videotaped. The Evaluation/Selection Committee (Committee) all present were asked to make introductions. Also, each of the Committee members completed and signed the neutrality form, and no conflicts were noted. The various supporting project documentation and the evaluation process and forms were also discussed at this time.

The Committee reviewed the proposals submitted by the two (2) proposers that responded to the public notice: Safe Wrap of Florida JV, LLC ("Safe Wrap"), and Truestar USA, a Joint Venture between Sinapsis Trading USA, LLC and Truestar Group SPA ("Truestar USA").

The Committee was advised that an Airport Concession Disadvantaged Business Enterprises (ACDBE) thirty percent (30%) goal of gross revenues was established for this project. Mr. Milton Collins, with MDAD Minority Affairs informed the Committee that the two (2) proposers were found by the MDAD Minority Affairs Division to be in compliance with the thirty percent (30%) Airport Concession Disadvantaged Business Enterprises, (ACDBE) goal requirements. Furthermore, the Committee was provided the financial viability review performed by the MDAD Finance Division for the two (2) proposers, and both were found in compliance with the requirements set forth in the RFP.

Ms. Sarah Abate, Commercial Operations, discussed the scope of services with the Committee in order to provide the Committee a clear understanding of MDAD's operational needs.

The Committee was then reminded of their responsibilities as Committee members pursuant to the County Mayor's appointment memorandum. Mr. Betancourt then directed the Committee's attention to the inventory for each of the submitted proposals. The Committee members were advised that it was their responsibility to determine whether the two (2) responding proposers were responsible and met the minimum qualifications as set forth in the RFP. Mr. Betancourt informed the Committee that they had the option to invite the firms to oral presentations and if necessary request additional information, or if they determined that they had sufficient information, they would have to take a motion on responsibility and minimum qualifications prior to ranking the firms.

The Committee recommended to conduct oral presentations, in order to assess the qualifications and experience of the two (2) proposing firms.

The Committee proceeded with the following action:

Moved:	James Burchett
Motion:	The Evaluation/Selection Committee recommends to invite the two (2) proposing firms, Safe Wrap of Florida JV, LLC and Truestar USA to a public hearing.
Seconded:	Byron Hoffman
Action:	Adopted unanimously

Prior to concluding the meeting, all present were informed that the videotape is a public record and available through the Miami-Dade Communications Department. Attendees were instructed that a Cone of Silence remains in effect.

Pedro J. Betancourt, (MDAD Non-voting Chairperson)

PJB/

REQUEST FOR PROPOSALS FOR
LUGGAGE WRAPPING SERVICES AT
MIAMI INTERNATIONAL AIRPORT
RFP NO. MDAD-05-12

SUMMARY MINUTES OF PUBLIC HEARING MEETING

October 18, 2012

An Evaluation/Selection Committee Meeting was held on Thursday, October 18, 2012, at 1:00 p.m.at the Miami-Dade Aviation Department, 4200 N.W. 36th Street, Building 5A, 4th Floor Conference Room "F", Miami, Florida to hear presentations from the two (2) proposers.

EVALUATION/SELECTION COMMITTEE
Pedro J. Betancourt, MDAD (Non-voting Chairperson)
Byron Hoffman, MDAD
Lauren Stover, MDAD
Marixa Franco, American Airlines
Henry Perez, Broward County Aviation Department
James Burchett, AvAirPros
Alvin West, Sr., GMCVB
Fernando Mariona, Miami Taca/Lacsa, Airlines

OTHER ATTENDEES
David Murray, CAO
Milton Collins, MDAD
Sarah Abate, MDAD
Ralph Nelson, OIG

PUBLIC HEARING MEETING
Mr. Pedro Betancourt opened the public hearing, and noted that the meeting was being videotaped. The Evaluation/Selection Committee (Committee) was asked to make introductions. Mr. Betancourt requested executed Neutrality Affidavits from the following two (2) Committee members, Ms. Marixa Franco, and Mr. Fernando Mariona. Mr. David Murray, Assistant County Attorney, then proceeded to advise the Committee that to the extent that they could draw conclusions with regards to the Minimum Annual Guarantee ("MAG") or the percentage fee by referring to the Profit and Loss ("P&L") sections of the technical proposals, that they (Committee) are not to consider those conclusions in making their technical evaluations. Mr. Murray also informed the Committee that the Office of Inspector General (OIG) had not finalized their respective due diligence report on the two (2) firms. The Committee was informed that the OIG's due diligence report will be available within fourteen (14) to twenty-one (21) days. Mr. Betancourt presented the Committee with two (2) options; i) to hear the oral presentations, and reconvene after the OIG has completed its full report; or, ii) to hear the presentations, take respective motions to determine whether the two (2) responding proposers were responsible and met the desired minimum qualifications and rank accordingly. The Committee was concerned with reconvening to take the necessary motions and rank the firms after such a lengthy time. As a result, the Committee decided to move forward and listen to the oral presentations and decide on this matter after concluding the presentations.

The Committee then heard presentations from the submitting firms. Safe Wrap of Florida, JV LLC presented first, followed by Truestar USA a Joint Venture between Sinapsis Trading USA, LLC and Truestar Group SPA ("Truestar USA"). Upon concluding the oral presentations by the two (2) firms, the Committee was again presented with the two options. The Committee decided to take the respective motions and rank accordingly.

The Committee proceeded with the following action:

Moved: Lauren Stover

Motion: The Committee finds Safe Wrap of Florida, JV, LLC to be responsible and to meet the minimum qualifications.

Second: Byron Hoffman

Action: Adopted unanimously

Moved: James Burchett

Motion: The Committee finds Truestar USA to be responsible and to meet the minimum qualifications.

Second: Lauren Stover

Action: Adopted unanimously

The Committee found the two (2) proposers responsible and having met the minimum qualifications as set forth in the RFP and then undertook an evaluation and ranking process based on the technical proposals. The scores were reviewed and verified aloud with each Committee member and the final overall technical scores were also read aloud. Upon concluding the technical proposal ranking, the sealed price envelopes were opened and read aloud. The Chairperson and MDAD staff proceeded to apply the formula for calculation of the price/scores, as defined in the RFP and ranked the firms accordingly, (see Attachment B). The Chairperson and staff then proceeded to determine the overall ranking by adding the technical proposal score and the price proposal score for each proposer (see Attachment A). As a result, the Committee recommended award of the agreement to the highest ranked responsive, responsible firm which was Truestar USA.

The Committee proceeded with the following action:

Moved: James Burchett

Motion: The Committee recommends to the Mayor of Miami-Dade County award of the Luggage Wrapping Services Concession Agreement to Truestar USA.

Second: Lauren Stover

Action: Adopted unanimously

Prior to concluding the meeting, all present were informed that the videotape is a public record and available through the Miami-Dade Communications Department. Attendees were instructed that a Cone of Silence remains in effect.

Pedro J. Betancourt, MDAD (Non-voting Chairperson)

PJB/

ATTACHMENT A

REQUEST FOR PROPOSALS FOR LUGGAGE WRAPPING SERVICES AT MIA

RFP NO. MDAD-05-12

OVERALL RESULTS

October 18, 2012

FIRM	SCORE INDIVIDUAL EVALUATORS 1	2	3	4	5	6	7	(A) TOTAL TECH. POINTS	(B) RANK BASED ON TECHNICAL	(C) PROPOSED MAG	(D) PROPOSED PERCENTAGE FEE	(E) PRICE PROPOSAL SCORE (PPS)	(F) RANK BASED PPS	(G) ADJ. SCORE	OVERALL COMM. ADJ. RANKING
Safe Wrap	485	459	470	487	468	430	500	3299	1	$9,100,000	52%	3115	2	6414	2
Truestar	480	454	470	466	424	395	300	2989	2	$9,600,000	65%	3500	1	6489	1
EVALUATORS															
Pedro J. Betancourt, MDAD (Chairperson) NON-VOTING															
1. Byron Hoffman, MDAD															
2. Lauren Stover, MDAD															
3. James Burchett, MDAD															
4. Henry Perez, MDFR															
5. Marixa Franco, AA															
6. Alvin West Jr, GMVCB															
7. Fernando Mariona, LACSA/TACA															

ATTACHMENT B

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
LUGGAGE WRAPPING SERVICES AT MIA
RFP-MDAD-05-12
October 18, 2012

PRICE PROPOSAL SCORE FORM

(Combined MAG & Percentage Fee)

(SAFE WRAP)	9,100,000 (Proposer Proposed MAG)	÷	9,600,000 (Highest Proposed MAG)	=	.95	x	300 Total Points	x	=	285 MAG Score
(SAFE WRAP)	52% (Proposer Proposed Pct. Fee)	÷	65% (Highest Proposed Pct. Fee)	=	.80	x	200 Total Points	x	=	160 % Fee Score

(SAFE WRAP	285 MAG Score	+	160 % Fee Score	x	7 # Comm. Members	=	3115 **Total Price Proposal Score**

(TRUESTAR)	9,600,000 (Proposer Proposed MAG)	÷	9,600,000 (Highest Proposed MAG)	=	1	x	300 Total Points	x	=	300 MAG Score
(TRUESTAR)	65% (Proposer Proposed Pct. Fee)	÷	65% (Highest Proposed Pct. Fee)	=	1	x	200 Total Points	x	=	200 % Fee Score

(TRUESTAR)	300 MAG Score	+	200 % Fee Score	x	7 # Comm. Members	=	3500 **Total Price Proposal Score**

Minimum MAG $6,000,000
Minimum percentage fee is 40%

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: Pedro J. Betancourt
Contract Officer
MDAD Contracts Administration

DATE: August 23, 2012

FROM: David M. Murray
Assistant County Attorney

SUBJECT: Request for Responsiveness Opinion-
Luggage Wrapping Services at Miami
International Airport;
RFP No. MDAD-05-12

You have asked whether the proposal submitted by True Star USA LLC (True Star) is responsive. Based on my review of the documents submitted, that proposal is responsive.

Appendix M of the RFP states that:

> *"A statement to the Miami-Dade Aviation Department signifying a commitment to strictly comply and operate in accordance with the TSA Guidelines will be required from the Successful Proposer." The RFP does not provide a form for this certification, nor demand that it use specific language.*

Additionally, the RFP states at Section 2.2 that:

> *"Proposers...will be required to return...the Appendix M, Part B Certification of Compliance with TSA Guidelines, along with their Technical Proposal (Part A), in...a second envelope clearly marked "Certification of Compliance with TSA Guidelines."*

True Star did not include an envelope marked Certification of Compliance with TSA Guidelines. However, True Star did, represent that:

> "We have operators training regarding the TSA guidelines; so we are currently in compliance. All the training courses will be adapted and/or modified to receive any changes to the Guidelines coming from the County or TSA. The proposer manages its

> operations at MIA in accordance with published aviation security requirements." *See* True Star Proposal at 220.

Inasmuch as Appendix M of the RFP does not require certification of TSA compliance using specific words or on a specific form, True Star's certification statement, embedded into its proposal, is sufficient, as True Star has indicated an intent to be bound by security requirements and modifications thereto by TSA. Moreover, that it was not submitted in a sealed envelope does not render the proposal non-responsive. *See* Section 5.2 of the RFP.

DMM:ram
Attachments

Memorandum

MIAMI-DADE COUNTY

Date: June 26, 2012

To: Pedro J. Betancourt
MDAD Contracts Administration Division

From: Milton Collins
MDAD-Minority Affairs Division

Subject: Project: Luggage Wrapping Services at Miami
Project No. RFP No. MDAD-05-12
ACDBE Compliance Review

HAND DELIVERED

The Minority Affairs Division has completed its compliance review of the above-referenced project for compliance with the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program as per the requirements of the Code of Federal Regulations (49 CFR Part 23). The contract measure applicable to this project is ACDBE goal of 30.0%.

On June 1, 2012, the Minority Affairs Division received from the MDAD Contracts Administration Division Bid documents for two (2) firms for ACDBE Compliance Review.

1) **Safe Wrap of Florida Joint Venture, LLC**

Safe Wrap of Florida JV, LLC submitted the required: ACDBE Utilization Form, Schedule of Participation (SOP), Joint Venture Agreement and ACDBE Letter of Intent (LOI) committing to utilize Secure Wrap of Miami, Inc., for 51% to provide baggage wrapping services including staffing, general manager, assistant general manager, equipment, maintenance, accounting, payroll, training, inventory, and compliance response.

Table 1

Luggage Wrapping Services at Miami Bidder ACDBE Compliance Review Chart						
Safe Wrap of Florida JV. LLC	**DBE %**	**Certified ***	**Utilization**	**SOP**	**LOI**	**Type**
Secure Wrap of Miami	51.0%	5/3/2012	YES	YES	YES	Joint Venture 51%
Total ACDBE Participation	51.0%	* Source: SBD and Florida UCP data base				

Safe Wrap of Florida JV, LLC has met and exceeded the ACDBE goal of 30.0 (thirty) percent and is in compliance with the ACDBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 23 (Attachment 1).

2) Truestar USA Joint Venture

Truestar USA Joint Venture submitted the required: ACDBE Utilization Form, Schedule of Participation (SOP), draft sub-concession agreement, Letter of Intent (LOI) committing to utilize Crown Global Services Corp for 25.0 (twenty five) percent in subcontract agreement for labor services to recruit, manage machine operators, assist in revenue collection and machine maintenance. Additionally, a sub-contract agreement with Alas International Corp to provide security training, TSA rules training, warehouse packaging and other services.

Table 2

Luggage Wrapping Services at Miami						
Bidder	ACDBE Compliance Review Chart					
Truestar USA, LLC	DBE %	Certified *	Utilization	SOP	LOI	Type
Crown Global Services Corp.	25.0%	5/05/2012	YES	YES	YES	Subcontract
Alas International Corp.	5.0%	5/18/2013	YES	YES	YES	Subcontract
Total ACDBE Participation	30.0%	* Source: SBD and Florida UCP data base				

Truestar USA Joint Venture has met the subcontractor goal of 30 (thirty) percent and is in compliance with the ACDBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 23 (Attachment 2).

If any of the ACDBE firms listed on the Schedule of Participations as ACDBEs are found not to be eligible after award, it must be substituted in accordance with Section IV of the ACDBE Participation Provisions contained in the project Bid documents.

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 contract me at (305) 876-7221 or Abebe Tecle at (305) 876-7386.

Attachments (2)

cc:

- Abebe Tecle
- Project File.

LEASE AND CONCESSION

AGREEMENT

BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

TRUESTAR USA A JOINT VENTURE BETWEEN SINAPSIS TRADING USA, LLC

AND TRUESTAR GROUP SPA

FOR LUGGAGE WRAPPING SERVICES

AT

MIAMI INTERNATIONAL AIRPORT

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DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended.

The terms **"Agreement"** or **"Contract"** shall mean this Lease and Concession Agreement including all exhibits and attachments thereto and a part thereof entered into by the County and the Concessionaire.

The term **"Airport"** or **"MIA"** shall mean Miami International Airport and any facilities controlled by MDAD.

The term **"Airport Concession Disadvantaged Business Enterprises"** or **"ACDBE"** shall have the meaning described in entitled "Airport Concession Disadvantaged Business Enterprises", Article 14 of this Agreement.

The term **"ACDBELO"** shall mean Airport Concession Disadvantaged Business Enterprise Liaison Officer, Associate Aviation Director, Minority Affairs Division, Miami-Dade County Aviation Department.

The term "**Aviation Director"** or **"Director**" shall mean the Director of the Miami-Dade Aviation Department or his or her designee.

The term **"Beneficial Occupancy"** shall mean the date the Location(s) are turned over by the Department to the Concessionaires for business, or when a Permit or Certificate of Occupancy or Temporary Certificate of Occupancy has been issued.

The term **"Board**" shall mean Board of County Commissioners of Miami-Dade County.

The term "**Central Terminal**" shall refer to the area of the Terminal Building and concourses, within the central part of the terminal area, landside or airside, which is known as Concourses E-G.

The term **"Code"** shall mean the Code of Miami-Dade County, Florida.

The term **"Concessionaire"** shall mean the person, firm, or entity that enters into this Lease and Concession Agreement with the County.

The term **"Consumer Price Index"** or **"CPI"** shall mean that index published by the United States Department of Labor, Bureau of Labor Statistics known as the Consumer Price Index for all urban consumers ("CPI-U") in the South Region Average: All items.

The term **"County"** shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida.

The term "**Days**", shall mean calendar days, unless specifically stated as other.

The term **"Date of Execution"** shall mean the day upon which the Agreement is executed by the Mayor of Miami-Dade County or designee, after attestation by the Clerk of the Board.

The term "**Department**" or "**MDAD**" shall mean the Miami-Dade Aviation Department. Wherein in this Solicitation document, rights are reserved to the County, MDAD may exercise such rights. MDAD may only exercise such rights through the specific positions listed in the Solicitation or Contract documents.

The term **"Effective Date"** shall mean ten (10) days after the Date of Execution.

The term **"Enplanement"** shall mean airline passenger(s) who departs MIA from the North Terminal, Central or South Terminal to a destination including International and Domestic travelers.

The term **"Gross Revenues",** as used in this Agreement, shall mean all monies paid or payable to or consideration of determinable value received by the Concessionaire in operation under the Agreement, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash, credit or rebate basis or in consideration of any other thing of value; provided, however, that the term "Gross Revenues" shall not include: (i) any refund given to the customer because of a customer satisfaction issue which must be documented and auditable, or (ii) promotional discount and coupon offers issued to customers as a result of a Departmental approved marketing plan, or (iii) any sums collected for any federal, state, County and municipal taxes imposed by law upon the sale of merchandise or services.

The term **"Location(s), Facilitie(s),** and **Premises"** shall mean the areas which are used by the Concessionaire for actual placement and operation of Luggage Wrapping Machines, as defined in Exhibit A.

The term "**Luggage Wrapping Machines"** or **"Machines"** shall mean the equipment used by the Successful Proposer to perform its services, pursuant to the Scope of Services.

The term "**Minimum Annual Guarantee"** or **"MAG"** shall mean as ascribed in Article 3.01.

The term **"Minimum Monthly Guarantee"** or **"MMG"** shall mean as ascribed in Article 3.01.

The term "**North Terminal**" shall mean the area of the Terminal Building and concourses, within the north part of the terminal area, landside or airside now known as Concourses A-D.

The term **"Proposal"** shall mean a proposer's written response to the Solicitation document.

The term "**Request For Proposals**" or **"RFP"** shall mean this solicitation document and all associated addenda and attachments.

The term **"Scope of Services"** shall mean as reflected in the RFP, Section 1.2, and attached to this Agreement as Exhibit K.

The term "**Small Business"** shall mean a business with annual gross sales of three million dollars or less, regardless of the number of employees, and with its principal place of business in Miami Dade County, Florida. (Ord. No. 79-35 paragraph 2, 6-5-79)

The term "**South Terminal**" shall mean the area of the Terminal Building and concourses, within the south part of the terminal area, landside or airside which is now known as Concourse H, and a new J Concourse and connecting concession and public locations.

The term **"State"** shall mean the State of Florida.

The terms "**Subcontractor/Subconsultant**" shall mean any person, firm, entity or organization, other than the employees of the Concessionaire, who contracts with the Concessionaire to furnish labor, or labor and materials, in connection with the services that will be provided to the County, whether directly or indirectly, on behalf of the Successful Proposer.

The term **"Term"** shall mean as ascribed to in Article 1.01.

The term "**Terminal**" or **"Terminal Building"** shall mean the area of the MIA consisting of the Terminal Buildings and concourses, within the North, Central and South Terminals, landside or airside and connecting concession and public spaces.

The term **"TSA"** shall mean the United States Transportation Security Administration, and any successor agency, office or department thereto.

The term "**Turnover Date**" shall mean the date approved by the Department for the Concessionaire to commence construction of a Location(s).

The terms **"Work", "Services", "Program", "Project"** or **"Engagement"** shall mean all matters and things that will be required by the Concessionaire in accordance with the Scope of Services and the terms and conditions of this Agreement.

FORM OF LEASE AND CONCESSION AGREEMENT FOR NON-EXCLUSIVE LUGGAGE WRAPPING SERVICES AT MIAMI INTERNATIONAL AIRPORT

THIS LEASE AND CONCESSION AGREEMENT is made and entered into as of this _____ day of _____, 2013, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida and Truestar USA ("Concessionaire"), a Joint Venture between Sinapsis Trading USA, LLC and Truestar Group SPA authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the County is the owner of and operates Miami International Airport through the County's Miami-Dade Aviation Department; and

WHEREAS, the Luggage Wrapping Services program will provide the airline passengers and Airport patrons with a high level of service, and project a positive image of the Airport, Department, and the County to visitors, as further described herein; and

WHEREAS, Request for Proposal, RFP No. MDAD-05-12 was issued by the Department and in response to the Request for Proposal, the County received proposals and an award has been made to the Concessionaire,

NOW, THEREFORE, in consideration of the Location(s), Agreements, and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 – TERM, EXTENSION AND LOCATIONS

1.01 TERM: The Department hereby leases to the Concessionaire the Location(s), Exhibit A, commencing upon the Effective Date of this Agreement; and shall expire at 11:59 o'clock P.M. on the eight (8) year unless sooner terminated. In no event shall this Agreement afford Concessionaire or any other party any right to use or occupy the Location(s) (or any part thereof) after the expiration, or termination of this Agreement.

1.02 EXTENSION: At the sole discretion of the Department, the initial eight (8) year Term may be extended for a maximum of one two (2) year Term period, provided the extension is mutually agreed to by the Department and the Concessionaire in writing.

In the event the Department elects to extend the Agreement, the Concessionaire shall be notified, in writing, no less than sixty days (60) calendar days prior to the expiration of the initial term. The Concessionaire may elect not to agree to the extension, and, if so, must notify the Department thirty (30) calendar days after receipt of written notification by the Department to extend the Agreement. In the event the Department does not give such notice, the Agreement shall expire accordingly.

In the event the Concessionaire is in default, pursuant to **Article 12 "Default and Termination by County"** Agreement beyond applicable grace and cure periods, the Department shall not exercise its rights to extend the Agreement.

1.03 LOCATIONS: The Department hereby identifies to the Concessionaire the Locations as depicted in **Exhibit A "Locations"**.

1.04 SUPPORT SPACE: In addition to the Location(s) provided to the Concessionaire in **Sub-Article 1.03 "Locations"**, the Department may make available to the Concessionaire administrative and support space, if available; at the current terminal rates in place, which are subject to change. The Location(s) are depicted in **Exhibit C "Support Space."**

1.05 RELOCATION AND ALTERNATIVE LOCATIONS:
The Department may relocate, change or provide alternate Location(s) by providing to the Concessionaire an administratively revised **Exhibit A**. The Department reserves the right, without limitation, at all times during the Term of this Agreement and any extension thereof, following thirty days advance written notice to the Concessionaire, to require the relocation, or change of Location(s). In the event the Department requires a change of Location(s), the Concessionaire shall return the original Location(s) to its original condition as it was at the Effective Date. If an alternate Location(s) is requested by the Department, the Department will bear the cost of providing electrical outlet power at the alternate Location(s). If an alternate Location(s) is requested by the Concessionaire, the Concessionaire will bear the cost of providing electrical power at the alternate Location(s).

1.06 NONEXCLUSIVITY: This Agreement is nonexclusive in character and in no way prevents the Department from entering into an agreement with any other parties for the sale or offering of competing services, products or items at the Airport during the Term of this Agreement.

1.07 CONDITION OF THE LOCATION(S): CONCESSIONAIRE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE DEPARTMENT IS LEASING ALL LOCATION(S) TO THE CONCESSIONAIRE ON AN "AS IS" BASIS AND THAT THE CONCESSIONAIRE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE DEPARTMENT OR ITS AGENTS, AS TO ANY MATTERS CONCERNING THOSE LOCATION(S) including: (i) the quality, nature, adequacy and physical condition and aspects of the Location(s), including utility systems; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Location(s); (iii) the development potential of the Location(s), the use of the Location(s), and the habitability, merchantability, or fitness, suitability, value or adequacy of the Location(s) for any particular purpose; (iv) the zoning or other legal status of the Location(s) or any other public or private restrictions on use of the Location(s); (v) the compliance of the Location(s) or its operation with any applicable laws, regulations, statutes, ordinances, codes, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vi) the presence of hazardous materials or industrial wastes on, under or about the Location(s); (vii) the quality of any labor and materials used in any improvements on the Location(s); (viii) the condition of title to the Location(s); (ix) the agreements affecting the Location(s); and (x) the Proposal submitted by Concessionaire

to the Department, including any statements relating to the potential profitability of such Proposal.

The Concessionaire represents and warrants that it has made an independent investigation of all aspects of its Proposal contemplated by this Agreement. Except as specifically provided in this Agreement, the Concessionaire has satisfied itself, as to such suitability and other pertinent matters by the Concessionaire's own inquiries and tests into all matters relevant in determining whether to enter into this Agreement. The Concessionaire accepts the Location(s) in their existing condition, and hereby expressly agrees that if any remediation or restoration is required in order to conform to the Location(s) to the requirements of applicable law, the Concessionaire assumes sole responsibility for any such work.

Without limiting the preceding, the Concessionaire is additionally advised the passenger traffic, terminal utilization, and airline Location(s) at Miami International Airport may change over the course of this Agreement. The County shall not be liable for any decrease in profitability or increase in costs to Concessionaire on account of same, nor shall such causes relieve Concessionaire of its obligations under this Agreement.

1.08 CAPITAL IMPROVEMENT PROGRAM: The Capital Improvement Program is currently underway and will involve the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession Location(s), and other improvements that may affect concession operations in the Terminal Building and on the concourses and access at the curbside or on the airfield. The CIP may affect the operation of the Location(s), and **THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM OF THIS AGREEMENT.**

1.09 REQUEST FOR PROPOSAL INCORPORATED: The Concessionaire acknowledges that it has submitted to the County a Proposal, in response to the Request for Proposal, that was the basis for the award of this Agreement and upon which the County relied. IN THE EVENT THERE ARE ANY CONFLICTS BETWEEN THIS LEASE AND CONCESSION AGREEMENT AND THE RFP OR THE PROPOSAL, THE TERMS OF SAID AGREEMENT SHALL GOVERN.

ARTICLE 2 – USE OF LOCATION(S)

2.01 USE OF LOCATION(S): The Location(s) as referenced in **Exhibit A, "Location(s)"** shall be used solely for its assigned and approved purpose unless otherwise modified pursuant to **Sub-Article 2.03 "Concessionaire Services and Sales Rights".** The Concessionaire shall use the Location(s) for the installation, management and operation of Luggage Wrapping Services. The Concessionaire shall not use or permit the use of the Location(s) for any purpose other than as set forth in this Agreement.

Furthermore, the Concessionaire shall provide, install, maintain and operate luggage wrapping machines to re-wrap luggage.

The Concessionaire agrees during the term of this Agreement, at its own costs to maintain, use and operate the Location(s) and all improvements including a clean, sanitary condition and to be in compliance with any and all present and future laws, ordinances and regulations relating to public health, safety or welfare.

2.02 NOT USED

2.03 CONCESSIONAIRE SERVICES AND SALES RIGHTS: The Concessionaire shall not allow any services or the sale of any item or product not specifically approved in this Agreement. Any sales by the Concessionaire of services, products, or items not specifically approved herein, in writing by the Department, shall constitute a violation. In the event of such violation, the Concessionaire shall discontinue the sale or service of the unapproved product immediately, upon written notice from the Department. Failure by Concessionaire to discontinue such sales within 24 hours shall subject the Concessionaire to liquidated damages pursuant to **Sub-Article 3.22 "Liquidated Damages".**

2.04 SCOPE OF SERVICES: The Scope of Services is as reflected in Section 1.2 of the RFP and attached to this Agreement as **Exhibit K.**

2.05 ANNUAL MARKETING PLAN SUBMISSION: The Concessionaire shall prepare a marketing plan. The marketing plan shall be submitted to the Department on or before ninety (90) calendar days prior to the commencement of each lease year, and shall represent the upcoming fiscal year for the Department (October 1 – September 30). The Department shall have forty-five (45) calendar days after receipt of the foregoing plan to approve or disapprove the same in its reasonable discretion. If MDAD disapproves the plan, the Concessionaire shall operate in substantial conformity with all such plans approved by the Department as may be modified from time to time.

The Department reserves the right to request at any time further submission of plans.

2.06 PROHIBITED ACTIVITIES: Without limiting any other provision herein, Concessionaire shall not, without the prior written consent of the Department which may be withheld in its sole and absolute discretion: (a) advertise or hold any distress, fire, or bankruptcy sales, (b) cause or permit anything to be done, in or about the Location(s), or bring or keep anything thereon which might (i) increase in any way the rate of fire insurance on the Terminal Building or any of its contents, (ii) create a nuisance or annoyance or safety hazard, or (iii) obstruct or interfere with the rights of others in the Terminal Building; (c) commit or suffer to be committed any waste upon the Location(s); (d) use, or allow the Location(s) to be used, for any improper or unlawful purpose; (e) do or permit to be done anything in any way tending to injure the reputation of the Department, the County, the Board , or the appearance of the Airport; or (f) construct any improvement on or attach any equipment to the roof of the Airport. Except as required to permit Concessionaire to perform its maintenance and repair obligations under this Agreement, Concessionaire shall not gain access to the roof of the Terminal Building without the consent of the Department, which may be withheld in the Department's sole and absolute discretion.

ARTICLE 3 – RENTALS, PAYMENTS AND REPORTS

3.01 MINIMUM ANNUAL GUARANTEE: As consideration for the privilege to engage in business at MIA, Concessionaire shall pay the Department a Minimum Annual Guarantee of **$9,600,000.00**, inclusive of the Annual Rental of the Location(s) pursuant to **Sub-Article 3.06 "Annual Rental"**.

The Minimum Annual Guarantee "MAG" payment shall commence on Beneficial Occupancy and shall be in U.S. funds, prorated and payable in twelve equal monthly payments "Minimum Monthly Guarantee" "MMG" on or before the first day of each month, in advance, without billing or demand, plus applicable taxes as may be required by law.

After the first year, on the anniversary of the Effective Date, and every year thereafter, during the term of the Agreement including any extensions thereto, the MAG will be adjusted in accordance with **Sub-Article 3.03 "Recalculations of Minimum Annual Guarantee".**

If the Concessionaire's Location(s) are so damaged by an event as defined in **Sub-Article 20.11 "Force Majeure"** to significantly impact the Concessionaire's operations for a period in excess of seventy two (72) hours, the Department shall provide a proportionate abatement of the MAG for that portion of the Location(s) rendered unusable for that period of time that the County is unable to make repairs required by **Sub-Article 6.01 "Department Services".**

3.02 NOT USED

3.03 RECALCULATION OF THE MINIMUM ANNUAL GUARANTEE: The Minimum Annual Guarantee shall be recalculated at the anniversary of the Effective Date and every year thereafter, to reflect the change in the Consumer Price Index ("CPI") for the published, preceding twelve-month period.

3.04 PERCENTAGE FEE TO THE DEPARTMENT: The Concessionaire shall pay the Department the percentage fee of **Sixty-Five Percent (65%)** for luggage wrapping activities gross revenue, or the Minimum Monthly Guarantee; whichever is greater. The monthly percentage fee shall be due on the fifteenth (15th) day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

Monthly Percentage Fee payments to the Department payable on any unreported Gross Revenues, as determined by the annual audit required pursuant to **Sub-Article 3.17 "Annual Audit",** are considered as having been due on the tenth (10th) day of the month during which the unreported Gross Revenues were received or accrued.

3.05 COOPERATION OF PARTIES NO COMPETING CONCESSIONAIRE ACTIVTIES IN OFF AIRPORT PROPERTY LUGGAGE WRAPPING SITES:
(A) Department and Concessionaire acknowledge that the market for luggage wrapping services is nearly exclusively made up of the passengers of commercial aviation providers, and Miami International Airport is the port of debarkation for the vast majority of bags wrapped in Miami-Dade County.

(B) Both the Department and the Concessionaire that the County's primary purpose in allowing this service at Miami-International Airport is to maximize concession revenues at Miami International Airport, and acknowledge the need for both parties to work closely together so as to permit, to the extent reasonably possible and permitted under the Agreement, the maximization of revenues derived by Concessionaire luggage wrapping operations, subject, however, to the limitations set forth herein.

(C) To such end, Concessionaire, agrees that if for the Term and any Extensions to the Agreement, Concessionaire engages in luggage wrapping operations within a 6-mile radius of the Airport property, the "Percentage Fee" shall apply to all such operations and such sales within that radius shall be reported pursuant to **Sub-Article 3.04 "Percentage Fee to the Department".** This provision shall also apply to any corporate parent, joint venture, sister company, subsidiary ("an affiliated company"), or business entity, in which a principal or officer of the Concessionaire is a principal, officer or holds a financial interest. The Concessionaire shall be responsible for collecting any amounts due under this Section from any Affiliated Company, and shall remit such amounts due to the County on a monthly basis, whether or not the Affiliate Company has paid such amounts to Concessionaire.

(D) Concessionaire acknowledges that it has read and understands the above provisions in accordance with **Sub-Article 3.04 "Percentage Fee to the Department".** Failure to comply with these provisions and this Article shall cause this Agreement to be in default as stated in **Sub-Article 12.01 "Events of Default".**

3.06 **ANNUAL RENTAL:** The Concessionaire shall be required to pay the prevailing Class VI Terminal rental rates for the lease of the Location(s), prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month.

The Concessionaire shall be required to pay the prevailing Class VI Terminal rental rates for Support Space which includes administrative and/or storage space. Payments shall commence on the beneficial occupancy date. In the event that the Minimum Annual Guarantee amount is higher than the cumulative rental for the locations, payment of the MAG shall be deemed as inclusive of payment of the rent, and no additional rent shall be required.

The Terminal Class VI rental rate for Location(s) in Exhibit A is $73.68 per square foot based on rates in effect as of October 1, 2011, plus any applicable taxes.

3.07 **NOT USED**

3.08 **ANNUAL RENTAL RATE ADJUSTMENT:** On October 1 of each year of the Agreement, the cost-based rental rates, pursuant to **Article 3.06, "Annual Rental"**, applicable to the Location(s) rented hereunder, shall be subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board, as may be amended from time to time. When such adjusted rental rates are established, this Agreement shall be considered and deemed to have been administratively amended to incorporate such adjusted rental rates, effective as of such October 1 date. Such adjusted rental rates shall be reflected by letter amendment. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten calendar days of same.

3.09 MAG PERFORMANCE BOND: Within thirty (30) Days of the Effective Date of this Agreement, the Concessionaire shall provide the Department a Performance Bond to guarantee payment of the MAG and Annual Rent for the Location(s)(s), and if any, of rental for the lease of support and storage spaces. Concessionaire shall keep such Performance Bond in full force and effect during the Term and any Extension of this Agreement, as applicable, and thereafter until all financial obligations, reports or other requirements of this Agreement are satisfied. The Performance Bond shall be a surety bond. In the alternative, an irrevocable letter of credit, or other form of security acceptable to the Department may be furnished. Any such form of security instrument shall be endorsed as to be readily negotiable by the Department for the payments required hereunder. The Performance Bond or other security instrument shall be effective for the current year of operation with automatic renewal for each of the remaining years under this Agreement, including any extensions naming the County as obligee and issued by a surety company or companies in such form as approved by the County Attorney. The amount of the Performance Bond or other security instrument shall initially be in an amount equal to seventy-five percent (75%) of the MAG amount, which includes the Annual Rent for the Location(s)(s), provided for in **Sub-Article 3.01, Minimum Annual Guarantee"**, which is equal to **$9,600,000.00** Dollars and seventy-five percent (75%) of any annual rental and applicable taxes for the lease of support and storage spaces set forth in **Sub-Article 3.06 "Annual Rental"**, which is equal to **$7,261,670.00**. Thereafter, the amount of the Performance Bond shall be adjusted as necessary to reflect any increases in the MAG and lease of support and storage spaces.

The Department may draw upon such form of security instrument, if the Concessionaire fails to pay any monies or perform any obligations required hereunder following applicable notice and cure periods specified herein. Upon notice of any such draw, Concessionaire shall immediately replace the Performance Bond with a new Performance Bond in the full amount of the Performance Bond required hereunder. A failure to renew the Performance Bond, or increase the amount of the Performance Bond, or other forms of security instrument, if required due to such draw, shall (i) entitle the Department to draw down the full amount of such Performance Bond, and (ii) be a default of this Agreement entitling Department to all available remedies. Provided Concessionaire is not in default and fully complies with all the payment requirements of this Agreement, the payment security instrument will be returned to Concessionaire within one hundred eighty (180) Days after the end of the Term or any Extension of the Term.

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

Bond (Total Contract) Amount	Best's 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. Surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
2) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under ss. 31 U.S.C. 9304-9308.

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

C. For bonds in excess of $500,000 the above provisions will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

D. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

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 of the Florida Statutes.

The Bonds shall be delivered to the Department as indicated above.

In the event the Surety on the Bond given by the Concessionaire becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law the Concessionaire must provide a good and sufficient replacement bond.

Cancellation of any bond or non-payment by the Concessionaire of any premium for any bond required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Department at its sole option may terminate this Contract.

3.10 TAXES: The Concessionaire shall be solely responsible for the payment of all applicable sales, use or other taxes, levied upon the fees and other charges payable by the Concessionaire to the Department hereunder, whether or not the same shall have been billed or collected by the Department, together with any and all interest and damages levied thereon. The Concessionaire hereby agrees to indemnify the Department and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from the Concessionaire and remitted to the taxing authority by the Department, or the amounts, if any, paid directly by the Concessionaire to such taxing authority, were less than the total amount of taxes due, and for any sums including interests and penalties payable by the Department as a result thereof. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

3.11 REPORTS OF GROSS REVENUES: On or before the fifteenth (15th) calendar day following the end of each month throughout Term of this Agreement, or any extension hereof, the Concessionaire shall furnish to the Department, a statement of monthly gross revenues, using **Exhibit I "Monthly Report of Gross Revenues".** The statement shall report each Location(s) under this Agreement, together with any percentage fee due to the Department pursuant to **Sub-Article 3.04 "Percentage Fee to the Department", as well as all sales outside the Airport otherwise covered by Section 3.05, inclusive of sales through affiliated companies.** The Concessionaire shall certify as to the accuracy of such Gross Revenues in such form as shall be prescribed by the Department. The Department may modify from time to time, the form of reporting upon not less than thirty (30) days written notice to the Concessionaire. The statement must be signed by an officer (if the Concessionaire is a corporation), partner (if a partnership), or owner (if a sole proprietorship) of the Concessionaire, and identify all Gross Revenues reported to the Concessionaire during such month. Failure to comply within fifteen (15) calendar days following the due date of the report shall result in a late fee penalty of $50 per day, as provided in **Sub-Article 3.22 "Liquidated Damages".**

3.12 OTHER REPORTS: The Concessionaire shall provide the Department with financial data and operating statistics in a format and frequency specified by the Department, and the Department shall provide no less than thirty (30) days written notice of the format and frequency required for said financial data and operating statistics.

3.13 LATE PAYMENT: In the event the Concessionaire fails to make any payments as required to be paid under the provisions of this Agreement, within ten (10) business days of the due date, delinquency charges established by the Board will be imposed. The delinquency charges per month will at 1½% rate.

3.14 DISHONORED CHECK OR DRAFT: In the event the Concessionaire delivers a dishonored check or draft to the Department in payment of any obligation arising under this Agreement, the Concessionaire shall incur and pay a service fee of TWENTY-FIVE DOLLARS ($25.00), if the face value of the dishonored check or draft is fifty dollars ($50.00) or less, THIRTY DOLLARS ($30.00) if the face value of the dishonored check or draft is more than fifty dollars ($50.00) and less than three hundred dollars ($300.00), and FORTY DOLLARS ($40.00) or five percent (5%), of the face value of such dishonored check or draft, whichever is greater, plus damages imposed by law (Fla. Stat. 832.08 and Fla. Stat. 125.0105) if the face value of the dishonored check is three hundred dollars ($300.00) or more,. Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier's checks or other means acceptable to the Department.

3.15 ADDRESS FOR PAYMENTS: The Concessionaire shall pay all monies payable, as required by this Agreement, to the following:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300

During normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 526624
Miami, Florida 33152-6624

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with wire transfer instructions provided by MDAD's Finance Division, 305-876-7383.

3.16 REVENUE CONTROL PROCEDURES: Notwithstanding anything to the contrary contained herein, the Concessionaire shall comply with such revenue control procedures as may be established from time to time by the Department. The Department shall provide the Concessionaire with at least thirty (30) days prior written notice together with a copy of such revenue control procedures prior to requiring the Concessionaire to implement any such revenue control procedures.

3.17 ANNUAL AUDIT: Within ninety (90) calendar days of each anniversary of the Effective Date of this Agreement and within ninety (90) calendar days following expiration or earlier termination of this Agreement, the Concessionaire shall, at its sole cost and expense, provide to the Department on an annual basis, an audited report of monthly Gross Revenues and percentage fees separately stating its Gross Revenues, containing an opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in **Exhibit G "Independent Auditor's Report",** shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Agreement, prepared in accordance with Generally Accepted Auditing Standards. Any gross revenues produced by the off airport locations must be reported in a separate report and included in the Annual Audit. The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Agreement. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Agreement for the period of examination. Each audit and examination shall cover the period of this Agreement. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audited have been underpaid, the Concessionaire shall submit payment therefore within forty-five (45) days after the completion of the reports to the Department as stated in **Sub-Article 3.15 "Address for Payments"** together with interest on any underpaid percentage fees at the rate set forth in **Sub-Article 3.13 "Late Payment".**

3.18 RIGHT TO AUDIT/INSPECT: The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to enter into any site on or off the Airport, which the Concessionaire may use as administrative, maintenance and operational site, in connection with its operations pursuant to this Agreement, to: (1) verify, check and record data used in connection with operation of this Agreement; (2) inspect, review, verify and check all or any portion(s) of the procedures of the Concessionaire for recording or compiling Gross Revenues information and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements inventory records, and state sales tax returns, and work papers relating to operation of this Agreement, and other pertinent information as may be determined to be needed or desirable by the Department. Prior to entering any Location(s) located on the Airport, the Department shall give reasonable advance notice to the Concessionaire.

The Department shall further have the right, upon reasonable written notice to the Concessionaire at the sole cost of the Department except as specified below, to examine or designate a representative to examine the books and records of the Concessionaire which relate to its operations under this Agreement to determine the correctness of the percentage fees paid by the Concessionaire to the Department for any or all of the Agreement periods immediately preceding such examination. At least ten (10) days prior written notice shall be provided by the Department to the Concessionaire to examine any such books and records which may be located in offices of the Concessionaire, which are not located in the Airport. If, as a result of such examination, it is established that the percentage fees for any period examined have been underpaid to the Department, the Concessionaire shall forthwith, upon written demand from the Department, pay the difference to the Department, together with interest thereon at the rate set forth in **Sub-Article 3.13 "Late Payment"** from the date such amount or amounts should have been paid.

Further, if such examination establishes that Concessionaire has underpaid percentage fees for any period examined by three percent (3%) or more, then the entire expense of such examination shall be borne by Concessionaire.

In the event of any conflict between any provisions of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such principles or standards. In particular, without limitation, the Concessionaire shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such general principals or standards.

3.19 RECORDS AND REPORTS: The Concessionaire shall, at all times during the term hereof and in accordance with applicable law, maintain at the Concessionaire's principal corporate office located in the United States and make available to the Department in Miami-Dade County, Florida, complete and accurate books and records of all receipts and disbursements from its operations under this Agreement, in a form consistent with good accounting practice. The form of all such books of account records and reports shall be subject to the approval of the Department and/or the auditors of the County (including but not limited to one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, or the Audit and Management Services Department of the County) prior to commencement of operations hereunder.

The Concessionaire shall account for all revenues of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the Concessionaire and which supports the amounts reported to the Department in the Concessionaire's monthly schedules. At a minimum, the Concessionaire's accounting for such receipts shall include the following:

1. Concessionaire's bank account statements;
2. A compiled report of transactions by Location(s) showing all Gross Revenues and all exclusions from Gross Revenues by category, including all off airport's locations, which report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Department on the Concessionaire's monthly "Revenue Reports"; and
3. Such other records, if any, which would normally be examined by an independent certified public accountant in performing an examination of the Concessionaire's Gross Revenues in accordance with generally accepted auditing standards and the provisions of this Agreement.

Such records may be in the form of (a) electronic media compatible with the computers available to the Department, or (b) a computer run hard copy. The Department may require other records necessary in its determination to enable the accurate audit of Concessionaire's Gross Revenues hereunder. Upon ten (10) business days written notice from the Department, all such books and records, shall be made available, either at the Location(s), or at the Department's option, at the offices of the Department, for inspection by Department through its duly authorized representatives at any time for up to three (3) years subsequent to final termination of the period to be examined to which such books and records relate (and the Concessionaire shall not be obligated to retain such books and records subsequent to the termination of such three (3) year period); provided, however, that any such inspection on the Location(s) will be conducted during reasonable business hours and in such a manner and at such time as not to interfere unduly with the conduct of the Concessionaire's business.

3.20 ADDITIONAL FEES DUE: If the Department has paid any sum or has incurred any obligation or expense for which the Concessionaire agreed to pay or reimburse the Department, or if the Department is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional fees due and subject to an administrative fee of twenty-five percent (25%) of such payment, obligation, or expense.

3.21 UTILITIES: The cost of all utilities used or consumed on the Location(s) shall be borne by the Concessionaire; except with respect to the Concessionaire's Support Space as per **Sub-Article 1.04, "Support Space"**. Unless the Location(s) are provided with separate electric, gas, and/or water meters, the Concessionaire agrees to pay for such utilities in the Location(s) as a monthly charge, plus any applicable taxes, upon billing by the Department, or utility companies. The Department encourages the Concessionaire to provide and install meters for utilities used at the Concessionaire's expense. If billed by the Department, the Department at its sole discretion, will base this monthly charge on (i) a

survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal Building or (ii) at the option and expense of the Concessionaire on actual usage measured by temporary meters, arranged and paid for by the Concessionaire. This monthly charge may also be adjusted on a non-discriminatory basis and billed retroactively from time to time based on changes in consumption and rates. Concessionaire hereby agrees to pay the same within thirty (30) calendar days after it has received Department's invoice thereof. The Concessionaire shall pay for all other utilities used by it including telephones and telephone service hook-up, data lines and additional electrical and communications services required.

The Department shall have no obligation to provide additional utilities to the Location(s) listed in **Sub-Article 1.03 "Location(s)"** and **Sub-Article 1.04 "Support Space".**

3.22 LIQUIDATED DAMAGES: The County and Concessionaire agree that the foregoing listed violations of this agreement can damage the business reputation and customer goodwill of Miami International Airport, or will otherwise cause the County to inefficiently use staff, manpower, and equipment; the Concessionaire further agrees that these damages are difficult to quantify with certainty, and thus the County and the Concessionaire have agreed to liquidate these damages. Thus, if Concessionaire is at fault under any of the covenants or terms and conditions of this Agreement specified below, the Department shall impose the financial liquidated damages described below, as a result of the violation(s), on a daily basis, in addition to any other liquidated damages permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Violation	Fee
Violation of Permitted Use of a Location(s)	$100 per day/per Location
Failure to Maintain Required Hours of Operation	$50 per day/per Location
Failure to Submit Required Documents and Reports	$50 per day/per report
Unauthorized Advertising	$50 per day/per Location
Failure to maintain Location(s) clean	$50 per day/per Location
Failure to maintain Competitive Pricing, or to conduct the surveys as required	$50 per day/per Location
Installation of Unapproved Items in Location(s)	$50 per day/per Location

The foregoing is due and payable from the Concessionaire.

Nothing contained herein shall require the County to sanction or permit any continuing violation of this agreement following payment of any liquidated damage. Nothing contained in this Section shall otherwise serve to limit the ability of the County to terminate this contract in accordance with its terms, or to otherwise seek any and all remedies for any default including defaults listed above—as may be permissible at law or equity. All remedies or damages provided in this Section shall be supplemental to any other remedy provided at law or equity, and this Section shall not be construed as the exclusive remedy for any default.

3.23 PAYMENT SECURITY: Within thirty (30) Days of the Effective Date of this Agreement, the Concessionaire shall provide the Department with an irrevocable standby letter of credit in the format approved by the Department or cash for the payments required by this Sub-Article in an initial amount equal to twenty-five percent (25%) of the MAG amount which includes Annual Rent for the Locations, provided for in **Sub-Article 3.01 "Minimum Annual Guarantee"**, which is equal to **$9,600,000.00 Dollars** and twenty-five percent (25%) of any annual rental and any applicable taxes for the lease of support and storage spaces as set forth in **Sub-Article 3.06 "Annual Rent"** which is equal to **$2,420,557.00 Dollars**. Thereafter the amount of the payment security shall be adjusted as necessary to reflect any increases in the MAG and lease of support and storage spaces. The payment security shall be kept in full force throughout the Termand any Extension(s) of this Agreement thereof. The Department may draw upon such payment security instrument if the Concessionaire fails to make the payments secured by this Sub-Article. Upon notice of any such draw, Concessionaire shall immediately replace the payment security with a new payment security in the full amount of the payment security required hereunder. A failure to renew the payment security, or increase the amount of the payment security, if required pursuant hereto, shall (i) entitle the Department to draw down the full amount of such payment security, and (ii) shall constitute a default of this Agreement as set forth in **Sub-Article 12.02 "Payment Default"**, entitling Department to all available remedies.

ARTICLE 4 – IMPROVEMENTS TO THE LOCATION(S)

4.01 IMPROVEMENTS TO LOCATION(S): Any and all improvements to Location(s) will be performed in accordance with the Exhibit F, **"Tenant Airport Construction – Non Reimbursable Procedures TAC-N".**

4.02 DESIGN OF IMPROVEMENTS: Any design and construction specifications and documents must be reviewed and approved in writing by the Department.

Furthermore, planning and design must be in accordance with **Exhibit E, "Retail Concessions Design Guidelines", Exhibit F, "Tenant Airport Construction Non-Reimbursable Projects (TAC-N) Design and Construction Procedures"** or **"Tenant Airport Construction Reimbursable Projects (TAC-R) Design and Construction Procedures"**, as applicable, the "MDAD Life Safety Master Plan" and the "MDAD Design Guidelines Manual", as may be established for the Terminal Retail Program.

Refurbishment of Equipment: The Concessionaire will be required to refurbish the Machines to begin no earlier than the fifth (5th) Term year of the Agreement and be completed no later than the last day of the fifth (5th) Term year of this Agreement.

Refurbishment plan must be submitted and approved by the Department. The refurbishment, at a minimum, shall result to an opening-date-fresh appearance. There will be no reimbursement or amortization of these costs for refurbishment.

4.03 CERTAIN CONSTRUCTION CONTRACT TERMS: All contracts entered into by the Concessionaire for the construction of the improvements shall require completion of the improvements within the schedules submitted pursuant to **Sub-Article 4.02 "Design of Improvements"** and shall contain reasonable and lawful provisions for the payment of

actual or damages to the Department in the event the contractor fails to complete the construction on time. The Concessionaire 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.

Prior to the commencement of any installation work by the Concessionaire, the Concessionaire shall provide or cause to be provided to the Department copies of a fixed price contract or contracts for all work to be performed at the Location(s). The work to be performed under such contract(s) shall be insured by a, surety performance and payment bond provided by Concessionaire to the Department in the form contained in **Exhibit B "Surety Performance and Payment Bond"** of the Agreement. The Surety Performance and Payment Bond shall be in full force throughout the term of the contract for the construction of the improvements.

4.04 IMPROVEMENTS FREE AND CLEAR: The improvements, upon completion, shall immediately become the property of the Department, free and clear of any liens or encumbrances whatsoever.. The Concessionaire agrees that any contract for construction, alteration or repairing of the improvements or Location(s) or for the purchase of material to be used, or for work and labor to be performed shall be in writing and shall contain provisions to protect the Department from the claims of any laborers, subcontractors or material men against the Location(s) or improvements.

4.05 OTHER REQUIREMENTS: The Concessionaire shall apply for and obtain a building permit from the Department for all appropriate inspections and a Certificate of Occupancy upon completion. Within **sixty (60) Days** following the completion of construction of the improvements, the Concessionaire shall furnish the Department one complete set each of legible prints (black line) of construction drawings, one copy of construction drawings and construction project drawings in electronic file format and in full compliance with Autodesk's DWG file format and standard revised to "as built". Based upon submission date, the AutoCad.dwg must be in the latest version,, MDAD will not accept the submission of any AutoCAD drawing deliverable which contains references to external source drawing files. Copies of all releases of all claims and a copy of the Certificate of Occupancy provided the Concessionaire does not disseminate such information refer to Transportation Security Regulations (TSR), 49 C.F.R. 1520, et al., Protection of Sensitive Security.

4.06 REVIEW OF CONSTRUCTION: The Department shall have the right, but not obligation, to periodically observe the construction to ensure conformity with the final plans and any changes thereof requested by the Concessionaire and approved by the Department.

4.07 CONSTRUCTION PERMIT FEE: The Concessionaire shall pay a permit fee to the Department for improvements which would customarily be paid to the County's Building Department as a condition to issuance of a permit. The permit fee payable by the Concessionaire to the Department is an amount equal to one per cent (1%) of the construction cost of the improvements. Such fee shall be used to reimburse the Department its costs of maintaining on-site Building Department staff to review Concessionaire's plans/specifications. Such fee shall be non-refundable.

4.08 CONSTRUCTION SERVICES: The Concessionaire shall provide at a minimum, but not limited to, the following design and construction services:

1) Concessionaire improvements

The Department shall provide the Concessionaire with the scope of such improvements and within a reasonable time period to be mutually agreed to by the Concessionaire and the Department, the Concessionaire shall provide the Department with a preliminary estimate of hard and soft costs for such improvements. Once the Department and the Concessionaire have mutually agreed on the scope of the improvements and the preliminary estimates, the Concessionaire shall proceed to design and construct the improvements in accordance with the provisions of this Agreement.

2) Design and Construction Coordination

a. Concessionaire shall:

1. Be responsible for construction management and coordination of all improvements to the Location(s) and administrative support space.
2. Coordinate the processing and review of improvement submittals. Design and construction shall be in accordance with the MDAD Design Guidelines Manual, Life Safety Master Plan, MDAD Retail Concessions Design Guidelines, Florida Building Code and the TAC-N Procedures, as well as all other applicable codes and regulations.
3. Provide and coordinate access to Location(s) as necessary.

3) Construction

Concessionaire shall:

1. Attend pre-construction meetings, construction meetings, coordinate construction, and monitor schedule with the Department as required, pursuant to the TAC-N procedures.
2. Adhere to MDAD's TAC-N Design and Construction procedures and requirements.
3. Ascertain that MDAD's TAC-N or TAC-R Design and Construction procedures and requirements, as applicable, are adhered to by all.
4. Monitor and coordinate the construction start, project timetable schedule and completion date for all Location(s).
5. Monitor and report to the Department on on-site activities and progress for improvement work. The Architect/Engineer of record is responsible for day-to-day field observation of all shell and core Location(s) including, but not limited to, inspections, delivery, coordination and reporting.
6. Monitor construction progress with regard to the schedule and procedures established and make recommendations to the Department for maintaining and improving construction progress as necessary.
7. Establish a uniform system for the timely processing and control of drawings.
8. Review status of drawings with contractor(s) and architect(s) at progress meetings.

9. Review and advise the Department on all changes to the work with regard to cost and impact on the project pro-forma and construction schedule.
10. Monitor punch list completion and review testing and inspection reports for all Location(s).
11. Organize and have available upon request completed project files.
12. Coordinate access to the Location(s) to allow staff training and equipment testing.
13. Obtain Certificate of Occupancy for each Location(s).
14. Submit Record Drawings (As-Built drawings) as per the TAC-N or TAC-R requirements within sixty (60) days from the issuance date of the Certificate of Occupancy, and deliver them to the Department pursuant to the TAC-N or TAC-R procedures.

ARTICLE 5 – STANDARDS OF OPERATION

5.01 STANDARDS OF OPERATION: The Concessionaire shall comply with the Department's **Exhibit J "Tenant Handbook", Exhibit L "Standards of Operations"**; "MIA Terminal Standards", and all revisions to same promulgated from time to time by the Department.

The Department shall have the right to adopt and enforce reasonable and non-discriminatory rules and regulations and operating performance standards with respect to the use of Location(s), which the Concessionaire agrees to observe and obey. The Department may amend such rules or regulations and operating performance standards from time to time and shall provide copies thereof to the Concessionaire. The Department shall provide the Concessionaire with reasonable prior written notice when possible, prior to the implementation of any such amendment to the rules or regulations and operating performance standards. Those rules include, but are not limited to, any rules and regulations imposed upon the Department by any governmental agency.

The Concessionaire shall implement and comply with all amended requirements, within fifteen (15) days of receipt of an amendment to **Exhibit L "Standards of Operation".** The Concessionaire shall immediately implement and comply with any rules and regulations promulgated for safety or security reasons.

The Concessionaire acknowledges the desire of the Department, as part of its obligation to ensure the highest level of public service, to provide the public and air traveler an adequate range and quality of service. The Department may monitor, test or inspect the Location(s) at any time through the use of its own personnel, and/or the use of a shopping service, and/or by any other reasonable means that do not unduly interfere with the operation of the business. The results of such service audits may be employed by the Department to enforce the obligations in this Agreement.

The Department shall retain the right, in accordance with the provisions of this Agreement, to make reasonable objections to the quality of articles sold, the character of the service rendered to the public, the prices charged, and the appearance and condition of the Location(s), pursuant to **Exhibit L "Standards of Operation",** as may be amended from time to time. Failure to perform any of the services under this Agreement may result in damages being imposed pursuant to **Sub-Article 3.22 "Liquidated Damages".**

5.02 COMPETITIVE PRICING POLICY: A price sheet detailing proposed prices for all services must be submitted annually or whenever the Concessionaire would like to modify them. All prices and subsequent changes must be approved by the Department prior to implementation. Prices for the first year of operation (the base prices), must have been submitted for approval prior to contract execution. After the first year, the Concessionaire may request adjustments to prices, which adjustments shall not exceed an average annual increase of three percent (3%) over the base prices. For example, if one of the base prices is $10 and the proposer retains that same base price through the end of the first two years of operation, at the beginning of the third year, the Concessionaire may increase that base price up to $10.61 at that point; $10.00 * 1.03 = $10.30 for year one, and $10.30 * 1.03 = $10.61 for year two - even though there was no increase at the end of the first year.

Prices must be visible on the machines. A sample of the sign and sign holder needs to be submitted to the Department for approval prior to implementation.

If the Concessionaire fails to comply with the provisions of this Sub-article, the Concessionaire shall be given seven (7) days to bring all charges or pricing into compliance. Failure to do so shall subject the Concessionaire to liquidated damages pursuant to **Sub-Article 3.22 "Liquidated Damages".**

5.03 OPERATIONAL COMPLIANCE WITH BAGGAGE HANDLING AND SCREENIG SYSTEMS: The Concessionaire must ensure that wrapping material utilized in its operation is resilient; however, its use cannot impede or interfere with any part of the Airport's in-line checked baggage system or TSA's stand alone checked baggage screening system. Wrapping material and procedures shall ensure that wrapped bags will remain stationary on baggage handling systems operating at speeds of three hundred twenty feet (320') per minute and at slopes of twelve degrees (12°). Luggage must not be compressed in a way to cause the luggage to deform and impede an easy handling of the same by the Airlines.

ARTICLE 6 – OBLIGATIONS OF THE DEPARTMENT

6.01 DEPARTMENT SERVICES:

A. Department's Maintenance Obligation: The Department shall clean, maintain and operate in good condition the Terminal Building, excluding the Location(s). This obligation includes, but is not limited to, all structural (including, but not limited to, the roof and base floor of the Terminal Building) and all base building work, maintenance of main electrical and mechanical systems, maintenance of walls and ceilings, and repair/maintenance of the roof. The Department shall maintain the public areas in the Terminal Building furnished and will provide adequate light, cold water and conditioned air. The Department agrees to make all necessary structural repairs to the Location(s) at its own expense; provided, however, that for purposes of this Agreement such structural repairs shall not include any repairs to any equipment installed by the Concessionaire, and further provided that the Concessionaire shall reimburse the Department, within ten (10) calendar days of receipt of written demand for such reimbursement, for the cost and expense of all structural repairs required as a result of the negligent or intentional acts of the Concessionaire, its officers, partners, employees, agents, contractors, subcontractors, licensees, or invitees. The Concessionaire shall give the Department written notice (or verbal notice in the event of any emergency conditions which may result in harm to the patrons of the Airport, which verbal notice shall be followed by written notice within twenty-four (24) hours) describing any repair, which is the responsibility of the Department. The Department shall commence the repair process promptly after its receipt of such written notice if the Department agrees that such repair is required and is the Department's responsibility hereunder.

B. The Department will provide air conditioning and electrical service as presently existing for the Location(s), such electrical services shall be billed to the Concession. All new services, extensions, and/or relocation of existing utilities in order to properly meet the Concessionaire's operational needs shall meet all code requirements and such services, extensions and/or relocations shall be provided at no expense to the Department.

The Department encourages the Concessionaire to provide and install meters for utilities used at the Concessionaire's expense.

The Concessionaire must ascertain the extent of the existing utility capacities, before designing any new loads to be connected to existing systems and piping. The Department agrees to cooperate in providing access to the Location(s).

All maintenance by the Department may be subject to interruption caused by repair, strikes, lockouts, labour related controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, and other conditions beyond the control of the Department as set forth in **Sub-Article 20.11 "Force Majeure".** If the Concessionaire's Location(s) are of such a condition as to significantly impact the Concessionaire's operations for a period in excess of seventy two (72) hours and such damage is not insurable under an insurance policy of the type required to be maintained by the Concessionaire pursuant to this Agreement, the

Department shall provide a rent abatement for that portion of the Location(s) rendered unusable for that period of time that the Department is unable to make repairs required by **Sub-Article 6.01 "Department Services".**

C. No Other Obligation of Department: The Concessionaire acknowledges that the Department has made no representations or warranties concerning the suitability of the Location(s) for the Concessionaire's use or for any other use, and that except as expressly provided in this Agreement, the Department shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Location(s) or any improvements, furnishings, fixtures, trade fixtures, signage or equipment constructed or used on or in the Location(s) by the Concessionaire.

1. The Concessionaire hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, and that it has done its own projections of the volume of business expected to be generated, that it is relying on its own business judgment concerning its prospects for providing the services required under this Agreement on a profitable basis, and that the Department has not made any representations or warranties with respect to any such matters.

2. The Department does not warrant the accuracy of any statistics or projections relating to the Airport and its operations, which have been provided to the Concessionaire by the Department or anyone on its behalf and the Department shall not be responsible for any inaccuracies in such statistics or their interpretation.

3. All statements contained in this Agreement or otherwise made by the Department or anyone on its behalf concerning any measurement relating to the Location(s) or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by the Concessionaire under or in connection with this Agreement.

4. The Department shall not be liable to the Concessionaire for any loss of business or damages sustained by the Concessionaire as a result of any change in the operation or configuration of, or any change in any procedure governing the use of Location(s).

ARTICLE 7–FURNITURE, FIXTURES AND EQUIPMENT

7.01 FURNITURE, FIXTURES, AND EQUIPMENT: Any equipment, furnishings, fixtures and signs installed in the Location(s) by the Concessionaire, shall be in keeping with the decor of the Terminal Building and must be approved in advance by the Department. Any such equipment, furnishings, fixtures and signs so installed by the Concessionaire, as provided in **Sub-Article 4.01 "Improvements to Location(s)"**, shall, except as provided in **Sub-Article 7.03(B) "Disposal of Furniture, Fixtures, and Equipment"**, be removed from the Location(s) within five (5) days following the expiration or earlier termination of this Agreement.

7.02 AMERICANS WITH DISABILITIES ACT REQUIREMENTS: The Concessionaire will be responsible, at its cost, for ensuring that the Location(s) and all equipment therein, and all functions it performs therein as part of the concession, conform in all respects to the requirements of the Americans with Disabilities Act (the "ADA"), including without limitation, the accessibility guidelines promulgated pursuant thereto. The ADA imposes obligation on both public entities, like the Department and those private entities that offer services for the convenience of users of the public entities' Location(s). In some circumstances, the public entity must ensure that the operations of the private entity comply with the public entity's ADA obligations. In most cases the ADA obligations of the Department and the Concessionaire will be the same. However, the Department reserves the right to require the Concessionaire to modify its operations or its physical Location(s) to comply with the Department's ADA obligations with respect to the Location(s), as the Department in its sole discretion deems reasonably necessary.

7.03 DISPOSAL OF FURNITURE, FIXTURES, AND EQUIPMENT: At least thirty (30) calendar days prior to the expiration of this Agreement, or upon termination pursuant to **Article 12 "Default and Termination by County"** or **Article 13 "Claims and Termination by Concessionaire"** hereof, the Department shall exercise, at its sole discretion, one (1) of the following options as to any equipment, furnishings, fixtures, signs, or carts installed in the Location(s) by the Concessionaire:

(A) Require the Concessionaire to remove such equipment, furnishings, fixtures, signs, or carts from the Location(s) within five (5) days following the expiration or earlier termination of this Agreement, subject to the provisions of **Sub-Article 4.01 "Improvements to Location(s)"**; or

(B) Retain any portion of the equipment, furnishings, fixtures, signs, or carts of the Concessionaire (personal property as referred to in **Sub-Article 4.01 "Improvements to Location(s)")** in accordance with the provisions of this Agreement; provided however, the Department shall have no right to use or display any proprietary signs or logos (e.g., brand names owned by, or licensed or franchised to Concessionaire).

ARTICLE 8 – MAINTENANCE

8.01 CLEANING: The Concessionaire shall, at its cost and expense, keep the Location(s) clean, neat, orderly, sanitary and presentable at all times. If the Location(s) are not kept clean in the as provided in the **Standards of Operation, Exhibit L** the Concessionaire will be so advised and shall take immediate corrective action. Failure to take immediate corrective action shall result in damages being assessed pursuant to **Sub-Article 3.22 "Liquidated Damages".**

8.02 REMOVAL OF TRASH: The Concessionaire shall, at its cost and expense, remove or cause to be removed from the Location(s) and properly disposed of in Department provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If the Concessionaire enters into agreements for the janitorial and trash removal or service within the Location(s), such service providers must have permits issued by the Department to do business at the Airport. Trash shall not

be stored in any area visible to the public nor cause a private or public hazard through its means of storage. All edible items must be contained so as to minimize exposure to pests. Any trash left or stored in any area visible to the public or edible items not properly contained shall result in damages being assessed pursuant to **Sub-Article 3.22 "Liquidated Damages".**

The Department reserves the right to back charge the Concessionaire for waste disposal at a proportionate share in a non-discriminatory manner either indirectly through rental rates or directly by a Department generated bill for actual usage. Such charges shall not exceed the Department's actual costs.

8.03 MAINTENANCE AND REPAIR: Except with respect to the Department's maintenance and repair obligations as set forth in **Sub-Article 6.01 "Department Services",** the Concessionaire shall maintain and repair or cause to be maintained and repaired the interiors and exterior storefronts of the Location(s). Such maintenance and repairs shall include, but not be limited to, painting, ceiling, walls, floors, laminating doors, windows, equipment, furnishings, fixtures, appurtenances, replacement of ceiling light bulbs, ballast 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. Maintenance for all equipment furnished by the Concessionaire specifically as a result of their operation shall remain with the Concessionaire. The Concessionaire shall repair or cause to be repaired, at or before the end of the Term of this Agreement, all injury done by the installation or removal of furniture and personal property so as to restore the Location(s) to their original state they were at the commencement of this Agreement, reasonable wear and tear excluded. The Department may, at any time during normal business hours, enter upon the public areas of the Location(s), or with appropriate notice, enter upon the non-public areas of the Location(s), to determine if maintenance is being performed satisfactorily. The Department may enter upon any Location(s) when a Location(s) is not open for business if the Department provides the Concessionaire notice no less than two (2) hours in advance so that a representative of the Concessionaire shall be required to be present, except in the case of real or perceived emergencies. If it is determined that said maintenance is not satisfactory, the Department shall so notify Concessionaire in writing. If said maintenance is not performed by Concessionaire to the satisfaction of the Department within seven (7) calendar days after receipt of such written notice, Department shall have the right to enter upon the Location(s) and perform such maintenance and charge Concessionaire for such services.

8.04 FAILURE TO MAINTAIN: Upon failure of the Concessionaire to maintain the Location(s) as provided in this **Article 8 "Maintenance",** the Department may enter upon the Location(s) and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof plus twenty-five percent (25%) for administrative costs. It shall be billed to and paid by the Concessionaire, in addition to any damages imposed by the Department pursuant to **Sub-Article 3.22 "Liquidated Damages".**

Failure to pay said costs upon billing by the Department will cause this Agreement to be in default as stated in **Sub-Article 12.02 "Payment Default".**

8.05 ENVIRONMENTAL RECYCLING: The Department is actively engaging in the development of environmental programs. A recycling program is planned at the Airport to include the participation of all Airport Concessionaires. Participation in this program, once established, will be mandatory. The Concessionaire shall agree to bear any reasonable and actual costs associated with the implementation and continued operation of this recycling program, or propose for approval by the Department an alternative environmental recycling plan which such approval shall not be unreasonably withheld.

Proper disposal of contaminated and/or regulated materials generated by the Concessionaire is the sole responsibility of the Concessionaire. Disposal must be through the use of a licensed vendor regulated by the State of Florida and/or any other federal or local regulatory agency.

8.06 FIRE PROTECTION AND SAFETY EQUIPMENT: The Concessionaire must provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any applicable law, rule, ordinance, resolution or regulation, for the Term of this Agreement, and extensions, if any.

ARTICLE 9 – ASSIGNMENT AND OWNERSHIP

9.01 NO ASSIGNMENT: The Concessionaire shall not assign, transfer, pledge or otherwise encumber this Agreement nor shall the Concessionaire allow others to use the Location(s), without the prior written consent of the Department.

9.02 OWNERSHIP OF THE CONCESSIONAIRE: Since the ownership, control, and experience of the Concessionaire were material considerations to the County in the award of this concession and the entering into of this Agreement, the Concessionaire shall take no actions which shall serve to transfer or, sell majority ownership or control of the Concessionaire without the prior written consent of the Department.

9.03 CHANGE OF CONTROL: If Concessionaire is a corporation, the issuance or sale, transfer or other disposition of a sufficient number of shares of stock (deemed to mean more than fifty-percent (50%) of the stock) in the Concessionaire to result in a change of control of Concessionaire shall be deemed an assignment of this Agreement for purposes of this Article 9 "Assignment and Ownership". If the Concessionaire is a partnership, transfer of any interest in the partnership, which results in a change in control of such Concessionaire, shall be deemed an assignment of this Agreement for purposes of this **Article 9 "Assignment and Ownership".**

9.04 HOLDOVER:

A. With the Department's Permission:
If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of the Location(s) or no less than seventy percent (70%) of the square footage of the Location(s) thereof after the termination of this Agreement, by written agreement executed by the Department the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement. The Concessionaire shall thereafter continue to pay the Minimum Monthly Guarantee; as such Minimum Monthly Guarantee is subject to an annual Consumer Price Index adjustment. Such adjustment will be calculated by dividing

the most recent Consumer Price Index published immediately prior to the expiration of the Agreement and the most recent Consumer Price Index published one year immediately prior to the termination date and multiplying such amount by the Minimum Annual Guarantee. The recalculated Minimum Annual Guarantee will be used as the basis for calculating the Minimum Monthly Guarantee. Notwithstanding the adjustment, in no event will any adjustment by the Consumer Price Index cause the Minimum Annual Guarantee for any year to be lower than the amount of such Minimum Annual Guarantee for the Term. If the Consumer Price Index is discontinued or revised during the Term, any such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

In addition, the Concessionaire shall pay Monthly Percentage Fee, and monthly installment or rent for the Concessionaire's Office pursuant to **Sub-Article 3.06, "Annual Rental"** (if Concessionaire remains in such Space), on account of the holdover use and occupancy of the Location(s). This provision shall survive the expiration or the termination of this Agreement.

B. Without Department Permission:

If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of the Location(s) or any part thereof after the termination of this Agreement, without a written agreement executed by the Department, then without limiting the Department'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. The Concessionaire shall thereafter pay on account of its holdover use and occupancy of the Location(s) a sum, at a rate equal to two times (2x) the amount payable monthly as MMG PLUS Monthly Percentage Fee PLUS monthly installment of the administrative support space annual lease rental pursuant to **Sub-Article 3.06 "Annual Rental",** and with all additional rent also payable as provided in this Agreement (the "Holdover Charges"). The Holdover Charges shall be payable weekly in advance. Notwithstanding the above, the Concessionaire shall remain liable to the Department for all damages resulting from such breach, with the amount of any Holdover Charges accepted by the Department on account of the holdover considered as mitigation of such damages. The covenant in this Sub-Article shall survive the expiration or the termination of this Agreement.

ARTICLE 10 – INDEMNIFICATION

10.01 INDEMNIFICATION REQUIRED OF CONCESSIONAIRE: The Concessionaire shall indemnify, defend, and hold harmless the Department and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the Department or its officers, employees, agents or instrumentalities may incur 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 Concessionaire or its employees, agents, servants, partners, principles or any other persons. The Concessionaire 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 Department, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Department or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 11 – INSURANCE

11.01 INSURANCE REQUIRED OF CONCESSIONAIRE: Prior to execution of this Agreement by the County and commencement of the Term of this Agreement, the Concessionaire shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the Term and any Extensions of this Agreement.

The limits for each type of insurance may be revised by the Department upon review and approval of the Concessionaire'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.

Certificate(s) of insurance from the Concessionaire must show coverage has been obtained that meets the requirements as outlined below during the operational phase of this Agreement:

A. Workers' Compensation as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Broad 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 performance 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 the Concessionaire allowed on the Airside Operation Area (AOA) without increasing automobile coverage to $5,000,000 as approved by the Department's Risk Management Office.

11.02 CERTIFICATE OF CONTINUITY: The Concessionaire shall be responsible for assuring that the insurance certificates required in conjunction with **Article 11 "Insurance"** remain in force for the duration of this Agreement, including the Extension, if applicable. If insurance certificates are scheduled to expire during the lease period, the Concessionaire shall be responsible for submitting new or renewed insurance certificates for its operations to the Department's Risk Management Unit at a minimum of thirty (30) Days before such expiration.

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

11.03 INSURANCE COMPANY RATING REQUIREMENTS: All insurance policies required above from the Concessionaire 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 Department's Risk Management Office.

11.04 CONCESSIONAIRE LIABLE: Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Concessionaire from liability under any other portion of this Contract.

11.05 CANCELLATION OF INSURANCE OR BONDS: Cancellation of any insurance or bonds, or non-payment by the Concessionaire of any premium for any insurance policies or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Department at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Concessionaire.

11.06 RIGHT TO EXAMINE: The Concessionaire shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the Agreement. If insurance certificates are scheduled to expire during the Contract period, the Concessionaire shall be responsible for submitting new or renewed insurance certificates to MDAD's Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

The Department reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Concessionaire agrees to permit such inspection at the offices of the Department.

ARTICLE 12– DEFAULT AND TERMINATION BY COUNTY

12.01 EVENTS OF DEFAULT: A default shall mean a breach of this Agreement by the Concessionaire (an "Event of Default"). An event of default, shall include, but is not limited to, those defaults defined in **Sub-Article 12.02 "Payment Default"**, **Sub-Article 12.03 "Other Defaults"**, and **Sub-Article 12.04 "Habitual Default"**, as well as any of the following occurrences:

(A) The Concessionaire has violated the terms and conditions of this Agreement;

(B) The Concessionaire has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Concessionaire's creditors, or the Concessionaire has taken advantage of any insolvency statute or debtor/creditor law, or the Concessionaire's affairs have been put in the hands of a receiver;

(C) The occurrence of any act, which operates to deprive Concessionaire of the rights, power, licenses, permits or authorities necessary for the proper conduct and operation of the activities authorized herein;

(D) Abandonment or discontinuance of operations by Concessionaire of its business by any act(s) of Concessionaire;

(E) Any persistent violation on the part of Concessionaire, its agents or employees of the traffic rules and regulations of local, State, County or Airport or disregard of the safety of persons using the Airports, upon failure by Concessionaire to correct the same;

(F) Failure on the part of Concessionaire to maintain the quality of service required by the terms of this Agreement, including, but not limited to, any cessation or diminution of service by reason of Concessionaire being unable for any reason to maintain in its employ the personnel necessary to keep its business in operation and available for public use, unless such is caused by strike, lockout, or bona fide labor dispute;

(G) Failure by Concessionaire to maintain its equipment in a manner satisfactory to the Department;

(H) The Concessionaire has failed to obtain the approval of the Department where required by this Agreement;

(I) The Concessionaire has failed to provide adequate assurances as required under **Sub-Article 12.09 "Adequate Assurances"**;

(J) The Concessionaire has failed to comply with any provision of **Sub-Article 14.07 "Airport Concession Disadvantaged Business Enterprise Participation Plan"**;

(K) The Concessionaire has failed in a representation or warranty stated herein; or

(L) The Concessionaire has failed to comply with TSA Guidelines and/or to execute other documentation required by TSA.

(M) The Concessionaire has failed to comply with all Security Directives and all regulations. Failure to carry out all Security Directives and regulations may result in termination of the Agreement.

(N) The Concessionaire has failed to comply with **Sub-Article 3.05 "Cooperation of Parties; No Competing Concessionaire Luggage Wrapping Activities in Off Airport Property".**

12.02 PAYMENT DEFAULT: Failure of the Concessionaire to make MAG/MMG payments and Percentage Fee payments or any other charges required to be paid herein when due shall be a default of this Agreement. If, five (5) calendar days after notice of such default is provided to the Concessionaire, the Concessionaire has failed to cure this default, the Department may, at its option, terminate this Agreement. Notwithstanding the preceding, the Department may extend the time required to cure such default at its discretion where in the best interests of the Airport. Any such extension shall not be deemed to waive or modify the County's rights hereunder.

12.03 OTHER DEFAULTS: Unless a shorter time frame is otherwise provided for herein, the Department shall have the right, to terminate this Agreement upon the occurrence of any one or more of the following unless the same shall have been corrected within thirty (30) calendar days after written notice. Any such extension shall not be deemed to waive or modify the County's rights hereunder.

The notice of default shall specify the Termination Date by when the Concessionaire shall discontinue the services.

12.04 HABITUAL DEFAULT: Notwithstanding the foregoing, in the event that the Concessionaire has frequently, regularly or repetitively defaulted in the performance of or has breached any of the terms, covenants and conditions required herein, to be kept and performed by the Concessionaire, regardless of whether the Concessionaire has cured each individual condition of breach or default as provided for in **Sub-Article 12.02 "Payment Default"** and **Sub-Article 12.03 "Other Defaults"** above, the Concessionaire may be determined by the Director to be an "habitual violator". At the time that such determination is made the Aviation Director shall issue to the Concessionaire a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Concessionaire 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 Department may terminate this Agreement upon the giving of written notice of termination to the Concessionaire, such termination to be effective upon the seventh (7) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Concessionaire shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Concessionaire shall discontinue its operations at the Airport and proceed to remove all its personal property in accordance with **Sub-Article 12.10 "Actions at Termination"** hereof.

12.05 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE: If an Event of Default occurs, the Department shall notify the Concessionaire by sending a notice of default, specifying the basis for such Event of Default, and advising the Concessionaire that such default must be cured immediately or this Agreement with the Department may be terminated.

12.06 TERMINATION FOR ABANDONMENT: Abandonment by the Concessionaire of the Location(s) or the discontinuance of Concessionaire's services at the Airport for any period of time exceeding twenty-four (24) consecutive hours, shall be an Event of Default, and the County may terminate this agreement on the basis of such abandonment in the event Concessionaire fails to fully cure such default within three (3) calendar days after notice of this deficiency has been provided to the Concessionaire.

12.07 TERMINATION FOR FRAUD OR CRIMINAL ACTIVITY: The Department may terminate this Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (ii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable, (iii) if the Concessionaire 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 Department may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the Department and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, 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 Department through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

12.08 TERMINATION FOR CONVENIENCE: The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Department. In such circumstance, the County will solely be responsible for paying the amortized costs of any improvements constructed by Concessionaire, but the County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income. For the purposes of this Agreement, luggage wrapping machines shall not constitute "improvements", and the costs to fabricate such machines shall not be recoverable in the event of a Termination for Convenience.

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

1. Treat such failure as a repudiation of this Agreement; and
2. 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 thereof either by itself or through others.

12.10 ACTIONS AT TERMINATION: The Concessionaire shall, upon receipt of such notice to terminate, and as directed by the Department:

(A) Stop all work as specified in the notice to terminate;

(B) Take such action as may be necessary for the protection and preservation of the Location(s)s and other Department materials and property;

(C) Vacate, quit and surrender, and account for the administrative support space, all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the Department, on or before the date of termination.

If terminated for cause, the Concessionaire shall be liable to the County for all damages, direct and indirect, incurred by the County as a result of such termination, including but not limited to loss of future MAG payments, loss of revenue, loss of passengers, loss of opportunity, or loss of goodwill. The existence of a bond or letter of credit supplied pursuant to **Article 3 "Rentals, Payments and Reports"** of this Agreement shall not serve as a limitation on damages beyond the penal sum of the bond or letter of credit, and the County may avail itself of the bond or letter of credit, or both, and also all remedies as may be available at law or equity against Concessionaire.

12.11 COUNTY RIGHT TO REPROCURE: In the event that this Agreement is terminated, either for convenience or for cause, the County has the right to negotiate with the company or firm which was ranked second during the award of this Agreement for award of a successor contract. The Concessionaire expressly releases and waives all claims it may have as relates to such negotiation, and expressly acknowledges that such negotiation is consistent with the principles of competitive procurement and is necessary to avoid disruptions in passenger service at Miami International Airport.

ARTICLE 13 – CLAIMS AND TERMINATION BY CONCESSIONAIRE

13.01 ADMINISTRATIVE CLAIM PROCEDURES: If the Concessionaire has any claim against the County arising under this Agreement, it will be made in writing within thirty (30) calendar days of the occurrence of the event to the Aviation Director. The exact nature of the claim, including sufficient detail to identify the basis for the claim and the amount of the claim shall be clearly stated. The dispute will be decided by the Director, who will mail or otherwise furnish a written copy of the decision to the Concessionaire at the address furnished in **Sub-Article 18.09 "Notices".** The decision of the Director will be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, the Concessionaire mails or otherwise furnishes to the Department a written appeal addressed to the Mayor. The decision of the Mayor, or his duly authorized representative for the determination of such appeals, will be final and conclusive unless within thirty (30) calendar days of the Concessionaire's receipt of such decision, the Concessionaire files an action in a court of competent jurisdiction. In connection with any appeal proceeding under this provision, the Concessionaire shall be afforded an opportunity to be heard and to offer other evidence in support of the appeal. Pending final decision of a dispute hereunder, the Concessionaire shall proceed diligently with the performance of this Agreement and in accordance with the County's decision. Failure to perform in accordance with the decision of the Aviation Director or the Mayor shall be cause for termination of this Agreement in accordance with **Sub-Article 12.03 "Other Defaults".** The failure of the Concessionaire to comply with this administrative claim procedure shall be cause for a waiver of a claim and an abandonment of any claim arising out of the event.

13.02 TERMINATION: The Concessionaire shall have the right, upon thirty (30) calendar days written notice to the Department to terminate this Agreement, without liability to the Department, at any time after the occurrence of one 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 injunction remaining in force for a period of more than one hundred eighty (180) calendar days.

(B) A breach by the Department of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the Department and failure of the Department to remedy such breach for a period of one hundred eighty (180) calendar days after receipt of written notice from the Concessionaire of the existence of such breach.

(D) 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 Location(s) or any substantial part, or parts thereof, in such a manner as substantially to restrict the Concessionaire's provision of services for a period of one hundred eighty (180) calendar days.

ARTICLE 14 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

14.01 ACDBE REQUIREMENTS: The Department has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) participation goal of **thirty percent (30%)** of gross revenues in connection with this Agreement. The ACDBE goal can be achieved either through the Concessionaire being an ACDBE itself, a partner or joint venture, or subcontracting a percentage of gross revenues.

The Concessionaire will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting ACDBE revenue and operational expenses, on or before the tenth (10th) day of every month.

14.02 COUNTING ACDBE PARTICIPATION TOWARD CONTRACT GOALS: 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.

When a 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 distinct clearly defined portion of the work of the contract that the ACDBE performs will be counted toward ACDBE goals as outlined in Appendix I "Airport Concession Disadvantage Business Enterprise Participation Plan/Provision" and ACDBE Joint Venture Guidance by the U.S. Department of Transportation, Federal Aviation Administration (USDOT – FAA). ACDBE, Appendix 8.

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, managing, or supervising the specific identified work.

B MDAD will determine whether an ACDBE is performing a commercially useful function by evaluating the specific duties outlined in the Joint Venture Agreement; the subcontract Agreement or other Agreement's in accordance with industry practices.

C. 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.

D. If an ACDBE does not perform or exercise responsibility for at least seventy (70) percent of its participation or if the ACDBE subcontracts 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.

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

MDAD's decision on commercially useful function matters is final.

14.03 ACDBE GOAL ACHIEVED THROUGH JOINT VENTURE ("JV") PARTNERING: Concessionaire may satisfy a part of the ACDBE goal by Joint Venturing with an ACDBE as detailed in ACDBE Joint Venture Guidance by the U.S. DOT – FAA ACDBE Appendix 8, The Joint Venture Solicitation must specify the following:

A. Each ACDBE joint venture ("JV") partner must be responsible for a clearly defined portion of the work to be performed. The work should be detailed separately from the work performed by the non-ACDBE JV partner.

B. The work should be submitted as part of this Solicitation and annually thereafter to the Aviation Department's Minority Affairs Division. The work to be performed by the ACDBE joint venture partner should be store specific including tasks and Location(s); or a distinct element of work must be specified.

The ACDBE Joint Venture partner will be required to spend the minimum amount of aggregate time on-site, focused on the operation of the Concession. Such "minimum amount of aggregate time" is defined as ten (10) hours per week.

Each Joint Venture partner must submit the Monthly Utilization Reports (MURs), and a notarized Monthly report of ACDBE joint venture activity providing details of how the performance objectives were achieved and providing documentation of that achievement on ACDBE Joint Venture Guidance Appendix 8. This information should include, but not be limited to:

Details of training sessions, including class rosters, and lesson plans.

1. Deliverables and work products.
2. Time sheets of partner employees used to fulfill objectives. Time sheets must accurately reflect hours worked and compensation earned.
3. Proof that employees of partners, actually work for them (payroll, payroll tax returns, and the like).

C. Each ACDBE partner must share in the ownership, control, management, and administrative responsibilities, risks and profits of the JV in direct proportion to its stated level of JV participation.

D. Each ACDBE JV partner must perform work that is commensurate with the Lease Agreement.

As described below, each ACDBE Proposer must submit, as part of its, proposal a plan for the achievement of the ACDBE goal, including Schedule of Participation and the Letter of Intent from certified ACDBE's, or who have applied for certification through the Miami-Dade County Department of Small Business Development (SBD) or the Florida Unified Certification Program, as required by the Airport Concession Disadvantaged Business Enterprise Participation Plan (ACDBE).

Without limiting the requirements of the Agreement, the Department will have the right to review and approve all agreements utilized for the achievement of these goals.

14.04 CERTIFICATION-AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE): ACDBE firms must maintain their certification throughout the term of this Agreement.

14.05 AFFIRMATIVE ACTION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS: The Concessionaire acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, and 49 CFR Part 23,Airport Concession Disadvantaged Business Enterprise Programs, are applicable to the activities of the Concessionaire under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the U.S. DOT - FAA.

These requirements may include, but not be limited to, the compliance with Airport Concession Disadvantaged Business Enterprise 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 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 the Concessionaire has defaulted in the requirement to comply with the provisions of this article and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Concessionaire, to terminate this Agreement, pursuant to the default language referenced in the Agreement.

The Concessionaire shall include the following nondiscrimination language in concession and management contracts with MDAD to include the following paragraph which is an assurance and clarification clause requested by the DOT and approved by the Aviation Director:

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The 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 concession, or other agreement covered by 49 CFR Part 23.

The Concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include statements in further agreements.

14.06 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 Airport Concession operations, subject to **Sub-Article 14.07 "Airport Concession Disadvantaged Business Enterprise Participation Plan",** each ACDBE shall have the duty and responsibility to operate certain areas of the concession(s) following a mentoring period, if needed, which shall include but not be limited to, the following specific duties and responsibilities:

1. Store Operations
   a. Passenger profile analysis
   b. Cash handling/sales audit
   c. Enhancing sales

d. Selling to the customer
e. Staffing to meet customer levels
f. Opening and closing procedures

2. Personnel
   a. Employment practices
   b. Compliance with wage and hour laws
   c. Compliance with County and Airport requirements
   d. Designing compensation and benefits plans
   e. Management and staff training to enhance product knowledge and customer service
   f. Warehousing, packaging and sales reporting of merchandise

3. Design and Display
   a. Retail layout
   b. Merchandising techniques
   c. Visual display techniques

4. Loss Prevention
   a. External and internal theft
   b. Shop security

5. Books, Records and Reports
   a. The books of account and supporting records of the joint venture(s) shall be maintained at the principal office and shall be open for inspection by MDAD or the ACDBE joint venture(s), upon reasonable prior written notice, during business hours.
   b. The books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. The Concessionaire shall provide to the joint venture(s), within an agreed upon time after the end of each month during the term of the Agreement, an un-audited operating (i.e., income) statement for the preceding month and for the year to date.
   c. Reports of the ACDBE Mentoring Program shall be submitted to the Department's Minority Affairs and the Business Management Divisions, outlining the specific areas of training (i.e., components covered; total number of hours of training; training material covered; etc.).

14.07 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN: The Concessionaire shall contract with those firm(s) as are listed on the Concessionaire's ACDBE Participation Plan and approved by the Department, and shall thereafter neither (i) terminate such ACDBE firms(s), (ii) reduce the scope of the work to be performed, (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.

MDAD shall monitor the compliance of the Concessionaire with the requirements of this provision as referenced in **Sub-Article 14.01 "ACDBE Requirements"** during the Term and/or Extension, of this agreement. 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 the Concessionaire and ACDBEs, and other records pertaining to the ACDBE Participation Plan.

If at any time MDAD has reason to believe that the Concessionaire 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 of this Agreement in whole or in part, unless the Concessionaire demonstrates, within a reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the Department upon the Concessionaire except pursuant to a hearing conducted by the ACDBELO and/or Director

ARTICLE 15- RULES, REGULATIONS AND PERMITS

15.01 RULES AND REGULATIONS: The Concessionaire shall comply with the Ordinances of the Department including the Rules and Regulations of the Department, Chapter 25, of the Code, as the same may be amended from time to time, Operational Directives issued hereunder, all additional laws, statutes, ordinances, regulations and rules of the federal, State and County governments, and any and all plans and programs developed in compliance therewith, and any County Administrative Orders and resolutions of the Board which may be applicable to its operations or activities under this Agreement.

15.02 VIOLATIONS OF RULES AND REGULATIONS: The Concessionaire agrees to pay, on behalf of the Department, any penalty, assessment or fine issued against the Department, or to defend in the name of the Department any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, State or County governments based in whole or substantial part upon a claim or allegation that the Concessionaire, its agents, employees, or invitees, have violated any law, ordinance, regulation or rule described in **Sub-Article 15.01 "Rules and Regulations"** or any plan or program developed in compliance therewith. The Concessionaire further agrees that the substance of **Sub-Article 15.02 "Violations of Rules and Regulations"** and **Sub-Article 15.01 "Rules and Regulations"** shall be included in every Sub-lease and other agreements which the Concessionaire may enter into related to its activities under this Agreement and that any such Sub-lease 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.

15.03 PERMITS AND LICENSES: The Concessionaire shall obtain, pay for and maintain on a current basis and make available to the Department upon request, all permits and licenses as required for the performance of its services hereunder.

ARTICLE 16 – GOVERNING LAW

16.01 GOVERNING LAW; VENUE: This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami-Dade County, Florida and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

16.02 REGISTERED OFFICE/AGENT JURISDICTION: The Concessionaire, 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 the Concessionaire is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement. If Concessionaire is a joint venture and not a corporation, the parties to the joint venture hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 17 – TRUST AGREEMENT

17.01 INCORPORATION OF TRUST AGREEMENT BY REFERENCE: Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of the 15th day of December, 2002, as amended from time to time, by and between the County and JP Morgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-Trustee (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement may be examined by the Concessionaire at the offices of the Department during normal working hours.

17.02 ADJUSTMENT OF TERMS AND CONDITIONS: If at any time during the Term or the extensions thereto, as applicable, a court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the Department by the Concessionaire or by other under other agreements of the Department for the lease or use of Location(s) used for similar purposes, are unjustly discriminatory, the Department, shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals fees and charges required to be paid under this Agreement in such a manner as the Department shall determine is necessary and reasonable so that terms and conditions and the rentals fees and charges payable by the Concessionaire and others shall not thereafter be unjustly discriminatory to any user of like Location(s) and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the Department has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the Department, pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions upon the issuance of written notice from the Department to the Concessionaire.

17.03 INSPECTIONS: The authorized employees and representatives of the Department and of any applicable federal or state agency having jurisdiction hereof shall have the right of access to the Location(s) at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Agreement or applicable law. The right of inspection shall impose no duty on the Department to inspect and shall impart no liability on the Department should it not make such inspection(s).

17.04 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) contracts for legal services; (b) contracts for financial advisory services; (c) auditing contracts; (d) facility rentals and Licenses; (e) concessions and other rental Licenses; (f) insurance contracts; (g) revenue-generating contracts; (h) professional service Licenses under $1,000; (i) management Licenses; (l) small purchase orders as defined in County Administrative Order No. 3-2; (m) federal, state and local government-funded grants; and (n) interlocal Licenses. ***Notwithstanding the foregoing, the Board may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Department contracts including, but not limited to, those contracts specifically exempted above.

ARTICLE 18 – OTHER PROVISIONS

18.01 PAYMENT OF TAXES: The Concessionaire shall pay all taxes lawfully assessed against its interests in the Location(s) and its services hereunder, provided however, that the Concessionaire 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 an Event of Default, pursuant to **Sub-Article 12.03 "Other Defaults"** hereof.

18.02 ALTERATIONS BY CONCESSIONAIRE: The Concessionaire shall not alter or modify the Location(s), except in accordance with **Article 4 "Improvements to the Location(s)"** herein, without first obtaining written approval from the Department.

18.03 RIGHTS TO BE EXERCISED BY DEPARTMENT: Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

18.04 ADMINISTRATIVE MODIFICATIONS: It is understood and agreed to that the Department, upon written notice to the Concessionaire, shall have the right to modify administratively and to revise Articles and the Exhibits to this Agreement, including the provisions of **Sub-Article 1.05 "Relocation and Alternative Location(s)", Sub-Article 18.02 "Alterations by Concessionaire", Sub-Article, 20.02 "Right to Amend",** and **Sub-Article 20.04 "Right to Modify".**

18.05 SECURITY: The Concessionaire acknowledges and accepts full responsibility for the security and protection of the Location(s). The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for protection of the Location(s) shall be the sole responsibility of the Concessionaire and shall involve no cost to the Department.

18.06 RIGHTS OF DEPARTMENT AT AIRPORT: The Department shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and Location(s) at the Airport. The Department shall, in the exercise of such right, be free from any, and all liability to the Concessionaire for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole acts of negligence or intentional acts of the Department its employees, or agents.

18.07 OTHER DEPARTMENT RIGHTS: The Concessionaire shall be liable for any physical damage caused to the Location(s) by the Concessionaire, its employees, agents, contractors, subcontractors, suppliers. The liability shall encompass: (i) the Concessionaire's repair of the Location(s), or if the Location(s) cannot be repaired, payment to the Department of the fair market value replacement cost of the Location(s); and (ii) any other such damages to the Department or the Airport arising from the physical damage caused by the Concessionaire and its employees, agents, contractors, subcontractors or suppliers. The Department may also initiate an action for specific performance and/or injunctive relief.

18.08 FEDERAL SUBORDINATION: This Agreement shall be subordinate to the provisions of any existing or future agreements between the Department 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.

18.09 NOTICES: Any notices given under the provisions of this Agreement shall be in writing and shall be hand delivered or sent by facsimile transmission (providing evidence of receipt), nationally recognized overnight courier service, or Registered or Certified Mail, Return Receipt Requested, to:

To the County:
(Mailing Address)
Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

or (physical address):

Miami International Airport
Terminal Building
Director's Office
Concourse E-5th floor
Miami, FL 33122

To the Concessionaire:

Fabio Talin, President & CEO
Truestar USA
MIA Concourse G – Office G3311
Miami, Florida 33122

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by: (i) facsimile shall be deemed tendered on the date indicated on the facsimile confirmation receipt; (ii) nationally recognized overnight courier service shall be deemed tendered on the delivery date indicated on the courier service receipt; and (iii) Registered or Certified Mail shall be deemed tendered on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

18.10 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 shall be severable.

18.11 RIGHTS RESERVED TO DEPARTMENT: All rights not specifically granted the Concessionaire by this Agreement, are reserved to the Department.

18.12 DEPARTMENT LIEN: The Department shall have a lien upon all personal property of the Concessionaire in the Location(s) to secure the payment to the Department of any unpaid monies accruing to the Department under the terms of this Agreement.

18.13 AUTHORIZED USES ONLY: The Concessionaire shall not use or permit the use of the Location(s) or the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the Department on or invalidate any insurance policies of the Department or any policies of insurance written on behalf of the Concessionaire under this Agreement.

18.14 NO WAIVER: There shall be no waiver of the right of the Department to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by the Concessionaire 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 Department to demand strict performance of the provisions, terms and covenants of this Agreement with performance hereof by the Concessionaire.

18.15 RIGHT TO REGULATE: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the Department, as a political subdivision of the State of Florida, to regulate the Concessionaire or its services.

18.16 INTENT OF AGREEMENT: This Agreement is for the benefit of the parties only and does not: (a) grant rights to third party beneficiaries or to any other person; or (b) authorize non-parties to the Agreement to maintain an action for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

18.17 MODIFICATIONS: This Agreement may be modified and revised in writing and duly executed by the parties hereto, as permitted pursuant to **Sub-Article 18.04 "Administrative Modifications", Sub-Article 20.02 "Right to Amend"**, and **Sub-Article 20.04 "Right to Modify".** Any oral representation or modification concerning this Agreement shall be of no force or effect. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.

18.18 RADON DISCLOSURE: In accordance with Section 404.056, Florida Statutes, the following disclosure is hereby made: **"Radon Gas: Radon is a naturally occurring radioactive gas. When accumulated in a building in sufficient quantities, it may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."**

18.19 TRADEMARKS AND LICENSES: The Department may, from time to time, require the Concessionaire as part of its advertising and marketing program to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the Department in the performance of this Agreement which patents, copyrights, trademarks, trade names, logos, 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 the Concessionaire and the Department, on behalf of the Department granting the Concessionaire 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. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo computer software or intellectual property in the using party.

18.20 HEADINGS: The headings of the various Articles and Sub-Articles 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.

18.21 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. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

18.22 GOVERNMENTAL DEPARTMENT: 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.

18.23 INDEPENDENT CONTRACTOR: The Concessionaire shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Department. All personnel provided by the Concessionaire in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Concessionaire under its sole discretion, and not employees or agents of the Department: Except as provided in § 2-11.1(s) of the Code, the Concessionaire represents and warrants: (i) it has not employed or retained any company or person other than a bona fide employee working solely for the Concessionaire to solicit or secure this Agreement; and (ii) it has not paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the Department without any liability to the County for any reason.

18.24 OTHER LIENS: Concessionaire shall not permit any mortgages, deeds of trust or similar liens to be imposed on the Location(s), the leasehold, or the Furniture, Fixtures and Equipment or any portion thereof. Concessionaire shall not permit or suffer any liens, including mechanics', material men's and tax liens to be imposed upon the Location(s), or any part thereof, without promptly discharging the same. Notwithstanding the foregoing, Concessionaire may in good faith contest any such lien if Concessionaire provides a bond in an amount and form acceptable to the Department in order to clear the record of any such liens. Concessionaire further agrees that it shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign or otherwise transfer its leasehold interest in the Location(s) or any personal property or trade fixtures in the Location(s), including any Furniture, Fixtures and Equipment or any part thereof or permit any of the foregoing to occur. Concessionaire shall assume the defense of and indemnify and hold harmless Department against any and all liens and charges of any and every nature and kind which may at any time be established against said Location(s) and improvements, or any part thereof, as a consequence of any act or omission of Concessionaire or as a consequence of the existence of Concessionaire's interest under this Agreement.

18.25 SECURED AREAS/AIRFIELD OPERATIONS AREA (AOA) STERILE AREAS SECURITY: The Concessionaire acknowledges and accepts full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Transportation Security Administration (TSA), Homeland Security, FAA, CBP and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

In order to maintain high levels of security at MIA, the Concessionaire must obtain MDAD photo identification badges for all the Concessionaire employees working in the Secured/AOA/Security Identification Display Area (SIDA) Sterile Areas or any other restricted areas of the Airport. All Concessionaire employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.

The Concessionaire shall be responsible for requesting MDAD to issue identification badges to all employees who the Concessionaire requests to be authorized access to the Secured/AOA/SIDA/Sterile Areas and any other restricted areas of the airport and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employer of the Concessionaire or upon final acceptance of the work or termination of this Agreement. The Concessionaire will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.

All employees of the Concessionaire who must work within MDAD Secured/AOA/SIDA/Sterile areas or any other restricted areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced secured areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular company area. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, Homeland Security, FAA, CBP and MDAD requirements as specified by the MDAD at the time of application for the ID badge

before an ID badge is issued. At the present time, MDAD Security and Safety ID Section, regularly provides SIDA Training.

Concessionaire Ramp Permits will be issued to the Concessionaire authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles that must have access to the site during the performance of the work. Theses permits will be only issued to company owned vehicles or company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicles.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance is provided to MDAD Airside Operations Division upon request.

Only Concessionaire staff with pictured MDAD ID badges shall be allowed to operate a motor vehicle on the AOA without a MDAD escort. The Concessionaire 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.

The Concessionaire agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Concessionaire 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, including repeated failure to comply with MDAD's or the TSA, Homeland Security, FAA, CBP, SIDA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA should be advised, in writing, of the reason for such denial.

The Concessionaire 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 at the Airport and to maximize compliance with TSA, Homeland Security, FAA/Federal Inspection Services agencies and MDAD access control policies and procedures.

The Concessionaire understands and agrees that vehicle and equipment shall not be parked/stored on the AOA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

The Concessionaire 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. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Concessionaire in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Concessionaire.

Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/Homeland Security/FAA/Federal Inspection Services agencies.

The Concessionaire shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

Concessionaire agrees that it will include in all contracts and subcontracts with its MIA sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Concessionaire agrees that in addition to all remedies, Damages, and sanctions that may be imposed by TSA, Homeland Security, FAA, Federal Inspection Services Agencies or MDAD upon Concessionaire sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions. The Concessionaire shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and Damages arising there from, such costs to include reasonable attorneys' fees.

ARTICLE 19 - WAIVER OF CLAIMS

The Concessionaire hereby waives any and all claims it now has or may hereafter have against the County and the Department, and against any member, including, without limitation, all members of the Board, officers, agents or employees of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement or any part thereof, or by judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. The Concessionaire hereby further waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Location(s) available to the Concessionaire or by reason of any defects or deficiencies in the Location(s) or in the Terminal Building including any defect or deficiency in the Location(s) or in the Terminal Building which substantially impedes the Concessionaire's ability to operate a concession at the Location(s) or because of any interruption in any of the services thereto, including, but not limited to, power, telephone, heating, air conditioning or water supply systems, drainage or sewage systems, and Concessionaire hereby expressly releases the County and Department from any and all demands, claims, actions, and causes of action arising from any of such causes.

ARTICLE 20 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

20.01 AGREEMENTS WITH STATE OF FLORIDA AND MIAMI-DADE COUNTY: This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, State, County laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Department, or the State of Florida, or their boards, agencies or commissions, and to any future agreement between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, State, or County funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

20.02 RIGHT TO AMEND: In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Concessionaire hereby consents to any and all such modifications and changes as may be reasonably required.

20.03 CONCESSIONAIRE COVENANTS AND ASSURANCES:

A. Covenants Against Discrimination:

1. Concessionaire on behalf of itself, successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Location(s) or the Airport; (2) that in the installation of any equipment at the Airport and the furnishing or services in connection therewith, no person on the grounds or race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) that Concessionaire shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Concessionaire shall comply with laws of the State of Florida, prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should Concessionaire authorize another person or entity, with Department's prior written consent, to provide services or benefits in or in connection with its rights or obligations under this Agreement, Concessionaire shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Concessionaire shall furnish the original or a true copy of such agreement to Department.

2. Concessionaire will provide all information and reports required by said CFR, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its Location(s) as may be determined by the Department or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire shall so certify to the Department or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

3. In the event of a breach of any of the above nondiscrimination covenants, the Department shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to reenter and repossess the Location(s) and the improvements thereto, and hold the same as if this Agreement had never been made. The rights granted to the Department by the foregoing sentence shall not be effective until the procedures of Title 49, CFR, Part 21 are followed and completed, including exercise or expiration of appeal rights.

4. Concessionaire assures the Department that no person shall be excluded on the grounds or race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, CFR, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Concessionaire also assures the Department that it will require its covered sub-organizations to provide assurances to the same effect and provide copies thereof to the Department.

5. Concessionaire further assures the Department that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted at or in connection with its operations at the Location(s). Concessionaire also assures Department that it will require its contractors and sub-Concessionaires to provide assurances to the same effect and ensure that such assurances are included in contracts at all tiers which are entered into in connection with Concessionaire's services hereunder.

6. a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Concessionaire 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 concession agreement covered by 49 CFR Part 23, Subpart F.

b) Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

7. Department may from time to time be required by the United States Government or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Concessionaire agrees that it will adopt such requirements as part of this Agreement.

20.04 RIGHT TO MODIFY: The parties hereto covenant and agree that, during the Term, or any extension thereto, if applicable, this Agreement may be unilaterally modified by the Department, upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission or FAA rulings or opinions. This Sub-Article shall not preclude Concessionaire from contesting said rulings or opinions, but the Concessionaire shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement, may not be modified, except by a written instrument, signed by both parties.

20.05 TAX EXEMPT STATUS OF DEPARTMENT REVENUE BONDS: The Concessionaire agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided hereunder, as required to permit the Department's capital expansion projects to be planned and constructed by the Department with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by the Concessionaire and delivery to the Department of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport.

20.06 REMEDIES: All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder.

20.07 WARRANTY OF CONCESSIONAIRE AS TO CONFLICTS OF INTEREST: The Concessionaire represents and warrants to the Department that, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Department has any interest, direct or indirect, in the business of the Concessionaire to be conducted hereunder, and that no such persons shall have any such interest at any time during the Term and extensions, as applicable.

20.08 REGULATIONS OF DEPARTMENT: The rights and privileges granted to the Concessionaire hereunder and the occupancy and use by the Concessionaire of the Location(s) shall at all times be subject to reasonable rules and regulations of Department as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of Department's Policy and Procedures Manual as the same may be amended from time to time.

20.09 INTEREST: Any sums payable to the Department by the Concessionaire under any provisions of this Agreement, which may be amended from time to time, which are not paid when due shall bear interest at the rate of (1 1/2%) per month (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

20.10 MISCELLANEOUS PROVISIONS: The Concessionaire, and its agents, contractors, sub-contractors and/or employees shall promptly observe and comply with applicable provisions of all federal, State, and local statutes, ordinances, regulations and rules which govern or apply to the Concessionaire or to its services or operations hereunder.

1. The Concessionaire shall, at its own cost and expense, procure and keep in force during the Term and any extensions thereto if applicable, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for the Concessionaire to provide its services hereunder and shall pay all taxes, (including sales and use taxes), assessments including, without limitation, storm water utility fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction on Concessionaire's property, on its services, on its Gross Revenues, on its income, on this Agreement and the fees payable to the Department hereunder, on the rights and privileges granted to the Concessionaire herein, on the Location(s) and on any and all equipment installed on the Location(s) and the Concessionaire shall make and file all applications, reports, and returns required in connection therewith.

2. The Concessionaire agrees to repair promptly, at its sole cost and expense and in a manner acceptable to the Department, any damage caused by the Concessionaire or any, officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any equipment or property located thereon.

3. The Concessionaire is not authorized to act as the Department's agent hereunder and shall have no authority, express or implied, to act for or bind the Department hereunder and nothing contained in this Agreement shall be deemed or construed by the Department or the Concessionaire or by any third party to create the relationship of partnership or of joint venture. No provision of this Agreement shall be deemed to make the Department the joint employer of any employee of the Concessionaire.

4 The Department, through its designated agents, shall have the right during the Concessionaire's normal business hours (and at any time during an emergency) to inspect the Location(s) and the property of the Concessionaire located thereon, in order to enforce this Agreement, to enforce applicable laws and regulations, and to protect persons and property.

5. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

6. Time is expressed to be the essence of this Agreement.

7. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

8. If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contain herein.

9. Except as otherwise provide herein, if certain action may be taken only with the consent or approval of the Department or the County, or if a determination or judgment is to be made by the Department or the County, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Department or the County.

10. The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance (see Appendix L). The Proposer shall comply with these requirements.

20.11 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, work stoppages or slowdowns, unless involving employees of the Concessionaire, or (ii) embargo's, general shortages of labor, equipment, Location(s), materials or supplies in the open market, acts of God, acts of the public enemy, acts of governmental authority, including, without limitation, the FAA, the DOT, the TSA, the EPA, the DOJ, or civil and defense authorities, extreme weather conditions, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage. Notwithstanding the preceding, the County may, at its sole discretion, and where such modification is in the best interest of the County, modify any material term or condition of this agreement if such modification is approved by the Board of County Commissioners.

20.12 ENTIRE 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 Concessionaire hereby affirms the completeness and accuracy of the information provided by Concessionaire to the Department in the Form, and in all attachments thereto and enclosures therewith, submitted by Concessionaire to Department in connection with the award of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

CONCESSIONAIRE

Truestar USA (a Joint Venture between Sinapsis Trading USA, LLC and Truestar Group SPA)
(Legal Name of Concessionaire)

ATTEST:

Name of Managing Joint Venturer:

Fabio Talin, President & CEO
Print Name

Witness: _____

By: _____
Signature of Authorized Representative of the Joint Venture

Corporate Seal

_____
Print Name

Witness: _____

By: _____
Signature of Authorized Representative of the Joint Venture

Corporate Seal

Attest: _____

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

Resolution No.: _____

Date: _____

APPENDIX E-1

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

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

This sworn statement is submitted for:

PROJECT TITLE LUGGAGE WRAPPING SERVICES AT MIAMI INT'L AIRPORT

PROJECT NUMBER MDAD-05-12

COUNTY OF MIAMI DADE

STATE OF FLORIDA

Before me the undersigned authority appeared FABIO TALIN (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

TRUESTAR U.S.A.
(Name of Entity)

MIAMI INT'L AIRPORT-TERMINAL G, 3RD FLOOR - OFFICE G 3311
(Address of Entity)

6/8-0/6/7/7/0/0/5
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)

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

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

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

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

_____The person or affiliate has 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:

_____ 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.

_____ 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)			
AUG 04, 2010	$11,100,000.00	$8,700,000.00	21.62%

Name of Dept. & Summary of Services Performed: MIAMI DADE AVIATION DEPARTMENT
LUGGAGE WRAPPING SERVICES
RFP No MDAD-01-09

Litigation Arising out of Contract: N/A

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

(2)

N/A $_____ $_____ ____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(3)

N/A $_____ $_____ ____%

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? 14

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.

(Signature of Authorized Representative)

Title PRESIDENT

Date MAY 31st 2012

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 31 day of MAY, 2012

by FABIO TALIN,
(Authorized Representative)

of TRUESTAR USA
(Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

JOSE LUIS VILLALBA
(Print Name)

Notary Stamp or Seal:

Jose Luis Villalba
COMMISSION # EE 198400
EXPIRES: MAY 15, 2016
WWW.AARONNOTARY.com

Notary Commission Number: EE 198400

My Commission Expires: MAY 15, 2016

AFF-7

PROCURA DELLA REPUBBLICA DI MILANO
CERTIFICATO DEI CARICHI PENDENTI

Operatore: bg01
Cognome: DISCEPOLO
Nome: DANIELE
nato/a il: 20/07/1947
in: CASTELLAMMARE DI STABIA
e residente in: MILANO
Per uso: AMMINISTRATIVO

****

Su richiesta dell' INTERESSATO si certifica, ai sensi dell'art.60 comma 1 CPP, che dal registro informatizzato delle notizie di reato risulta:

*** NEGATIVO ***

"Il presente certificato non può essere prodotto agli organi della pubblica amministrazione o ai privati gestori di pubblici servizi" (art. 15 - L. 183/2011)

MILANO, 30/04/2012

PROCURA DELLA REPUBBLICA
PRESSO IL TRIBUNALE DI MILANO
Riscosso il diritto di certificato/copia pari a € 7,08
Marca applicata sulla domanda (art. 285 D.P.R. 115/02
Milano, li 30.04.2012
L'ADDETTO

IL CANCELLIERE
IL FUNZIONARIO GIUDIZIARIO
Maria Antonia MARCHESE

OFFICE OF THE PUBLIC PROSECUTOR, MILAN
CERTIFICATE OF PENDING CRIMINAL PROCEEDINGS

Operator: bgOl
Surname: DISCEPOLO
Name: DANIELE
born on: 20/07/1947
in: CASTELLAMMARE DI STABIA
and resident in: MILAN
For use: ADMINISTRATIVE

Upon request by the INTERESTED PARTY, it is hereby certified pursuant to Article 60(1) of the Italian Code of Criminal Procedure, that the computerised register of reports of criminal offences contains:

NO ENTRY

This certificate may not be presented to the organs of the public administration or to private operators of public services (Article 15 of Italian Law no. 183 of 2011).

MILAN, 30 April 2012

Stamp: OFFICE OF THE PUBLIC PROSECUTOR AT THE MILAN DISTRICT COURT, Received certificate/copy fee equal to €7.08. Revenue stamp applied to the application (Article 285 of Italian Presidential Decree no. 115 of 2002. Milan, 30 April 2012. Circular stamp: OFFICE OF THE PUBLIC PROSECUTOR AT THE MILAN DISTRICT COURT. The official [illegible signature]

Stamp: THE REGISTRAR.

Circular stamp: OFFICE OF THE PUBLIC PROSECUTOR AT THE MILAN DISTRICT COURT.

Stamp: THE OFFICER OF THE COURT, Matilde Antonia Marchese [illegible signature]

14/05/2012
Renata Sartati
Traduttrice Giurata
Iscritta all'Albo dei Periti
del tribunale di Milano
col [illegible]

N° iscrizione
5737CT

TRIBUNALE ORDINARIO DI MILANO

VERBALE DI GIURAMENTO DI TRADUZIONE STRAGIUDIZIALE DI TRADUTTORE ISCRITTO ALL'ALBO DEL TRIBUNALE DI Milano

In data 15 maggio 2012 **nella Cancelleria del Tribunale Ordinario di**

Milano, **avanti al sottoscritto Cancelliere, è personalmente comparsa** la signora

Renata Sarfati _____ **nata a** Milano _____

_____ **Il** 26/07/1936, **residente in** Milano _____,

via Mercadante, 3 _____ , **identificata con documento** Passaporto _____

_____ **n°** AA0953096 _____ **rilasciato da** Questura Milano _____

il 26/03/2007 ___ **iscritta nell'albo dei Traduttori del Tribunale** di Milano _____

al n° 5737CT ____ **per la/e lingua/e** inglese, francese, spagnolo _____,

la _ quale esibisce la traduzione **dalla lingua** italiana _____

alla lingua inglese **da lei effettuata in data** 14/05/2012

e chiede di poterla giurare ai sensi di legge. Dichiara, altresì, che il documento tradotto è una copia.

Ammonita ai sensi dell'art. 193 c.p.c. e dell'art. 483 c.p.[1] la comparente presta il giuramento ripetendo le parole: **"Giuro di aver bene e fedelmente proceduto alle operazioni e di non aver avuto altro scopo che quello di far conoscere la verità".**
Si raccoglie il presente giuramento di traduzione stragiudiziale per gli usi consentiti dalla legge [2].

Letto, confermato e sottoscritto _____

IL CANCELLIERE
dr.ssa Anna...

15/05/12 018317

NOTA BENE:
L'ufficio non assume alcuna responsabilità per quanto riguarda il contenuto della traduzione asseverata con il giuramento di cui sopra.

(1) "Falsità ideologica commessa dal privato in atto pubblico".
(2) R.D.1366/22; D.P.R. 396/2000 L. n° 445/2000.

Ministero della Giustizia

Sistema Informativo del Casellario

Certificato Penale del Casellario Giudiziale

(ART. 25 D.P.R. 14/11/2002 N.313)

CERTIFICATO NUMERO: 4494/2012/R

Al nome di:

Cognome	**VIGNATI**
Nome	**MASSIMILIANO**
Data di nascita	**19/08/1971**
Luogo di Nascita	**BUSTO ARSIZIO (VA) - ITALIA**
Sesso	**M**

sulla richiesta di:	INTERESSATO
per uso:	AMMINISTRATIVO - ESENTE DA BOLLO (ART. 25 D.P.R. 14/11/2002 N.313)

Si attesta che nella Banca dati del Casellario giudiziale risulta:

NULLA

ESTRATTO DALL' UFFICIO:
CASELLARIO GIUDIZIALE - PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI BUSTO ARSIZIO

Si attesta l'avvenuto pagamento (art. 273 e 285 T.U. 30/5/2002 n. 115) del
☐ diritto di certificato **☐ diritto di urgenza**

BUSTO ARSIZIO, 02/05/2012 12:17

IL RESPONSABILE DEL SERVIZIO CERTIFICATIVO
(PARASOLE MARINA)

A partire dal 1° gennaio 2012 il presente certificato non può essere prodotto agli organi della pubblica amministrazione o ai privati gestori di pubblici servizi (art. 40 D.P.R. 28 dicembre 2000, n. 445)

Ministry of Justice

Criminal Record Information System

Criminal Record Certificate
(Article 25 of Italian Presidential Decree No. 313 of 14 November 2002)

CERTIFICATE NUMBER: 4494/2012/R

Issued to:

Surname	**VIGNATI**
Name	**MASSIMILIANO**
Date of birth	**19/08/1971**
Place of Birth	**BUSTO ARSIZIO (VA) - ITALY**
Gender	**M**

on request by: INTERESTED PARTY

for use: ADMINISTRATIVE – NOT SUBJECT TO STAMP DUTY (Article 25 of Italian Presidential Decree No. 313 of 14 November 2002)

It is hereby certified that the Criminal Record Database contains:

NO ENTRY

EXTRACTED BY THE OFFICE:
CRIMINAL RECORDS OFFICE – PUBLIC PROSECUTOR'S OFFICE AT THE BUSTO ARSIZIO DISTRICT COURT

I hereby certify payment (Articles 273 and 285 of Consolidated Law no. 115 of 30 May 2002) of
- **certificate fee**
- **fee for urgent issue**

BUSTO ARSIZIO, 2 May 2012 12:17

Circular stamp: PUBLIC PROSECUTOR'S OFFICE, BUSTO ARSIZIO

THE HEAD OF THE CERTIFICATION SERVICE
(MARINA PARASOLI)
(illegible signature)

As of 1 January 2012 this certificate may not be presented to the organs of the public administration or to private operators of public services (Article 40 of Italian Presidential Decree no. 445 of 28 December 2000)

*** Certificate number: 4494/2012/R OF 2 MAY 2012

14/05/2012
Renata Sarfati
Traduttrice Giurata
Iscritta all'Albo dei Periti
del tribunale di Milano
col N. 5737 CT

N° iscrizione
5737CT

TRIBUNALE ORDINARIO DI MILANO

VERBALE DI GIURAMENTO DI TRADUZIONE STRAGIUDIZIALE DI TRADUTTORE ISCRITTO ALL'ALBO DEL TRIBUNALE DI Milano

In data 15 maggio 2012 **nella Cancelleria del Tribunale Ordinario di**

Milano, **avanti al sottoscritto Cancelliere, è personalmente comparsa** la signora

Renata Sarfati _____ **nata a** Milano _____

_____ **Il** 26/07/1936, **residente in** Milano _____,

via Mercadante, 3 _____ , **identificata con documento** Passaporto _____

_____ **n°** AA0953096 _____ **rilasciato da** Questura Milano _____

il 26/03/2007 ___ **iscritta nell'albo dei Traduttori del Tribunale** di Milano _____

al n° 5737CT ____ **per la/e lingua/e** inglese, francese, spagnolo _____,

la _ quale esibisce la traduzione **dalla lingua** italiana _____

alla lingua inglese **da lei effettuata in data** 14/05/2012

e chiede di poterla giurare ai sensi di legge. Dichiara, altresì, che il documento tradotto è una copia.

Ammonita ai sensi dell'art. 193 c.p.c. e dell'art. 483 c.p.[1] la comparente presta il giuramento ripetendo le parole: **"Giuro di aver bene e fedelmente proceduto alle operazioni e di non aver avuto altro scopo che quello di far conoscere la verità".**
Si raccoglie il presente giuramento di traduzione stragiudiziale per gli usi consentiti dalla legge [2].

Letto, confermato e sottoscritto _____

IL DIRETTORE AMMINISTRATIVO
dr.ssa Annamaria RESTELLI

15.05.12 018319

NOTA BENE:
L'ufficio non assume alcuna responsabilità per quanto riguarda il contenuto della traduzione asseverata con il giuramento di cui sopra.

(1) "Falsità ideologica commessa dal privato in atto pubblico".
(2) R.D.1366/22; D.P.R. 396/2000 L. n° 445/2000.

Ministero della Giustizia

Sistema Informativo del Casellario

Certificato Penale del Casellario Giudiziale

(ART. 25 D.P.R. 14/11/2002 N.313)

CERTIFICATO NUMERO: 4733/2012/R

Al nome di:

Cognome	**ILLI**
Nome	**DANIELA**
Data di nascita	**26/10/1970**
Luogo di Nascita	**NOVARA (NO) - ITALIA**
Sesso	**F**

sulla richiesta di:	INTERESSATO
per uso:	AMMINISTRATIVO - ESENTE DA BOLLO (ART. 25 D.P.R. 14/11/2002 N.313)

Si attesta che nella Banca dati del Casellario giudiziale risulta:

NULLA

ESTRATTO DALL' UFFICIO:
CASELLARIO GIUDIZIALE - PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI BUSTO ARSIZIO

Si attesta l'avvenuto pagamento (art. 273 e 285 T.U. 30/5/2002 n. 115) del
☒ diritto di certificato **☐ diritto di urgenza**

BUSTO ARSIZIO, 09/05/2012 10:37

IL RESPONSABILE DEL SERVIZIO CERTIFICATIVO
(PISARIELLO ANNA)

A partire dal 1° gennaio 2012 il presente certificato non può essere prodotto agli organi della pubblica amministrazione o ai privati gestori di pubblici servizi (art. 40 D.P.R. 28 dicembre 2000, n. 445)

Ministry of Justice

Criminal Record Information System

Criminal Record Certificate
(Article 25 of Italian Presidential Decree No. 313 of 14 November 2002)

CERTIFICATE NUMBER: 4494/2012/R

Issued to:

Surname	**ILLI**
Name	**DANIELA**
Date of birth	**26/10/1970**
Place of Birth	**NOVARA (NO) – ITALY**
Gender	**F**

on request by: INTERESTED PARTY

for use: ADMINISTRATIVE – NOT SUBJECT TO STAMP DUTY (Article 25 of Italian Presidential Decree No. 313 of 14 November 2002)

It is hereby certified that the Criminal Record Database contains:

NO ENTRY

EXTRACTED BY THE OFFICE:
CRIMINAL RECORDS OFFICE – PUBLIC PROSECUTOR'S OFFICE AT THE BUSTO ARSIZIO DISTRICT COURT

I hereby certify payment (Articles 273 and 285 of Consolidated Law no. 115 of 30 May 2002) of
- **certificate fee**

BUSTO ARSIZIO, 09 May 2012 10:37

Circular stamp: PUBLIC PROSECUTOR'S OFFICE, BUSTO ARSIZIO

THE HEAD OF THE CERTIFICATION SERVICE
(PICARIELLO ANNA)
(illegible signature)

As of 1 January 2012 this certificate may not be presented to the organs of the public administration or to private operators of public services (Article 40 of Italian Presidential Decree no. 445 of 28 December 2000)

*** Certificate number: 4733/2012/R OF 09 MAY 2012

14/05/2012
Renata Sarfati
Traduttrice Giurata
Iscritta all'Albo dei Periti
del tribunale di Milano
col N. 5737 C.T.

N° iscrizione
5737CT

TRIBUNALE ORDINARIO DI MILANO

VERBALE DI GIURAMENTO DI TRADUZIONE STRAGIUDIZIALE DI TRADUTTORE ISCRITTO ALL'ALBO DEL TRIBUNALE DI Milano

In data 15 maggio 2012 **nella Cancelleria del Tribunale Ordinario di** Milano, **avanti al sottoscritto Cancelliere, è personalmente comparsa** la signora Renata Sarfati _____ **nata a** Milano _____ _____ **Il** 26/07/1936, **residente in** Milano _____, **via** Mercadante, 3 _____, **identificata con documento** Passaporto _____ _____ **n°** AA0953096 _____ **rilasciato da** Questura Milano _____ il 26/03/2007 ___ **iscritta nell'albo dei Traduttori del Tribunale** di Milano _____ **al n°** 5737CT ___ **per la/e lingua/e** inglese, francese, spagnolo _____, la _ quale esibisce la traduzione **dalla lingua** italiana _____ **alla lingua** inglese **da lei effettuata in data** 14/05/2012

e chiede di poterla giurare ai sensi di legge. Dichiara, altresì, che il documento tradotto è una copia.

Ammonita ai sensi dell'art. 193 c.p.c. e dell'art. 483 c.p.[1] la comparente presta il giuramento ripetendo le parole: **"Giuro di aver bene e fedelmente proceduto alle operazioni e di non aver avuto altro scopo che quello di far conoscere la verità".**
Si raccoglie il presente giuramento di traduzione stragiudiziale per gli usi consentiti dalla legge [2].

Letto, confermato e sottoscritto _____

IL DIRETTORE AMMINISTRATIVO
dr.ssa Anna[illegible]

TRIBUNALE ORDINARIO MILANO

15 0 12 018321

NOTA BENE:
L'ufficio non assume alcuna responsabilità per quanto riguarda il contenuto della traduzione asseverata con il giuramento di cui sopra.

(1) "Falsità ideologica commessa dal privato in atto pubblico".
(2) R.D.1366/22; D.P.R. 396/2000 L. n° 445/2000.

Ministero della Giustizia

Sistema Informativo del Casellario

Certificato Penale del Casellario Giudiziale

(ART. 25 D.P.R. 14/11/2002 N.313)

CERTIFICATO NUMERO: 4734/2012/R

Al nome di:

Cognome	**TALIN**
Nome	**FABIO**
Data di nascita	**30/11/1966**
Luogo di Nascita	**VALDAGNO (VI) - ITALIA**
Sesso	**M**

sulla richiesta di:	INTERESSATO
per uso:	AMMINISTRATIVO - ESENTE DA BOLLO (ART. 25 D.P.R. 14/11/2002 N.313)

Si attesta che nella Banca dati del Casellario giudiziale risulta:

NULLA

ESTRATTO DALL' UFFICIO:
CASELLARIO GIUDIZIALE - PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI BUSTO ARSIZIO

Si attesta l'avvenuto pagamento (art. 273 e 285 T.U. 30/5/2002 n. 115) del
☒ diritto di certificato **☐ diritto di urgenza**

BUSTO ARSIZIO, 09/05/2012 10:49

IL RESPONSABILE DEL SERVIZIO CERTIFICATIVO
(PICARIELLO ANNA)

A partire dal 1° gennaio 2012 il presente certificato non può essere prodotto agli organi della pubblica amministrazione o ai privati gestori di pubblici servizi.(art. 40 D.P.R. 28 dicembre 2000, n. 445)

Ministry of Justice

Criminal Record Information System

Criminal Record Certificate
(Article 25 of Italian Presidential Decree No. 313 of 14 November 2002)

CERTIFICATE NUMBER: 4494/2012/R

Issued to:

Surname	**TALIN**
Name	**FABIO**
Date of birth	**30/11/1966**
Place of Birth	**VALDAGNO (VI) – ITALY**
Gender	**M**

on request by:	INTERESTED PARTY
for use:	ADMINISTRATIVE – NOT SUBJECT TO STAMP DUTY (Article 25 of Italian Presidential Decree No. 313 of 14 November 2002)

It is hereby certified that the Criminal Record Database contains:

NO ENTRY

EXTRACTED BY THE OFFICE:
CRIMINAL RECORDS OFFICE – PUBLIC PROSECUTOR'S OFFICE AT THE BUSTO ARSIZIO DISTRICT COURT

I hereby certify payment (Articles 273 and 285 of Consolidated Law no. 115 of 30 May 2002) of
- **certificate fee**

BUSTO ARSIZIO, 09 May 2012 10:49

Circular stamp: PUBLIC PROSECUTOR'S OFFICE, BUSTO ARSIZIO

THE HEAD OF THE CERTIFICATION SERVICE
(PICARIELLO ANNA)
(illegible signature)

As of 1 January 2012 this certificate may not be presented to the organs of the public administration or to private operators of public services (Article 40 of Italian Presidential Decree no. 445 of 28 December 2000)

*** Certificate number: 4734/2012/R OF 09 MAY 2012

14/05/2012
Renata Sarfati
Traduttrice Giurata
Iscritta all'Albo dei Periti
del tribunale di Milano
col N. 5737 C.T.

N° iscrizione
5737CT

TRIBUNALE ORDINARIO DI MILANO

VERBALE DI GIURAMENTO DI TRADUZIONE STRAGIUDIZIALE DI TRADUTTORE ISCRITTO ALL'ALBO DEL TRIBUNALE DI Milano

In data 15 maggio 2012 **nella Cancelleria del Tribunale Ordinario di**

Milano, **avanti al sottoscritto Cancelliere, è personalmente comparsa** la signora

Renata Sarfati _____ **nata a** Milano _____

_____ **Il** 26/07/1936, **residente in** Milano _____,

via Mercadante, 3 _____ , **identificata con documento** Passaporto _____

_____ **n°** AA0953096 _____ **rilasciato da** Questura Milano _____

il 26/03/2007 ___ **iscritta nell'albo dei Traduttori del Tribunale** di Milano _____

al n° 5737CT ____ **per la/e lingua/e** inglese, francese, spagnolo _____,

la _ quale esibisce la traduzione **dalla lingua** italiana _____

alla lingua inglese **da lei effettuata in data** 14/05/2012

e chiede di poterla giurare ai sensi di legge. Dichiara, altresì, che il documento tradotto è una copia.

Ammonita ai sensi dell'art. 193 c.p.c. e dell'art. 483 c.p.[1] la comparente presta il giuramento ripetendo le parole: **"Giuro di aver bene e fedelmente proceduto alle operazioni e di non aver avuto altro scopo che quello di far conoscere la verità".**
Si raccoglie il presente giuramento di traduzione stragiudiziale per gli usi consentiti dalla legge [2].

Letto, confermato e sottoscritto _____

IL DIRETTORE AMMINISTRATIVO
dr.ssa Annamaria REGINELLI

TRIBUNALE ORDINARIO MILANO

15.05.12 018320

NOTA BENE:
L'ufficio non assume alcuna responsabilità per quanto riguarda il contenuto della traduzione asseverata con il giuramento di cui sopra.

[1] "Falsità ideologica commessa dal privato in atto pubblico".
[2] R.D.1366/22; D.P.R. 396/2000 L. n° 445/2000.

Ministero della Giustizia

Sistema Informativo del Casellario

Certificato Penale del Casellario Giudiziale

(ART. 25 D.P.R. 14/11/2002 N.313)

CERTIFICATO NUMERO: 4732/2012/R

Al nome di:

Cognome	**ORSI**
Nome	**MAURIZIO**
Data di nascita	**21/03/1969**
Luogo di Nascita	**DOMODOSSOLA (VB) - ITALIA**
Sesso	**M**

sulla richiesta di:	INTERESSATO
per uso:	AMMINISTRATIVO - ESENTE DA BOLLO (ART. 25 D.P.R. 14/11/2002 N.313)

Si attesta che nella Banca dati del Casellario giudiziale risulta:

NULLA

ESTRATTO DALL' UFFICIO:
CASELLARIO GIUDIZIALE - PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI BUSTO ARSIZIO

Si attesta l'avvenuto pagamento (art. 273 e 285 T.U. 30/5/2002 n. 115) del
☑ diritto di certificato ☐ diritto di urgenza

BUSTO ARSIZIO, 09/05/2012 10:37

IL RESPONSABILE DEL SERVIZIO CERTIFICATIVO
(PICARIELLO ANNA)

PROCURA DELLA REPUBBLICA BUSTO ARSIZIO

A partire dal 1° gennaio 2012 il presente certificato non può essere prodotto agli organi della pubblica amministrazione o ai privati gestori di pubblici servizi (art. 40 D.P.R. 28 dicembre 2000, n. 445)

Ministry of Justice

Criminal Record Information System

Criminal Record Certificate
(Article 25 of Italian Presidential Decree No. 313 of 14 November 2002)

CERTIFICATE NUMBER: 4494/2012/R

Issued to:

Surname	**ORSI**
Name	**MAURIZIO**
Date of birth	**21/03/1969**
Place of Birth	**DOMODOSSOLA (VB) - ITALY**
Gender	**M**

on request by: INTERESTED PARTY

for use: ADMINISTRATIVE – NOT SUBJECT TO STAMP DUTY (Article 25 of Italian Presidential Decree No. 313 of 14 November 2002)

It is hereby certified that the Criminal Record Database contains:

NO ENTRY

EXTRACTED BY THE OFFICE:
CRIMINAL RECORDS OFFICE – PUBLIC PROSECUTOR'S OFFICE AT THE BUSTO ARSIZIO DISTRICT COURT

I hereby certify payment (Articles 273 and 285 of Consolidated Law no. 115 of 30 May 2002) of
- **certificate fee**

BUSTO ARSIZIO, 09 May 2012 10:37

Circular stamp: PUBLIC PROSECUTOR'S OFFICE, BUSTO ARSIZIO

THE HEAD OF THE CERTIFICATION SERVICE
(PICARIELLO ANNA)
(illegible signature)

As of 1 January 2012 this certificate may not be presented to the organs of the public administration or to private operators of public services (Article 40 of Italian Presidential Decree no. 445 of 28 December 2000)

*** Certificate number: 4732/2012/R OF 09 MAY 2012

14/05/2012
Renata Sarfati
Traduttrice Giurata
Iscritta all'Albo dei Periti
del tribunale di Milano
col N. 5737 C.T.

N° iscrizione
5737CT

TRIBUNALE ORDINARIO DI MILANO

VERBALE DI GIURAMENTO DI TRADUZIONE STRAGIUDIZIALE DI TRADUTTORE ISCRITTO ALL'ALBO DEL TRIBUNALE DI Milano

In data 15 maggio 2012 **nella Cancelleria del Tribunale Ordinario di**

Milano, **avanti al sottoscritto Cancelliere, è personalmente comparsa** la signora

Renata Sarfati _____ **nata a** Milano _____

_____ Il 26/07/1936, **residente in** Milano_____,

via Mercadante, 3 _____ , **identificata con documento** Passaporto _____

_____ **n°** AA0953096 _____ **rilasciato da** Questura Milano_____

il 26/03/2007 ___ **iscritta nell'albo dei Traduttori del Tribunale** di Milano _____

al n° 5737CT ____ **per la/e lingua/e** inglese, francese, spagnolo _____,

la _ quale esibisce la traduzione **dalla lingua** italiana _____

alla lingua inglese **da lei effettuata in data** 14/05/2012

e chiede di poterla giurare ai sensi di legge. Dichiara, altresì, che il documento tradotto è una copia.

Ammonita ai sensi dell'art. 193 c.p.c. e dell'art. 483 c.p.[1] la comparente presta il giuramento ripetendo le parole: **"Giuro di aver bene e fedelmente proceduto alle operazioni e di non aver avuto altro scopo che quello di far conoscere la verità".**
Si raccoglie il presente giuramento di traduzione stragiudiziale per gli usi consentiti dalla legge [2].

Letto, confermato e sottoscritto

IL DIRETTORE AMMINISTRATIVO
dr.ssa A[illegible] ARESTELLI

15.05.12 018322

NOTA BENE:
L'ufficio non assume alcuna responsabilità per quanto riguarda il contenuto della traduzione asseverata con il giuramento di cui sopra.

(1) "Falsità ideologica commessa dal privato in atto pubblico".
(2) R.D.1366/22; D.P.R. 396/2000 L. n° 445/2000.

Ministero della Giustizia

Sistema Informativo del Casellario

Certificato Generale del Casellario Giudiziale

(ART. 24 D.P.R. 14/11/2002 N.313)

CERTIFICATO NUMERO: 5561/2012/R

Al nome di:

Cognome	SOGARO
Nome	FRANCESCO NICOLA MASSIMO
Data di nascita	24/03/1968
Luogo di Nascita	MILANO (MI) - ITALIA
Sesso	M

sulla richiesta di:	INTERESSATO
per uso:	LAVORO (ART. 24 D.P.R. 14/11/2002 N.313)

Si attesta che nella Banca dati del Casellario giudiziale risulta:

NULLA

ESTRATTO DALL' UFFICIO:
CASELLARIO GIUDIZIALE - PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI MILANO

Si attesta l'avvenuto pagamento (art. 273 e 285 T.U. 30/5/2002 n. 115) del
☒ diritto di certificato ☐ diritto di urgenza

MILANO, 17/01/2012 10:29

IL RESPONSABILE DEL SERVIZIO CERTIFICATIVO
(MARCHESE MATILDE ANTONIA)

A partire dal 1° gennaio 2012 il presente certificato non può essere prodotto agli organi della pubblica amministrazione o ai privati gestori di pubblici servizi (art. 40 D.P.R. 28 dicembre 2000, n. 445)

Ministry of Justice

Criminal Record Information System

Criminal Record General Certificate (Article 25 of Italian Presidential Decree No. 313 of 14 November 2002)

CERTIFICATE NUMBER: 5561/2012/R

Issued to:

Revenue stamp: €14.62

Surname	SOGARO
Name	FRANCESCO NICOLA MASSIMO
Date of birth	24/03/1968
Place of Birth	MILAN (MI) - ITALY
Gender	M

On request by for use:	INTERESTED PARTY EMPLOYMENT (Article 24 of Italian Presidential Decree No. 313 of 14 November 2002)

It is hereby certified that the Criminal Record Database contains:

NO ENTRY

EXTRACTED BY THE OFFICE:
CRIMINAL RECORDS OFFICE – PUBLIC PROSECUTOR'S OFFICE AT THE MILAN DISTRICT COURT

I hereby certify payment (Articles 273 and 285 of Consolidated Law no. 115 of 30 May 2002) of
- **certificate fee**

MILAN, 17 January 2012 10:29

Circular stamp: PUBLIC PROSECUTOR'S OFFICE, MILAN

THE HEAD OF THE CERTIFICATION SERVICE
(MARCHESE MATILDE ANTONIA)
(illegible signature)

As of 1 January 2012 this certificate may not be presented to the organs of the public administration or to private operators of public services (Article 40 of Italian Presidential Decree no. 445 of 28 December 2000)

*** Certificate number: 5561/2012/R OF 17 JANUARY 2012 PAGE 1 OF 1

14/05/2012
Renata Sarfat
Traduttrice Giurata
Iscritta all'Albo del
del tribunale di Milano
col N.

N° iscrizione
5737CT

TRIBUNALE ORDINARIO DI MILANO

VERBALE DI GIURAMENTO DI TRADUZIONE STRAGIUDIZIALE DI TRADUTTORE ISCRITTO ALL'ALBO DEL TRIBUNALE DI Milano

In data 15 maggio 2012 **nella Cancelleria del Tribunale Ordinario di**

Milano, **avanti al sottoscritto Cancelliere, è personalmente comparsa** la signora

Renata Sarfati _____ **nata a** Milano _____

_____ **Il** 26/07/1936, **residente in** Milano _____,

via Mercadante, 3 _____ , **identificata con documento** Passaporto _____

_____ **n°** AA0953096 _____ **rilasciato da** Questura Milano _____

il 26/03/2007 ___ **iscritta nell'albo dei Traduttori del Tribunale** di Milano _____

al n° 5737CT ____ **per la/e lingua/e** inglese, francese, spagnolo _____,

la _ quale esibisce la traduzione **dalla lingua** italiana _____

alla lingua inglese **da lei effettuata in data** 14/05/2012

e chiede di poterla giurare ai sensi di legge. Dichiara, altresì, che il documento tradotto è una copia.

Ammonita ai sensi dell'art. 193 c.p.c. e dell'art. 483 c.p.[1] la comparente presta il giuramento ripetendo le parole: **"Giuro di aver bene e fedelmente proceduto alle operazioni e di non aver avuto altro scopo che quello di far conoscere la verità".**
Si raccoglie il presente giuramento di traduzione stragiudiziale per gli usi consentiti dalla legge [2].

Letto, confermato e sottoscritto _____

IL DIRETTORE AMMINISTRATIVO
dr.ssa Annamaria BRESTOLI

15.05.12 018318

NOTA BENE:
L'ufficio non assume alcuna responsabilità per quanto riguarda il contenuto della traduzione asseverata con il giuramento di cui sopra.

(1) "Falsità ideologica commessa dal privato in atto pubblico".
(2) R.D.1366/22; D.P.R. 396/2000 L. n° 445/2000.

PROCURA DELLA REPUBBLICA DI MILANO
CERTIFICATO DEI CARICHI PENDENTI

Operatore: M014
Cognome: SOGARO
Nome: FRANCESCO NICOLA
nato/a il: 24/03/1968
in: MILANO
e residente in: MILANO
Per uso: LAVORO

****

Su richiesta dell' INTERESSATO si certifica, ai sensi dell'art.60 comma 1 CPP, che dal registro informatizzato delle notizie di reato risulta:

*** N E G A T I V O ***

MILANO, 17/01/2012

IL CANCELLIERE

OFFICE OF THE PUBLIC PROSECUTOR, MILAN
CERTIFICATE OF PENDING CRIMINAL PROCEEDINGS

Operator: M014
Surname: SOGARO
Name: FRANCESCO NICOLA
born on: 24/03/1968
in: MILAN
and resident in: MILAN
For use: EMPLOYMENT

Upon request by the INTERESTED PARTY, it is hereby certified pursuant to Article 60(1) of the Italian Code of Criminal Procedure, that the computerised register of reports of criminal offences contains:

NO ENTRY

This certificate may not be presented to the organs of the public administration or to private operators of public services (Article 15 of Italian Law no. 183 of 2011).

MILAN, 17 January 2012

Stamp: OFFICE OF THE PUBLIC PROSECUTOR AT THE MILAN DISTRICT COURT, Received certificate/copy fee equal to €3.54. Revenue stamp applied to the application (Article 285 of Italian Presidential Decree no. 115 of 2002. Milan, 16 January 2012. Circular stamp: OFFICE OF THE PUBLIC PROSECUTOR AT THE MILAN DISTRICT COURT. The official [illegible signature]

Stamp: THE REGISTRAR.
Circular stamp: OFFICE OF THE PUBLIC PROSECUTOR AT THE MILAN DISTRICT COURT.
Stamp: THE OFFICER OF THE COURT, Matilde Antonia Marchese [illegible signature]

14/05/2012
Renata Sarfati
Traduttrice Giurata
Iscritta all'Albo dei Periti
del tribunale di Milano
col N. 5737 C.T

N° iscrizione
5737CT

TRIBUNALE ORDINARIO DI MILANO

VERBALE DI GIURAMENTO DI TRADUZIONE STRAGIUDIZIALE DI TRADUTTORE ISCRITTO ALL'ALBO DEL TRIBUNALE DI Milano

In data 15 maggio 2012 **nella Cancelleria del Tribunale Ordinario di**

Milano, **avanti al sottoscritto Cancelliere, è personalmente comparsa** la signora

Renata Sarfati _____ **nata a** Milano _____

_____ **Il** 26/07/1936, **residente in** Milano _____,

via Mercadante, 3 _____ , **identificata con documento** Passaporto _____

_____ **n°** AA0953096 _____ **rilasciato da** Questura Milano _____

il 26/03/2007 ___ **iscritta nell'albo dei Traduttori del Tribunale** di Milano _____

al n° 5737CT ____ **per la/e lingua/e** inglese, francese, spagnolo _____,

la _ quale esibisce la traduzione **dalla lingua** italiana _____

alla lingua inglese **da lei effettuata in data** 14/05/2012

e chiede di poterla giurare ai sensi di legge. Dichiara, altresì, che il documento tradotto è una copia.

Ammonita ai sensi dell'art. 193 c.p.c. e dell'art. 483 c.p.[1] la comparente presta il giuramento ripetendo le parole: **"Giuro di aver bene e fedelmente proceduto alle operazioni e di non aver avuto altro scopo che quello di far conoscere la verità".**
Si raccoglie il presente giuramento di traduzione stragiudiziale per gli usi consentiti dalla legge [2].

Letto, confermato e sottoscritto _____ Renata Sarfati

IL DIRETTORE AMMINISTRATIVO
dr.ssa Annamaria RECCHELLI

15.05.12 018315

NOTA BENE:
L'ufficio non assume alcuna responsabilità per quanto riguarda il contenuto della traduzione asseverata con il giuramento di cui sopra.

[1] "Falsità ideologica commessa dal privato in atto pubblico".
[2] R.D.1366/22; D.P.R. 396/2000 L. n° 445/2000.

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION VENDOR AFFIRMATION, COLLUSION AND SUDAN/IRAN AFFIDAVITS AND CONDITION OF AWARD REQUIREMENTS

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT
SINGLE EXECUTION VENDOR AFFIRMATION, COLLUSION AND SUDAN/IRAN 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
- Affidavit – Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists
- 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.

Contract No. MDAD-05-12 **Federal Employer Identification No. (FEIN):** 68-0677005

Contract Title: LUGGAGE WRAPPING SERVICES AT MIAMI INT'L AIRPORT

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***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*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code*

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:

N/A _____ _____

_____ _____

_____ _____

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.

AFFIDAVIT - SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the {TRUESTAR U.S.A} ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

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

✓ has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

_____ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

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

(Signature of Authorized Representative)

FABIO TALIN
(Print Name of Authorized Representative)

Title PRESIDENT

Date MAY 31st, 2012

Notary Public Information

Notary Public – State of FLORIDA County of MIAMI DADE

Subscribed and sworn to (or affirmed) before me this 31 day of, MAY 20 12

by FABIO TALIN He or she is personally known to me ☐ or has produced I.D. ☒

Type of identification produced VALID PASSPORT

Jose Luis Villalba
COMMISSION # EE 198400
EXPIRES: MAY 15, 2016
WWW.AARONNOTARY.com

Signature of Notary Public

EE198400
Serial Number

Print or Stamp of Notary Public

MAY 15, 2016
Expiration Date

Notary Public Seal

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: TRUESTAR U.S.A. Project No. MDAD-05-12

Project Name: LUGGAGE WRAPPING SERVICES AT MIAMI INT'L AIRPORT

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender	Race
CROWN GLOBAL SERV CORP	JORGE L. GONZALEZ	LABOR	4,014,980	M	LATIN
//	//	LOGISTIC	778,057	M	LATIN
//	//	OTHERS	276,881	M	LATIN
ALAS INTERNATIONAL CORP	GERARDO RODRIGUEZ	SECURITY/&TSA COMPLIANCE	TO ESTABLISH	M	LATIN
//	//	TRAINING & GENERAL SERVICES	//	M	LATIN
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender**	**Race**
QUADCO PRINTING	JORGE QUADRENY	BROCHURE & PRINTING	12,632	M	LATIN
OLYMPIC TRANSFER	JAMES YEDO	TRANSPORT SERVICES	94,997	M	LATIN
ACE TRANSPORT	RUDY ALVAREZ	TRANSPORT SERVICES	5,168	M	LATIN
TRUESTAR GROUP SPA	TRUE SOUL ITALIA SRL	WRAPPING MACHINES	2,489,857	COMPANY	
SINAPSIS TRADING SL	TRUESTAR GROUP SPA	WRAPPING MACHINES	381,218	COMPANY	

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Entity/Respondent Signature | FABIO TALIN Print Name | PRESIDENT Print Title | MAY 31st, 2012 Date

(Duplicate if additional space is needed)

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: TRUESTAR USA Project No. MDAD-05-12

Project Name: LUGGAGE WRAPPING SERVICES AT MIAMI INT'L AIRPORT

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender	Race
N/A					
CMB COMMUNICATIONS CORP.	CARLOS MARTINEZ	VBE: MARKETING SUPPORT	TO ESTABLISH	M	LATIN

Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Supplier Dollar Amount	(Principal Owner) Gender	Race
THE PRINTING PLANET	GABRIEL MAS	PRINTING WORKS	42,188	M	LATIN
MANULI PACKAGING	MANULI INDUSTRIES	PLASTIC FILM	117,495	COMPANY	
TOTAL PACK INC	OSCAR TOBON	PLASTIC FILM & ADESIVE LABELS	116,653	M	LATIN
SHANGAI IMPORT	SHANGAI INC	CORDURA BAGS	38,000	COMPANY	
I.F.M. IMPORT-EXPORT	HERIBERTO MORENO	BAGS	40,000	M	LATIN

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Entity/Respondent Signature | FABIO TALIN Print Name | PRESIDENT Print Title | MAY 31st 2012 Date

(Duplicate if additional space is needed)