Memorandum

MIAMI-DADE COUNTY

Date:	December 3, 2013
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez County Mayor
Subject:	Award Recommendation for Retail Concessions Program 2012, Package 1, RFP No. MDAD-07-12

Agenda Item No. 8(A)(1)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the award of a Non-Exclusive Lease and Concession Agreement for the Retail Concessions Program 2012, Package 1 (nationally branded chicken franchise and two "open" nationally branded franchises), to Master ConcessionAir, LLC. It is further recommended that the Board authorize the Mayor or designee to execute the attached Agreement and exercise any renewal and terminations within, with the exhibits on file with the Clerk of the Board.

SCOPE

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

DELEGATED AUTHORITY

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

FISCAL IMPACT/FUNDING SOURCE

The concessionaire shall pay the Miami-Dade Aviation Department (MDAD) the greater of 13% of gross revenues or the Minimum Monthly Guarantee. The Minimum Annual Guarantee (MAG) submitted by Master ConcessionAir, LLC, is $631,218.00.

TRACK RECORD/MONITOR

Master ConcessionAir does not have a direct lease agreement with Miami-Dade County. It does have a sub-contract under the current Host International Inc. lease agreement and has performed satisfactorily under this lease according to MDAD Airport Concession Business Development Project Manager Byron Hoffman, who will monitor the Agreement.

DUE DILIGENCE

Pursuant to Resolution R-187-12, due diligence was conducted to determine Master ConcessionAir's responsibility, including verifying corporate status and that there are no performance or compliance issues. The reviewed lists include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the responsibility of Master ConcessionAir.

BACKGROUND

The Request for Proposals (RFP) was advertised on November 9, 2012, for qualified firms to submit proposals to operate a food and beverage location with three (3) concepts at MIA consisting of a nationally branded fried chicken and two "open" nationally branded offerings. The restaurants are to be located pre-security in the North Terminal at Checkpoint Four (4). The Selection Committee met July 9, 2013, to review the proposals submitted by the three (3) responding companies on Package 1 -- Beyond Expectations Carmen Morris Concessions, LLC; Sun Concessions, LLC; and Master ConcessionAir, LLC. The County Attorney's Office found Sun Concessions non-responsive. The Committee met August 13, 2013, to hear oral presentations from the two (2) remaining proposers for Package 1. The concepts provided by Master ConcessionAir, LLC, were Kentucky Fried Chicken, Taco Bell, and Pizza Hut. Beyond Expectations proposed with Popeyes, Bennigan's, and Steak 'n Shake. At the conclusion of the presentations, the price scores were calculated and committee members rated the proposers based on the RFP selection criteria. The results were:

PACKAGE 1	TECHNICAL POINTS	PRICE	PRICE POINTS	OVERALL SCORE (TECHNICAL /PRICE)	OVERALL RANKING
Master ConcessionAir, LLC	3,753	$631,218.00	892	4645	1
Beyond Expectations Carmen Morris Concessions, LLC	3,260	$708,000.00	1000	4260	2

Based on the final results, the Committee recommended award to Master ConcessionAir, LLC.

PROJECT: Retail Concessions Program 2012, Package 1

PROJECT LOCATION: Miami International Airport

TERM OF CONTRACT: Eight (8) years

OPTION(S) TO RENEW: The term may be extended for two (2) years if mutually agreed to in writing by both parties.

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

CONTRACT MEASURES ACHIEVED: 100%, Master ConcessionAir, LLC is a certified ACDBE

COMPANY NAME: Master ConcessionAir, LLC

COMPANY PRINCIPAL(S): Managing Members:
Pedro Amaro, Jr.
Jose Alberni

GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN: Hispanic Male

LOCATION OF COMPANY:	Miami International Airport, Concourse F #3472 Miami, FL 33122
PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS:	None
INSPECTOR GENERAL:	Provisions included
USER DEPARTMENT:	Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: December 3, 2013

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

SUBJECT: Agenda Item No. 8(A)(1)

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)(1)
12-3-13

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A NON-EXCLUSIVE LEASE AND CONCESSION AGREEMENT, RETAIL CONCESSIONS PROGRAM 2012, PACKAGE 1, RFP NO. MDAD-07-12, TO MASTER CONCESSIONAIR, LLC, WITH A MINIMUM ANNUAL GUARANTEE OF $631,218.00, AND FOR A TERM OF EIGHT (8) YEARS, WITH A TWO (2) YEAR OPTION TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN

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 Non-Exclusive Lease and Concession Agreement, Retail Concessions Program 2012, Package 1, RFP No. MDAD-07-12, between Miami-Dade County and Master ConcessionAir, LLC, in substantially the form attached hereto and made a part hereof, with a Minimum Annual Guarantee of $631,218.00, and for a term of eight (8) years, with a two (2) year option to renew; all as more particularly set forth in the attached memorandum from the Mayor. This Board authorizes the Mayor or Mayor's designee to execute the Agreement, for and on behalf of the County, and to exercise the renewal and termination provisions therein.

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of December, 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

NON-EXCLUSIVE LEASE AND CONCESSION

AGREEMENT

BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

MASTER CONCESSIONAIR, LLC

FOR THE RETAIL CONCESSIONS PROGRAM 2012

PACKAGE NO. 1

AT

MIAMI INTERNATIONAL AIRPORT

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Exhibit M – Labor Peace Agreement(s) (Submitted by Successful Proposer)
Exhibit N – ACDBE Participation Plan Provisions and Executed Forms from Successful Proposer

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 term **"Agreement"** 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"** shall mean Miami International Airport.

The term **"Airport Concession Disadvantaged Business Enterprises or ACDBE"** shall have the meaning described in Section 14.0 of this Agreement entitled "Airport Concession Disadvantaged Business Enterprises".

The term **"Approved Improvements"** are the improvements to a Location which has been approved by the Department which may include the design, engineering, construction, equipment, furniture, fixtures, and flooring and signage.

The term **"AS IS"** shall mean that the Successful Proposer will receive a Location that is not in a "prepared shell" (vanilla box) condition. Assumption of an AS IS space may include a demolition phase in the project.

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

The term **"Base Building Work"** shall mean the sub-flooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which the County installs or causes to be installed in the terminal building.

The term **"Beneficial Occupancy"** shall mean the date when a Certificate of Occupancy or Temporary Certificate of Occupancy has been received for the Locations.

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

The term **"Capital Improvement Program"** or **"CIP"** shall mean the Airport's construction program that will involve the refurbishment of terminal interiors, airline relocation, changes in access to the terminal and concourses, construction of new concession Locations, and other improvements throughout the Airport.

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

The term **"Common Logistics Fee"** shall mean an amount to be invoiced as a separate line item and collected from the Concessionaire for the purpose of reimbursing, without profit or administrative markup, a County imposed or approved logistics program which the Concessionaire may be reimbursed for actual out-of-pocket expenses incurred excluding any administrative overhead in order to lease off-Airport properties for storage or operate on the

Airport and operating a common logistical support service as may be necessary for the efficient operation of the Retail Program.

The term **"Common Logistics Program"** shall mean a program to offer logistics support either on or off Airport which may include leasing of Airport property for storage; delivery services or equipment necessary to the operation of a common logistics system.

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

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 **"Concession Design Guidelines"** shall mean MIA's distinct design guidelines.

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

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

The term **"Department"** or **"MDAD"** shall mean the Miami-Dade Aviation Department.

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

The term **"Gross Revenues"**, as used in this Agreement, shall mean all percentage fees, if any, paid or payable by the Concessionaire and any consideration of determinable value paid or payable to the Concessionaire by any third party (for example, retail display allowances and other promotional incentives). However, 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 Department approved marketing plan. The term **"Gross Receipts"** shall mean Gross Revenues received by Concessionaire as a result of operations.

The term **"Labor Peace Agreement"** shall refer to the agreement entered in to between the Successful Proposers and labor organization(s) pursuant to Sub-Article 16.03 of this Lease and Concession Agreement.

The term **"Lease Effective Date"** shall mean the tenth (10th) business day after the date of execution by the Mayor and attested by the Clerk of the Board of this Lease and Concession Agreement.

The term **"Locations"** shall mean the concession Locations as depicted on Exhibit A, "Locations".

The term **"Location Commencement Date"** shall mean for each Location, the date of Beneficial Occupancy or 180 Days after the Turnover Date.

The term "**Non-exclusivity**" shall mean as ascribed in Sub-Article 1.08 of this Agreement.

The term **"Market Basket "** shall mean that MIA concession store prices shall not exceed by more than 10% stated market basket of a selection of three (3) Greater Miami Area Locations where visitors may purchase similar product categories excluding stadiums, arenas, amusement and entertainment venues and hotels.

The term **"National Branded"** shall mean a "Quick Service" restaurant chain that generates at least Fifty Million Dollars ($50,000,000.00) aggregate sales volume per year and is operating at least fifty (50) locations in at least three states.

The term **"North Terminal"** shall mean the area of the terminal building and concourses, within the north part of the MIA terminal area, landside or airside, which was known as Concourse D.

The term **"Percentage Fee To The Department"** shall mean the Concessionaire shall pay the Department the total percentage fee of Gross Revenues or the Monthly Rent, whichever is greater. The monthly percentage fee shall be due on the tenth (10th) Day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

The term **"Refurbishment of Locations"** shall mean the refurbishment and expenditure by the Concessionaire of not less than fifty dollars per square foot ($50 psf) for Approved Improvements 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.

The term **"Retail Concessions Design Guidelines"** shall mean MIA's distinct design guidelines in the North, Central, and South Terminals as set forth in Exhibit E.

The term **"Shell Condition"** shall mean smooth concrete floors, demising studs and walls, and the utility services listed below (conduits, lines, pipes, etc.) stubbed to the lease lines of the Locations or area immediately adjacent thereto for electric, telephone and data communications, heating ventilating and air conditioning systems including ducts ("HVAC"), fire alarm system and fire sprinkler system. **Note: the Locations under RFP 07-12 are considered to be "AS IS".**

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 known as Concourses H and J and the connecting concession hall.

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

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

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

The word **"Terminal"** 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 "**Turnover Date**" shall mean the date approved by the Department for the Concessionaire to commence construction of the Locations.

LEASE AND CONCESSION AGREEMENT FOR A NON-EXCLUSIVE RETAIL CONCESSIONS PROGRAM 2012 AT MIAMI INTERNATIONAL AIRPORT

THIS LEASE AND CONCESSION AGREEMENT is made and entered into as of this _____ day of _____, 20__, by and between **MIAMI-DADE COUNTY, FLORIDA** ("County"), a political subdivision of the State of Florida, and Master ConcessionAir, LLC ("Concessionaire"), a corporation 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 Department desires to create a retail and food & beverage concessions program in conjunction with the development program for the North Terminal and Rental Car Center; and

WHEREAS, the retail and food & beverage concessions program is designed to provide a locally, nationally, and internationally recognized themed tenant base; and

WHEREAS, the retail and food & beverage concessions program will enhance the accommodations and conveniences of airline passengers and Airport patrons, 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-07-12 was issued by the County 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 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 Locations, Exhibit A, commencing upon the Lease Effective Date of this Agreement; and shall expire at 11:59 o'clock P.M. on the eighth (8th) year unless extended or sooner terminated. In no event shall this Agreement afford Concessionaire or any other party any right to use or occupy the Locations (or any part thereof) after the expiration, or termination of this Agreement.

1.02 EXTENSION: At the sole discretion of the County, the initial eight (8) year Term may be extended for a maximum of one (1), two (2) year term provided the extension is mutually agreed to by the County and the Concessionaire in writing.

In the event the County elects to extend the Agreement, the Concessionaire shall be notified, in writing, no less than one hundred twenty (120) Days prior to the expiration of the Term. The Concessionaire may elect not to agree to the extension, and, if so, must notify the Department thirty (30) 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"** of the Lease and Concession Agreement beyond applicable grace and cure periods, the County shall not exercise its rights to extend the Agreement.

1.03 LOCATIONS: The Department hereby provides to the Concessionaire the Locations as depicted in Exhibit A, Locations.

1.04 SUPPORT SPACE: In addition to the Locations provided to the Concessionaire in **Sub-Article 1.03 "Locations"**, the Department may provide administrative and support space, if available, to the Concessionaire.

The Concessionaire shall pay monthly rental payments for the Concessionaire's administrative and storage space at the rate applicable for terminal rental payments and annual adjustments as provided for in **Sub-Article 3.06 "Annual Rent"**.

1.05 STORAGE SPACE: The Department may make available to the Concessionaire storage space outside of Locations, if available.

1.06 NOT USED

1.07 ADDITION, DELETION AND MODIFICATION OF LOCATIONS:

A. ADDITION OF LOCATIONS: If at any time after the Lease Effective Date, the Department, **at its sole discretion**, identifies any additional Locations for concession development comparable to the concept categories in this Agreement, the Department may, but is not required to, offer such additional Locations to the Concessionaire upon written notification. The Concessionaire will have thirty (30) Days to submit a written response accepting or rejecting the additional Locations. Acceptance of any additional Locations will require the Department and the Concessionaire to mutually agree upon an applicable retail category as described in Exhibit A at the applicable category percentage fee, **Sub-Article 3.05, "Concessions Category Percentage Fee"**, prior to final approval.

B. ADDITION OF TEMPORARY LOCATIONS: The Department reserves the right to require the Concessionaire to provide, and cause to be operated, temporary Locations. Any rents for these Locations are subject to the terms of this Agreement.

All such concepts, plans, fixtures, equipment and merchandising are subject to review and approval by the Department and, to the extent necessary, other County agencies.

C. **DELETION OR MODIFICATION OF LOCATIONS:** The Department reserves the right, at its sole discretion, to delete or modify the Locations, or any administrative support and storage spaces due to Airport development/construction, operational necessity, and security or safety considerations. In the event of such deletion or modification the Concessionaire shall be given no less than: (i) thirty (30) Days written notice, for such deletion or modification due to operational necessity, and security or safety considerations; and (ii) sixty (60) Days written notice, for such deletion or modification due to development/construction.

The Department shall not be held liable to the Concessionaire (except for reimbursement of the unamortized costs, pursuant to **Sub-Article 4.09, "Amortization Schedule",** for any inconvenience or loss of business as a result of the deletion or modification of any Locations or other space pursuant to this Sub-Article. In the event that the Department provides alternate Locations the Concessionaire agrees to pay the Department the total percentage fee of Gross Revenues or the Monthly Rent, whichever is greater, derived from such Locations pursuant to Sub-Article 3.04 **"Percentage Fee to the Department"**. The MAG shall not be adjusted based on any other Locations.

D. **ADMINISTRATIVE REVISIONS:** This Agreement shall be administratively revised to reflect any additions, deletions or modifications to the Locations pursuant to the provisions herein. Such revision will include revised exhibits and appropriate changes to the Location(s) in **Sub-Articles 1.03 "Locations", 1.04 "Support Space", and 1.05 "Storage Space"** and total payments due the Department in accordance with **Article 3, "Rentals, Payments and Reports"** and **Article 2, "Use of Locations".**

1.08 NON-EXCLUSIVITY: 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 competitive services, products or items by other Concessionaires and/or others in other locations at the Airport during the Term and any Extension of this Agreement.

1.09 CONDITION OF THE LOCATIONS: CONCESSIONAIRE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE DEPARTMENT IS LEASING THE LOCATIONS 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 LOCATIONS including: (i) the quality, nature, adequacy and physical condition and aspects of the Locations, including utility systems; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Locations; (iii) the development potential of the Locations, the use of the Locations, and the habitability, merchantability, or fitness, suitability, value or adequacy of the Locations for any particular purpose; (iv) the zoning or other legal status of the Locations or any other public or private restrictions on use of the Locations; (v) the compliance of the Locations 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 Locations; (vii) the quality of any labor and materials used in any improvements on the Locations; (viii) the condition of title to the Locations; and (ix) the agreements affecting the Locations, including any statements relating to the potential success, or profitability of such Proposal. Concessionaire represents and warrants that it has made an independent investigation of all aspects 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 Locations in their existing condition, and hereby expressly agrees that if any remediation or restoration is required, in order to conform the Locations 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 locations 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.

1.10 CAPITAL IMPROVEMENT PROGRAM: The Capital Improvement Program (CIP) is currently underway and will involve the refurbishment of terminal interiors, airline relocation, changes in access to the terminal and concourses, construction of new concession Locations, 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 Locations, and **THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM AND ANY EXTENSION OF THIS AGREEMENT.**

1.11 REQUEST FOR PROPOSAL INCORPORATED: The Concessionaire acknowledges that it has submitted to the County a Proposal, in response to a Request for Proposal (RFP), that was the basis for the award of this Agreement and upon which the County relied. The RFP and the proposal are incorporated into this Agreement. **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 LOCATIONS

2.01 LOCATIONS: The Locations as referenced in Exhibit A, "Locations" shall be used solely for their assigned and approved concept. Failure to maintain the concept category pursuant to **Article 2 "Use of Locations"** may result in Damages as indicated in **Sub-Article 3.23 "Damages".**

2.02 USE OF LOCATIONS: The Concessionaire shall develop, market, and manage the retail sale of and operate and maintain the Locations, depicted in Exhibit A, "Locations", for the purpose of establishing high quality, state of the art retail concession as approved by the Department.

2.03 CONCESSIONAIRE SERVICES AND SALES RIGHTS: The Concessionaire shall not allow any services or the sale of any item or product not specifically covered by the categories approved in this Agreement. Any such sales by the Concessionaire of services, products, or items not specifically approved herein, in writing by the Department, may 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 Damages pursuant to **Sub-Article 3.23 "Damages"**. Upon the assessment of thirty (30) Days of Damages against a Concessionaire for violation committed by such Concessionaire or, a notice of default will be tendered.

2.04 NOT USED

2.05 SCOPE OF SERVICES: The Concessionaire hereby agrees that it will finance, develop, design and construct, manage, operate and maintain the Location depicted in Exhibit A, "Locations", which has been awarded to the Concessionaire, for the purpose of establishing high quality, state of the art, food and beverage concessions as approved by the Department. Its responsibilities are further defined but not limited to the following:

A. Financing:

1. Be capable of financing the design, construction and build out of the Location depicted on Exhibit A, "Locations" which has been awarded to the Concessionaire.

2. Develop a financial plan indicating the source of funding for capital investment and continued maintenance and operation of the Location.

B. Developing:

1. Design a location and layout for each of the concept categories in concert with the appropriate Exhibit E, Retail Concessions Design Guidelines.

2. Ensure that the proposed concession in part represents a sense of place of the Miami-Dade area, and includes some local participation. The Concessionaire shall specify how the design will convey or reflect the character of Miami-Dade County, its residents, and/or Miami-International Airport.

C. Design and Construction Coordination:

Design and Construction Coordination requirements are detailed in **Article 4 "Improvements to the Location".**

D. Managing

The Concessionaire shall:

1. Design a concession program fulfilling the concept category and submit a merchandising plan initially and for annual review until expiration of the Agreement identifying the product categories for each Location. The store layout plan will be reviewed no less than annually and the store layout will be updated as necessary throughout the Agreement.
2. Manage the Location in a way that maximizes the highest and best use and financial return to the Department.
3. Monitor and enforce compliance with the terms and conditions of the Lease and Concession Agreement including but not limited to, use clauses, customer service, insurance, pricing, capital expenditures, quality of merchandise, hours of operation, detailed reporting of sales, payment of fees, rent, and signage.
4. Function as operations liaison between the Department, governmental agencies, and others.
5. Maintain permanent records for each Location leased.
6. Maintain computerized records on a commercially available property management software program acceptable to the Department. Programs and all data collected should be available to the Department on-line (digital and electronic).
7. Develop, maintain and make available, if requested, all files to include copies of licenses, permits, insurance certificates, and letters of credit.
8. Provide from time to time, as requested by the Department, annual financial statements demonstrating its financial capacity to perform its obligations under the terms of the Agreement.

E. Operating

The Concessionaire shall:

1. Provide quality control audits and reports, including maintenance of the street pricing requirements covering compliance with contract requirements, cleanliness of the Location, timeliness of service, quality of the product.
2. Generate monthly reports to the Department, including sales by unit, concept and Location.
3. Develop annual revenue projections by month by its store by Location, concession category, and by product category to be updated on a regular basis.

4. Generate and provide the Department monthly airport revenue reports, and such other financial and management reports as are usual and customary in sophisticated airport concession management programs. Prepare other reports and analyses as may be requested periodically by the Department, including number of transactions per hour, average sales per transaction, and sales per product category.
5. Provide on-site staff to perform daily functions as required by the Scope of Services and the Standards of Operations identified in this Lease and Concession Agreement, subject to acceptance by the Department.
6. Ensure compliance with the Department and other governmental agency ID Badging requirements.
7. Implement any new policies, and procedures, and operational directives as issued from time to time by the Department.
8. Ensure payment is submitted with the Monthly Report of Gross Revenues to the Department.
9. Respond to customer/passenger complaints on a timely basis. Ensure customer service program compliance. The Concessionaire will submit its customer service-training program within thirty (30) days of the Lease Effective Date of the Agreement, for the Department's review and approval.
10. Coordinate and implement regular employee customer service training programs, to include employees from the Concessionaire.
11. Participate in an airport-wide customer service program implemented by the Department.

F. Maintaining

The Concessionaire shall:

1. Maintain or cause to maintain the Location pursuant to Department standards, which may be promulgated from time to time.
2. Coordinate and maintain general oversight of deliveries of goods and products for the concession operations from any designated on or off-Airport storage area.
3. The Concessionaire shall take such corrective action as necessitated to maintain Location in acceptable condition as required by the Department.

G. ACDBE Plan: (ACDBE participation is voluntary, but not required for this contract.)

1. Maximize ACDBE by meeting or exceeding the ACDBE goal under this Lease and Concession Agreement.
2. Develop, implement, manage, and monitor a program to identify and include Local/Small/ACDBE businesses in the concession programs.
3. Describe the extent and type of ACDBE subleasing in the Program.

4. Submit an ACDBE business opportunities outreach program for concession opportunities, subject to the Department's approval.

2.06 ANNUAL PLAN SUBMISSION: MDAD may require that the Concessionaire prepare a marketing plan. If required, the marketing plan shall be submitted to the Department on or before ninety (90) Days prior upcoming fiscal year for the Department (October 1 – September 30). The Department shall have forty-five (45) Days after receipt of the foregoing plan to approve or disapprove the same in its 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 any further submission of plans.

2.07 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 Locations, or bring or keep anything thereon which might (i) increase in any way the rate of fire insurance on the MIA 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 MIA Terminal Building; (c) commit or suffer to be committed any waste upon the Locations; (d) use, or allow the Locations 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 of County Commissioners, or the appearance of the Airport; (f) construct any improvement on or attach any equipment to the roof of the Airport; or utilize or permit the utilization of the Locations in any manner inconsistent with any security regulation of the County, State, or Federal governments.. 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 MIA 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 (MAG): As consideration for the privilege to engage in business at Miami International Airport, Concessionaire shall pay the Department the amount of $631,218.00 annually as may be adjusted by the prorated amount stated below and subject to recalculation pursuant to **Sub-Article 3.03 "Recalculation of the Minimum Annual Guarantee"**, inclusive of Location and Location Storage rent.

The Minimum Annual Guarantee ("MAG") payment shall be in U.S. funds, prorated and payable in twelve equal monthly payments ("Minimum Monthly Guarantee" or "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.

The MAG shall commence upon the Location Commencement Date and is comprised of a rent payment of $76.77 per square foot annually for each square foot of Location space occupied and the amount by which the stated MAG above, as adjusted and recalculated from time to time, exceeds the Location rent. Payment of the MAG shall commence upon Location Commencement Date, and Concessionaire shall only pay the total percentage fee of Gross Revenues or the Monthly Rent, whichever is greater, pursuant to **Sub-Article 3.04 "Percentage Fee to the Department".**

3.02 NOT USED

3.03 RECALCULATION OF THE MINIMUM ANNUAL GUARANTEE: The Minimum Annual Guarantee shall be recalculated as of the first day of the month immediately following the anniversary of the Location Commencement Date and every year thereafter. An appropriate adjustment will be made to reflect the change in the Consumer Price Index ("CPI") for all urban consumers ("CPI-U") in the South Region Average: All Items, for the published, preceding twelve-month period.

3.04 PERCENTAGE FEE TO THE DEPARTMENT: The Concessionaire shall pay the Department the total percentage fee of Gross Revenues or the Minimum Monthly Guarantee; whichever is greater. The monthly percentage fee shall be due on the tenth (10th) Day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

The Monthly Percentage Fee payments to the Department shall commence upon the Beneficial Occupancy for the Location.

Monthly Percentage Fee payments to the Department payable on any unreported Gross Revenues, determined by the annual audit required pursuant to Sub-Article 3.18 "Annual Audit", are considered as having been due on the tenth (10th) Day of the month following the month during which the unreported Gross Revenues were received or accrued.

To the extent the Concessionaire and the Department mutually agree to change a concept category for the Location, then the corresponding percentage fee, as listed per category in Sub-Article 3.05, "Concessions Category Percentage Fee", will be adjusted accordingly.

3.05 CONCESSIONS CATEGORY PERCENTAGE FEE: The Concessionaire shall pay the Department the Percentage Fee for the corresponding category.

The following is the applicable "Percentage Fee per Category" acceptable for each concept category.

CONCEPT CATEGORY	APPLICABLE PERCENTAGE
FOOD & BEVERAGE	
National Branded Concept	**13%**
Alcohol	**21%**
Beer & Wine	**18%**

3.06 ANNUAL RENTAL: The Concessionaire shall be required to pay rent at the prevailing Class VI Terminal rates for the lease of the Locations in Exhibit A pertaining to Commercial Areas, prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand, at the offices of the Department as set forth in **Article 3.16, "Address for Payments".**

The Concessionaire shall be required to pay rent for the administrative and support space at the prevailing Class VI Terminal rates which will be prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand. Payments shall commence on the beneficial occupancy date. The Class VI Terminal rate for Locations in Exhibit A is $76.77 per square foot based on rates in effect as of October 1, 2012.

3.07 ANNUAL RENTAL RATE ADJUSTMENT: On October 1st of each year of the Agreement, the rental rates, pursuant to **Article 3.06, "Annual Rental"** shall be subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board of County Commissioners, 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 1st date. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten (10) Days of same.

3.08 COMMON WAREHOUSE LOGISTICS FEE: In the event the Department initiates a Common Logistics Program the actual costs incurred to rent any such off-Airport properties for storage and the actual costs incurred in the operation of the common logistical support service program (including the purchase or renting of any equipment needed to operate such program), as may be determined by the Department and/or Concessionaire from time to time, shall be included in the Common Logistics Fee. The Department reserves the right to approve and review the basis of the actual costs and allocation thereof should the Concessionaire elect to implement a common logistics support service program. The Department also reserves the right to either itself impose or require that the Concessionaire impose the Common Logistics Fee in a non-discriminatory manner within store categories. In the event the County elects to implement such fee, the Concessionaire shall be notified, in writing, no less than forty-five (45) Days prior to the implementation of such fee. The Concessionaire may elect not to agree to the fee by opting out of the Agreement in its entirety, and, if so, must notify the Department thirty (30) Days after receipt of written notification by the Department. In the event the Concessionaire does not give such notice, the fee will be implemented accordingly.

3.09 CONCESSION MARKETING FEE: A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening on the twentieth (20th) of each month to be used for marketing the concessions at the Airport.

3.10 MAG PERFORMANCE BOND: Within ten (10) Days of the Location Commencement Date, the Concessionaire shall provide the Department a Performance

Bond to guarantee payment of the MAG and 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), provided for in **Sub-Article 3.01, Minimum Annual Guarantee"**, which is equal to $473,413.50 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 $0. 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 Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of MDAD Risk Management:

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.

3.11 TAXES: The Concessionaire shall be solely responsible for the payment of all applicable 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, Damages and charges levied thereon. The Concessionaire hereby agrees to indemnify the County and 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 Damages payable by the Department as a result thereof. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

3.12 REPORTS OF GROSS REVENUES: On or before the tenth (10th) Day following the end of each month throughout the Term and any Extension of this Agreement, the Concessionaire shall furnish to the Department, a Statement of Monthly Gross Revenues, using Exhibit I "Monthly Report of Gross Revenues". The report shall account for each Location(s) under this Agreement, and provide information on the percentage fee due to the Department pursuant to **Sub-Article 3.04 "Percentage Fee to the Department"**. 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 by Locations reported to the Concessionaire during such month. Failure to comply within ten (10) Days following the due date of the report shall result in a late fee of fifty dollars ($50.00) per Day, to a maximum of $750 a month, as provided in **Sub-Article 3.23 " Damages"**.

3.13 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.

3.14 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. Such rate is currently 1½% delinquency charge per month.

3.15 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), or Forty Dollars ($40.00), if the face value of the dishonored check is three hundred dollars ($300.00) or more, or five percent (5%) of the face value of such dishonored check or draft, whichever is greater, plus Damages imposed by law. 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.

3.16 ADDRESS FOR PAYMENTS: The Concessionaire shall pay all monies payable and identify the Lease and Concession Agreement for which payment is made, 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, FL 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, 305-876-7711.
By Credit Card:	Miami-Dade Aviation Department Finance Division- Cashier's Office 305-876-0652

3.17 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.

3.18 ANNUAL AUDIT: Within ninety (90) Days of each anniversary of the Lease Effective Date of this Agreement and within ninety (90) 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 Audit 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. 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 3.20** together with interest on any underpaid percentage fees at the rate set forth in **Sub-Article 3.14.**

3.19 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 Locations on or off the Airport, which the Concessionaire may use as administrative, maintenance and operational Locations, 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 Locations located on the Airport, the Department shall give advance notice to the Concessionaire.

If it is established that the percentage fees have been underpaid to the Department, the Concessionaire shall forthwith, pay the difference with interest thereon at the rate set forth in **Sub-Article 3.14 "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.

3.20 RECORDS AND REPORTS: The Concessionaire shall, at all times during the Term of this Agreement or any Extension 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 in the Locations, in a form consistent with good accounting practice. In addition, Concessionaire shall install or cause to be installed for use at all times in the Locations such devices and forms as are reasonably necessary to record properly, accurately and completely all merchandise sales and services from each Locations. 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 (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 for the Locations showing all Gross Revenues and all exclusions from Gross Revenues by category, 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, including the general ledger and bank statements and all federal, state and local tax returns, shall be made available, either at the Locations, 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 Locations 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.

3.21 **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 due and subject to an additional administrative fee of twenty-five percent (25%) of such payment, obligation, or expense.

3.22 **UTILITIES:** The cost of all utilities used or consumed on the Locations shall be borne by the Concessionaire; provided, however, except with respect to the Concessionaire's support and storage space as defined in **Sub-Articles 1.04 and 1.05** at the Airport. The Department requires the Concessionaire where such capability exists, to provide and install meters for utilities used at the Concessionaire's expense. If the Locations is not provided with separate electric, gas, and/or water meters, the Concessionaire agrees to pay for such utilities in the Locations as a monthly charge, plus any applicable taxes, upon billing by the Department, or utility companies. 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) 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.

3.23 **DAMAGES:** If Concessionaire defaults under any of the covenants or terms and conditions, of this Agreement, Department shall impose the financial Damages described below, as a result of the violation(s), on a daily basis, in addition to any other Damages permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Violation	Fee
Violation of Permitted Use	$100 per Day/per Location(s)
Failure to Maintain Required Hours of Operation	$25 per hour/per Location(s)
Failure to Submit Required Documents and Reports*	$50 per Day/per Location(s)
Unauthorized Advertising	$50 per Day/per Location(s)
Failure to maintain Market Basket Pricing or to conduct the surveys as required	$50per Day/per Location(s)
Violations of other terms and conditions	$75per Day/per Location(s)

*** Up to $750 a month for failure to provide reports**

The foregoing is due and payable from the Concessionaire

3.24 **PAYMENT SECURITY:** Within ten (10) Days of the Location Commencement Date, 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 $157,804.50 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 $0 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 Term and 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 12.04 "Payment Default"**, entitling Department to all available remedies.

ARTICLE 4 – IMPROVEMENTS TO THE LOCATIONS

4.01 IMPROVEMENTS TO LOCATIONS: The Locations as presented in Exhibit A, shall be considered "As-Is". The Concessionaire shall be required to invest a minimum of two hundred dollars per square foot ($200.00 psf), for Approved Improvements for the design, construction, furniture, fixtures and equipment excluding interior signage and inventory for the Locations listed in Exhibit A and any additional location taken by the Concessionaire pursuant to **Sub-Article 1.07(A) "Addition of Locations"**. Notwithstanding the actual amount of design and engineering costs incurred with respect to improvements for a Locations, the maximum proportion of soft costs permitted to be included as Approved Improvements shall be no more than fifteen percent (15%) of the total design and engineering cost. All improvements shall be subject to review and approval by the Department. The Department may, with mutual agreement, fund certain improvements needed to support the concession space and allow the Concessionaire to build such improvements in compliance with MDAD TAC procedures.

It is the intent of the parties that Approved Improvements may include but are not limited to the décor, remodeling of the wall and floor coverings, ceiling, lighting, millwork, HVAC, fire detection and fire suppression or such other improvements as are approved by the Department. Such improvements shall be shown in the design detail in the Final Plans, as such term is defined in **Sub-Article 4.02 "Design of Improvements"**.

Improvements not constituting Approved Improvements shall include improvements that (i) are non-fixed, (ii) have not been reimbursed by the Department pursuant to **Sub-Article 4.08 "Cost Documentation"**, and (iii) can be removed without damage to the premises. The Concessionaire is liable and shall indemnify the Department for any damage to the Locations which results from the removal of said improvements. This provision shall survive the termination or expiration of this Agreement.

Off-Airport properties used as storage space will not be considered as Locations, as stated in **Article 4 "Improvements to the Locations"** or as an extension of this Agreement, and costs incurred by either the Concessionaire to provide such storage space shall not constitute Approved Improvements.

4.02 DESIGN OF IMPROVEMENTS: Plans for the design of improvements will be in accordance with Exhibit E "Retail Concessions Design Guidelines", Exhibit F "Tenant Airport Construction Non-Reimbursable Projects (TAC-N)" or "Tenant Airport Construction Reimbursable Projects (TAC-R)", as applicable, the "MDAD Life Safety Master Plan", the "MDAD Public Address System Master Plan", and the "MDAD Design Guidelines Manual" as may be established for the Terminal Retail Program. As plans for the improvement of individual Locations or common area improvements are completed, the Concessionaire shall submit to the Department for review, approval or modification detailed final plans ("Final Plans") and specifications (including materials, colors, textures

and fixtures), construction cost estimates and schedules for the construction of the improvements. The Final Plans shall be prepared by an architectural interior design and/or engineering firm registered in the State of Florida and in accordance with the Florida Building Code and all applicable State and local laws, ordinances, and regulations.

4.03 REFURBISHMENT OF LOCATIONS: The Concessionaire shall refurbish the **Locations** 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.

Approved Improvements for the refurbishment of the Locations shall not be less than fifty dollars per square foot ($50 psf). There will be no reimbursement or amortization of these costs for refurbishment.

4.04 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 County 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 County copies of a fixed price contract or contracts for all work to be performed at the Locations. The work to be performed under such contract(s) shall be insured by a Exhibit B, "Surety Performance and Payment Bond" provided in the Lease and Concession Agreement. The Surety Performance and Payment bond shall be in full force throughout the term of the construction contract.

4.05 IMPROVEMENTS FREE AND CLEAR: The improvements, upon completion, shall immediately become the property of the County, free and clear of any liens or encumbrances whatsoever, other than the County's obligation to reimburse the Concessionaire for the un-amortized value of the Approved Improvements as provided in this Agreement. The Concessionaire agrees that any contract for construction, alteration or repairing of the improvements or Locations 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 County from the claims of any laborers, subcontractors or material men against the Locations or improvements.

4.06 OTHER REQUIREMENTS: The Concessionaire shall apply for and obtain a building permit from the County 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 to the County one complete set each of legible prints (black line), of construction drawings in electronic file format and in full compliance with Autodesk's DWG file format and standard revised as to "as built". Based upon submission date, the AutoCad.dwg version must be within two years of the latest

release. MDAD will not accept the submission of any AutoCad drawing deliverable which contains references to external source drawing files. The closeout document package should include all pertinent shop and working drawings, 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 Information.

No Facility will be allowed to open without obtaining a Temporary Certificate of Occupancy or a Certificate of Occupancy.

Any change in the Locations, concept or tenant proposed must be approved in writing by the County.

4.07 REVIEW OF CONSTRUCTION: The County 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 County.

4.08 COST DOCUMENTATION: Within one hundred eighty (180) Days from the date of Beneficial Occupancy, specifically including those improvements described in **Sub-Articles 4.01 "Improvements to Locations", 4.03 "Refurbishment of Locations"**, the Concessionaire shall submit to the County a certified audit of the monies actually expended in the design and construction of the Approved Improvements by Locations in accordance with the Final Plans, prepared by an independent certified public accounting firm ("Auditor"), approved in advance by the County (the "Certified Audit"). The Concessionaire, as the case may be, shall be responsible for documenting for the Auditor that the monies that were expended are true and correct. The costs of design and construction, in accordance with the Final Plans and any changes thereto requested by the Concessionaire and approved by the County, including the costs of required bonds, construction insurance and the construction audit, shall not include the cost of any other consultant or accountant fees, financing or legal fees and personal property of the Concessionaire, as the case may be. No non-receipted expenditures will be credited. Concessionaires not submitting certified audits within the allotted time may be billed a penalty of fifty dollars ($50.00) per Day. Upon reconciliation, any difference due the County shall also include an administrative fee of ten per cent (10%) of the monies due the County on the build-out of the Locations. In the event of any disputes between the County and the Concessionaire as to whether certain costs are to be included in the audit, said dispute shall be submitted to the consulting engineer named pursuant to the Trust Agreement, as defined in **Sub-Article 17.01 "Incorporation of Trust Agreement by Reference"**. The decision of said consulting engineer, acting in good faith, shall be final and binding upon the parties hereto.

The Department shall notify the Concessionaire in writing that it has approved or disapproved the certified costs for each Locations and the common area improvements detailed in the Certified Audit within sixty (60) Days from the date of its receipt of the Certified Audit. If the Concessionaire fails to submit the Certified Audit within the time prescribed above for any Locations, then a penalty will be assessed as noted in **Sub-Article 3.23 "Damages"**. The Approved Improvement cost for purposes of calculating the

County's obligation to reimburse the Concessionaire for un-amortized improvement costs for such Locations pursuant to **Sub-Article 4.09 "Amortization Schedule"** shall equal the lesser of three hunded dollars ($300.00) per square foot or the square footage rate of improvement costs for such Location certified by the Auditor.

If the approved total receipted amount is below the Concessionaire minimum investment and is depicted as such in the results of the Certified Audit, the Concessionaire shall be required to pay to the Department the difference between the expended amount and the minimum investment, within one hundred eighty (180) Days from the date of Beneficial Occupancy of the corresponding Locations.

If the approved total receipted amount for Refurbishment of the Locations is below the Concessionaire's, the Concessionaire shall be required to pay the Department the difference between the expended amount and the refurbishment amount within one hundred eighty (180) Days from the date of completion of refurbishment.

4.09 AMORTIZATION SCHEDULE: The Concessionaire shall amortize its capital investment for a period not to exceed (60) months using the straight-line depreciation method. If, at any time during the Term of the Agreement, excluding any extension, the Department requires the deletion and/or modification of any Locations, the Department may designate new Locations at its sole discretion and reimburse the Concessionaire the unamortized balance of Approved Improvements for that Locations.

Investment subject to such reimbursement shall include the following items only:

1. Directly contracted costs of construction.
2. Stores displays more than $500 per display, furniture, fixture, equipment and signage purchased and installed for direct use in the facility.
3. Design and engineering costs not to exceed fifteen percent (15%) of the total approved construction, installation, store displays, furniture, fixture, equipment and signage cost.

There will be no other reimbursement.

A certified audit of monies for the above expenditures performed at the expense of the Concessionaire will be required to confirm the Minimum Investment within one hundred twenty (180) Days of Beneficial Occupancy for each Locations. No non-receipted expenditures will be credited. If the approved total receipted amount is below the three hundred dollars ($300.00) per square foot minimum, the Concessionaire will be required to pay the Department the difference between the Minimum Investment amount and the actual receipted expenditure within ninety (90) Days after billing by the Department.

Concessionaires not submitting a certified audit within the allotted time may be billed a penalty of fifty dollars ($50.00) per Day. Upon reconciliation, any difference due the Department shall also include an administrative fee of twenty-five percent (25%) of the monies due the Department on the build-out of the Locations.

Prior to the commencement of any construction installation or 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 Locations. The work to be performed under such contract(s) shall be insured by a Performance and Payment Bond provided by Concessionaire to the Department in the form contained in Exhibit B "Surety Performance and Payment Bond" in the Agreement. The Performance and Payment Bond shall be in full force throughout the term of the installation/construction contract.

4.10 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 percent (1%) of the estimated 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.

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

1) Concessionaire Improvements

Pursuant to the terms of this Agreement, the Concessionaire shall construct or cause to construct certain 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 or cause to be designed and constructed 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 Locations and authorized administrative support space.
2. Coordinate meetings with MDAD's architects, consultants and others, to review procedures, scheduling site surveys and develop build-out schedules.
3. 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 or TAC-R Procedures, as well as all other applicable codes and regulations.
4. Provide and coordinate access to Locations as necessary.

5. Purchase materials and services, and coordinate the fabrication and installation of the Concessionaire development requirement, whereby such elements are the designated responsibility of the Concessionaire, if so implemented.

3) Construction

Concessionaire shall:

1. Attend pre-construction meetings, construction meetings, coordinate construction, monitor schedule, and coordinate Locations development with the Department as required, pursuant to the TAC-N procedures.
2. Adhere to and to MDAD's TAC-N or TAC-R 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 Locations.
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 construction activities 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 Locations.
11. Organize and have available upon request completed project files.
12. Coordinate access to the Locations to allow staff training and equipment testing.
13. Obtain Certificate of Occupancy for each Locations.
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.

4.12 SUSTAINABLE BUILDINGS PROGRAM: The Concessionaire shall meet required LEED Green Building Rating System, as established by the U.S. Green Building Council (USGBC) and inform the Department of any other/additional opportunities in the project

elements to meet LEED certification requirements and/or create other opportunities associated with green building practices.

ARTICLE 5 –STANDARDS OF OPERATION

5.01 STANDARDS OF OPERATION: The Concessionaire shall comply with the Department's "Tenant Handbook", Exhibit K; the "Standards of Operation", Exhibit L, the "Foodservice Standards of Operations", Exhibit L-2, the "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 Locations, 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, not less than thirty (30) Days, 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" and Exhibit L-2 "Foodservice 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 Locations 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 Locations, pursuant to Exhibit L "Standards of Operation" and Exhibit L-2 "Foodservice Standards of Operation", as may be amended from time to time.

5.02 MARKET BASKET PRICING POLICY: The Department has instituted a Market Basket pricing policy to ensure that Airport prices are comparable to retail in the Miami Dade County, Florida area to reinforce the objective of making the Airport a more "passenger friendly" airport, pursuant to Exhibit L-2 "Foodservice Standards of Operation."

The Concessionaire that is not in compliance with the provisions of this Sub-Article shall be given seven (7) Days after notice of such non-compliance pursuant to **Sub-Article 18.09, "Notices"** to bring all products into compliance. Failure to do so shall subject the Concessionaire to Damages pursuant to **Sub-Article 3.23 "Damages"** and shall constitute a default under this Agreement.

5.03 PROHIBITED USAGE OF TRANS-FATS: The Concessionaire shall not market or distribute at the designated Locations under this Agreement any pre-packaged, prepared or other foods, including catered foods, derived from or containing trans-fats. The Concessionaire shall, periodically review existing inventories and projected products, to assure that only trans-fat free products are being offered for public consumption.

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 Locations. 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) 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 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).

Such maintenance by the Department may be subject to interruption caused by repair, strikes, lockouts, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, and other

conditions beyond the control of the Department. If the Concessionaire's Locations is of such a condition as to significantly impact the Concessionaire's operation 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 or license agreement, the Department may provide a rent abatement for that portion of the Locations 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 Locations 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 Locations or any improvements, furnishings, fixtures, trade fixtures, signage or equipment constructed or used on or in the Locations 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, including the costs of furnishings, fixtures, trade fixtures, inventory, signs and equipment needed to operate from the Locations hereunder, 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 Locations 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, the construction improvements of the terminal building.

ARTICLE 7–FURNITURE, FIXTURES AND EQUIPMENT

7.01 FURNITURE, FIXTURES, AND EQUIPMENT: Any equipment, furnishings, fixtures and signs installed in the Locations 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 Locations"**, shall, except as provided in **Sub-Article 7.03(B) "Disposal of Furniture, Fixtures, and Equipment"**, be removed from the Locations 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 Locations 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' Locations. 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 Locations to comply with the Department's ADA obligations with respect to the Locations, as the Department in its sole discretion deems reasonably necessary.

7.03 DISPOSAL OF FURNITURE, FIXTURES, AND EQUIPMENT: At least thirty (30) 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 Locations by the Concessionaire:

(A) Require the Concessionaire to remove such equipment, furnishings, fixtures, signs, or carts from the Locations within five (5) Days following the expiration or earlier termination of this Agreement, subject to the provisions of Sub-Article **4.01 "Improvements to Locations"**; 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"**) 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 Locations clean, neat, orderly, sanitary and presentable at all times. If the Locations is not kept clean as provided in the Foodservice Standards of Operation, Exhibit L-2, the Concessionaire will be so advised and shall take immediate corrective action. Failure to take immediate corrective action may result in Damages being assessed pursuant to **Sub-Article 3.23 "Damages"**.

8.02 REMOVAL OF TRASH: The Concessionaire shall, at its cost and expense, remove or cause to be removed from the Locations 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 service within the Locations, 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 may result in Damages being assessed pursuant to **Sub-Article 3.23 "Damages"**.

The Department reserves the right to charge the Concessionaire retroactively non-discriminatory proportionate share for waste disposal 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 Locations. 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 the obligation of the Concessionaire. The Concessionaire shall repair or cause to be repaired, at or before the end of the Term or Extension, if applicable, of this Agreement, all injury done by the installation or removal of furniture and personal property so as to restore the Locations to the 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 Locations, or with appropriate notice, enter upon the non-public areas of the Locations, to determine if maintenance is being performed satisfactorily. The Department may enter upon any Locations when a Locations 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 may be present, except in the case of real or perceived emergencies where no such representatives

shall be required to be present. 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) Days after receipt of such written notice, Department shall have the right to enter upon the Locations and perform such maintenance and charge Concessionaire for such services, as provided by **Sub-Article 8.04.**

8.04 FAILURE TO MAINTAIN: Upon failure of the Concessionaire to maintain the Locations as provided in this **Article 8 "Maintenance"**, the Department may enter upon the Locations and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof plus twenty-five percent (25%) for administrative costs, shall constitute additional rental, and shall be billed to and paid by the Concessionaire, in addition to any Damages imposed by the Department pursuant to **Sub-Article 3.23 "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 and any Extension of this Agreement or any insurance carrier providing insurance covering any portion of the Locations.

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 Locations, 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 (deemed to

mean more than fifty percent (50%) of the stock) 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 (deemed to mean more than fifty percent (50%) of the ownership interest), 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 Locations 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.

B. **Without Department Permission:**

If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of the Locations 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 Locations 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 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"). Imposition of Holdover Charges, extinguishes any un-amortized investment amounts owed the Concessionaire by the Department, for the slippage in Locations turnover. 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 County 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 County 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 County, 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 County 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 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 construction and operation 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 performances of this Agreement.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than $500,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the Concessionaire allowed on the Airside Operation Area (AOA) without increasing automobile coverage to $5,000,000 as approved by the 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 Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of MDAD Risk Management Office.

11.04 CONCESSIONAIRE LIABLE: Compliance with the requirements as to carrying insurance in **Article 11 "Insurance"** shall not relieve the Concessionaire from liability under any other provision of this Agreement.

11.05 CANCELLATION OF INSURANCE OR BONDS: Cancellation of any insurance or bonds, or non-payment by the construction contractors of any premiums for any insurance policies or bonds required by this Agreement shall constitute a breach of this Agreement.

11.06 RIGHT TO EXAMINE: The Department reserves the right, upon reasonable notice and at the County's sole cost and expense, to examine the original policies of insurance of the Concessionaire (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, as may be applicable. In addition, upon request (but no later than five (5) Days from the date of request, unless such longer period is agreed to by the Department) the Concessionaire agrees to provide copies to the Department, at the Concessionaire's sole cost and expense.

11.07 PERSONAL PROPERTY: Any personal property of the Concessionaire or of others, placed in the Locations and support/storage spaces shall be at the sole risk of the Concessionaire or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

11.08 SURVIVAL OF PROVISIONS: The provisions of **Article 11 "Insurance"** shall survive the expiration or earlier termination of this Agreement.

11.09 INDEMNIFICATION, CONSTRUCTION BONDS AND INSURANCE REQUIRED:

A. **Indemnification, Bonds and Insurance Required from Construction Contractor:** The following language, including the indemnification clause, shall be included in all construction contracts between the Concessionaire and its general contractor(s) and subcontractors and shall also be included in all construction contracts.

Indemnification: The Contractor shall defend, indemnify, and save harmless the County, the Consulting Engineers, the Architect/Engineer, the Field Representative, the Lessee of the Locations, and their officers (elected or otherwise), employees, and agents (collectively "Indemnitees"), from any and all claims, demands, liability, losses, expenses and causes of actions, arising from personal injury (including death), property damage (including loss of use thereof), economic loss, or any other loss or damage, due in any manner to the negligence, act, or failure to act of the Contractor or its contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective, employees arising out of or relating to the performance of the work covered by the Contract Documents except as expressly limited herein. The Contractor shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon, provided however, that the Contractor's obligation to indemnify or hold harmless the Indemnitees for damages to persons or property caused in whole or in part by any act, omission, or default of any Indemnitee arising from the contract or its performance shall be limited to the greater of $1 million or the Contract Amount. Further, this indemnification requirement shall not be construed so as to require the Contractor to indemnify any of the above-listed Indemnities to the extent of such indemnities' own gross negligence, or willful, wanton, or intentional misconduct of the Indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused in whole or in part by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. This indemnification provision is in addition to and cumulative with any other right of indemnification or contribution which any Indemnitee may have in law, equity, or otherwise.

B. **Surety Performance and Payment Bonds:** Pursuant to and in accordance with Section 255.05, Florida Statutes, the Concessionaire or each contractor performing any part of the work for the Concessionaire shall obtain and thereafter at all times during the performance of the work maintain a combined performance bond and labor

and material payment bond for the work (referred to herein as the "Bond") in an amount equal to one hundred percent (100%) of the cost of the improvements, as it may be amended from time to time, and in the form attached hereto as Exhibit "B", Surety Performance and Payment Bond". Within ten (10) Days of issuance, Concessionaire shall record all bonds required by this Agreement in the Department of Public Records of Miami-Dade County. Prior to performing any portion of the Work, the Concessionaire shall deliver to County the Bonds required to be provided by Concessionaire or each contractor as set forth in this Agreement.

All bonds shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of MDAD Risk Management:

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

For contracts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

a) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued.

b) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

c) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under Section 31 U.S.C. 9304-9308.

d) 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.

e) For contracts in excess of $500,000 the provision of this Sub-Article must be adhered to, plus the surety insurer must have been listed on the United States Treasury list for at least three (3) consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

f) Surety bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

g) The attorney-in-fact or other officer who signs an Exhibit B, "Surety Performance and Payment 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 Bond 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 Bond shall be delivered to the Department upon execution of the contract between the Concessionaire and its contractor, as the case may be.

C. **Insurance Required of Construction Contractor(s):** The limits for each type of insurance may be revised upon review and approval of the construction plans. Additional types of insurance coverage may be required if, upon review of the construction plans, the Department reasonably determines that such coverage is necessary or desirable.

The Concessionaire shall cause its contractor(s) to provide certificates of insurance and copies of original policies, if requested, which shall clearly indicate that the construction contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article. Evidence of such coverage must be submitted prior to any construction:

(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. The County and the Concessionaire must be shown as an additional insured with respect to this coverage.

(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 contractor allowed on the Airside Operation Area (AOA) without increasing automobile coverage to $5,000,000 as approved by the Safety and Insurance Office.

D. **Certificate Continuity:** The contractor(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force throughout the performance of the contract and until the work has been accepted by the Concessionaire and approved by the Concessionaire and the Department. If insurance certificates are scheduled to expire during the contract period, the contractor(s) shall be responsible for submitting new or renewed insurance certificates to the Concessionaire at a minimum of thirty (30) Days before such expiration.

E. **Insurance Company Rating Requirements:** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

F. **Right to Examine:** 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 contractor shall be required by the Concessionaire to agree to permit such inspection at the offices of the Department.

G. **Personal Property:** Any personal property of the contractor, or of others, placed in the Locations shall be at the sole risk of the contractor or the owners thereof, and the Department shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

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"). In addition to those defaults defined **in Sub-Article 12.02 "Payment Default", Sub-Article 12.03 "Other Defaults"**, and **Sub-Article 12.04 "Habitual Default"**, an Event of Default, may also include one (1) or more of the following occurrences:

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

(B) The Concessionaire has failed to make prompt payment to subcontractors or suppliers for any service or work provided for the design, installation, operation, or maintenance of the Concessionaire's facility(ies);

(C) 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;

(D) 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;

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

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

(G) 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 use is due to strike, lockout, or bona fide labor dispute;

(H) Failure by Concessionaire to maintain its other equipment in a manner satisfactory to the Director;

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

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

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

(L) The Concessionaire has received three (3) notices of default, of any kind, within a twenty-four (24) month period.

12.02 PAYMENT DEFAULT: Failure of the Concessionaire to make MAG/MMG payments and Percentage Fee payments and other charges required to be paid herein when due and fails to cure the same within five (5) Days after written notice shall constitute a default, and the County may, at its option, terminate this Agreement after five (5) Days notice in writing to the Concessionaire.

12.03 OTHER DEFAULTS: The Department shall have the right, upon thirty (30) Days written notice to the Concessionaire 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) Days after written notice; provided, however, that the Department may, but is not required to, extend the time for cure as individual circumstances may warrant, such extension not to be construed as a waiver of any of the Department'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 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 UNAMORTIZED INVESTMENT EXTINGUISHED: Termination of this Agreement based upon **Sub-Article 12.07 "Termination for Abandonment", Sub-Article 12.02 "Payment Default", Sub-Article 12.03 "Other Defaults", Sub-Article 12.04 "Habitual Default"**, or **Sub-Article 12.08 "Termination for Cause"**, shall extinguish any unamortized investment amounts owed the Concessionaire by the Department, for the slippage in Locations Turnover Dates.

12.07 TERMINATION FOR ABANDONMENT: This Agreement may be terminated by the County upon the abandonment by the Concessionaire of the Locations or the discontinuance of Concessionaire's services at the Airport for any period of time exceeding twenty-four (24) consecutive hours, and the failure to cure the same within three (3) calendar days after written notice, unless such abandonment or discontinuance has been caused by civil disturbance, governmental order or Act of God that prevents the Concessionaire from providing services on the Locations for the purposes authorized in **Article 2 "Use of Locations"**. The foregoing shall not include periodic Sub-Concessionaire vacancies in individual Locations that may occur from time to time during the Term of this Agreement including any Extension term. Such termination shall constitute an event of default, and the County shall be entitled all remedies for such default provided for in this Agreement.

12.08 TERMINATION FOR CAUSE: 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, of (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 County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

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

12.09 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 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.

12.10 ADEQUATE ASSURANCES: When, in the opinion of the Department, reasonable grounds for uncertainty exist 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 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.

12.11 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 and other Department materials and property;

(C) Vacate, quit and surrender, all Locations and storage/support spaces and account for all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the County 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 too 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 Section 3 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.

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) Days of the occurrence of the event to the 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) 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) 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 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 claim and an abandonment of any claim arising out of the event.

13.02 TERMINATION: The Concessionaire shall have the right, upon thirty (30) Days written notice to the County to terminate this Agreement, without liability to the County, 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) Days.

(B) A breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the Department to remedy such breach for a period of one hundred eighty (180) 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 Locations 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) Days.

ARTICLE 14 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

14.01 ACDBE REQUIREMENTS: ACDBE participation is voluntary, but not required for this Lease Agreement. 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, Master ConcessionAir, LLC offered 100% ACDBE participation.

If the Concessionaire elects to participate, 1) Notarized Monthly Utilization Report (MUR) reflecting ACDBE revenue; 2) Notarized Monthly Activity Report (MAR) of ACDBE JV Partner commencing thirty (30) days after beneficial occupancy and monthly thereafter, on or before the 10th 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 Locations; 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.

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 County including Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder by the Department, 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

of County Commissioners 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 County, any penalty, assessment or fine issued against the County, or the Department to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, State or 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.

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.

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 NOTICE OF COMMENCEMENT OF CIVIL ACTION: In the event that the County or the Concessionaire commence a civil action in the state or federal courts for Miami-Dade County, where such action is based in whole or in part upon an alleged breach of this Agreement, the County and the Concessionaire agree to waive the procedures for initial service of process mandated by Chapters 48 and 83 of the Florida Statues, by Rule 1.070 of the Florida Rules of Civil Procedure, and by Rule 4(c) of the Federal Rules of Civil Procedures. In such event, the County and the Concessionaire agree to submit to the jurisdiction of the court in which the action has been filed when initial service has been made either by personal service or by certified mail, returned receipt requested upon the representatives of the parties indicated in **Sub-Article 18.09, "Notices"** of this Agreement, with a copy provided to the County Attorney and the attorney, if any, which the Concessionaire has designated in writing. Notwithstanding the foregoing, and in addition thereto, the Concessionaire, if a corporation, shall designate a registered agent and a registered office and file such designation with the Department of State in accordance with Chapters 48 and 607 of the Florida Statutes.

16.03 LABOR PEACE REQUIREMENT: Pursuant to Resolution# R-148-07, the Concessionaire provided a signed copy of the labor peace agreement for their employees as part of this Agreement, to assure that no labor dispute or unrest will disrupt their operations at MIA (see Exhibit M). Furthermore, the County has the right, in the event of a labor disruption, to suspend its obligations under the contract while the labor disruption is

ongoing and to use alternative means to provide the service that is affected by the labor disruption. In the event the Concessionaire is unable to reach an agreement with a labor organization regarding the terms of a labor peace agreement, the dispute between the Concessionaire and the labor organization shall be resolved by expedited binding arbitration in which the decision shall be rendered within ten (10) days of the request for arbitration but no later than five (5) days from the date of execution of this Agreement. The Concessionaire and the labor organization shall equally share the costs of arbitration.

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 JPMorgan 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 any Extension 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 Concessionaires under other agreements of the Department for the lease or use of Locations used for similar purposes, are unjustly discriminatory, the County, 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 County 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 Locations 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 County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County, 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 County to the Concessionaire.

17.03 INSPECTIONS: The authorized employees and representatives of the County and of any applicable federal or state agency having jurisdiction hereof shall have the right of access to the Locations and any storage/support spaces 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 County to inspect and shall impart no liability on the county should it not make such inspection(s).

17.04 INDEPENDENT PRIVATE SECTION INSPECTOR GENERAL REVIEW: Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this Proposal, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Concessionaire shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Concessionaire's cost/price for this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Concessionaire, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Concessionaire in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Concessionaire or third party.

17.05 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade 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 lease agreements; (e) concessions and other rental agreements; (f) insurance contracts; (g) revenue-generating contracts; (h) professional service agreements under $1,000; (i) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners 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 Locations and any support/storage spaces 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) and or any support/storage spaces, except in accordance with **Article 4 "Improvements to the Locations"** 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 1.07 "Addition, Deletion and Modification of Locations", Sub-Article 18.02 "Alterations by Concessionaire", Sub-Article, 21.02 "Right to Amend"**, and **Sub-Article 21.04 "Right to Modify"**.

18.05 SECURITY: The Concessionaire acknowledges and accepts full responsibility for the security and protection of the Locations. The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for protection of the Locations 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 Locations at the Airport. The County 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 County, its employees, or agents.

18.07 OTHER DEPARTMENT RIGHTS: The Concessionaire shall be liable for any physical damage caused to the Locations by the Concessionaire, its employees, agents, contractors, subcontractors, suppliers. The liability shall encompass: (i) the Concessionaire's repair of the Locations, or if the Locations cannot be repaired, payment to the Department of the fair market value replacement cost of the Locations; and (ii) any other such damages to the Department arising from the physical damage caused by the Concessionaire and its employees, agents, contractors, subcontractors or suppliers. The County 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:

Pedro Amaro, Jr.
Chief Executive Officer
Master ConcessionAir, LLC
Miami International Airport, Concourse F #3472
Miami, FL 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 COUNTY LIEN: The County shall have a lien upon all personal property of the Concessionaire in the Locations 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 Locations 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 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.

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. Such modification may be made unilateral by the Department only as permitted pursuant to **Sub-Article 18.04 "Administrative Modifications", Sub-Article 21.02 "Right to Amend"**, and **Sub-Article 21.04 "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 Contractor for any reason.

18.24 OTHER LIENS: Concessionaire shall not permit any mortgages, deeds of trust or similar liens to be imposed on the Locations, the leasehold, or the furniture, fixtures and equipment or any portion thereof. Concessionaire shall not permit or suffer any liens, including mechanics', materialmen's and tax liens to be imposed upon the Locations, 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 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 Locations or any personal property or trade fixtures in the Locations, 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 County against any and all liens and charges of any and every nature and kind which may at any time be established against said Locations 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 Lease and Concession Agreement.

ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND AFFIRMATIVE ACTION PROGRAMS

19.01 EQUAL EMPLOYMENT OPPORTUNITY:

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

Management agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. Management shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, revised order No. 4 issued December 1, 1951, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, Executive Order 13166 issued August 11, 2000,

Improving Access to Services for persons with Limited English Proficient (LEP), the rules, regulations and relevant orders of the Secretary of Labor, Florida Statues §112.041, §112.042, §112.043 and the Miami-Dade County Code Sections 11A1 through 13A1, Articles 3 and 4.

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

19.02 NONDISCRIMINATORY ACCESS TO PREMISES:

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

19.03 BREACH OF NONDISCRIMINATION COVENANTS:

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

19.04 NONDISCRIMINATION:

During the performance of this Agreement, Management agrees as follows: Management shall, in all solicitations or advertisements for employees placed by or on behalf of Management, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. Management shall furnish all information and reports required by Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Management's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of Management's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be canceled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and Management may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 113155 and such sanctions as may

be imposed and remedies invoked as provided in Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

19.05 DISABILITY NON-DISCRIMINATION AFFIDAVIT:

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

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

19.06 AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT PROMOTION AND PROCUREMENT PRACTICES:

County Code Section 2-8.1.5: In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Procurement Management Division/ISD. Said firms must also submit, as a part of their Agreement to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Procurement Management Division/ISD. Firms claiming exemption must submit, as part of their Agreement to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code section. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their Submittal.

ARTICLE 20 - 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 of County Commissioners, 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 Locations available to the Concessionaire or by reason of any defects or deficiencies in the Locations or in the terminal building including any defect or deficiency in the Locations or in the terminal building which substantially impedes the Concessionaire's ability to operate a concession at the Locations 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 21 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

21.01 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 previsions of any and all existing agreements between the County and the State of Florida, or its 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, 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.

21.02 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.

21.03 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 Locations 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, Code of Federal Regulations, 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 Code of Federal Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its Locations as may be determined by 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 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, 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 Locations and the improvements thereto, and hold the same as if this Agreement had never been made. The rights granted to Department by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

4. Concessionaire assures County 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, Code of Federal Regulations, 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 County 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 County 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 Locations. Concessionaire also assures County that it will require its contractors to provide assurances to the same effect and ensure that such assurances are included in contracts 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. County 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.

21.04 RIGHT TO MODIFY: The parties hereto covenant and agree that, during the Term and/or Extension, 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.

21.05 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 System.

21.06 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.

21.07 REGULATIONS OF DEPARTMENT: The rights and privileges granted to the Concessionaire hereunder and the occupancy and use by the Concessionaire of the Locations 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.

21.08 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 one and one half percent (1 1/2%) per month (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

21.09 MISCELLANEOUS PROVISIONS: The Concessionaire, 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 Extension 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 County hereunder, on the rights and privileges granted to the Concessionaire herein, on the Locations and on any and all equipment installed on the Locations 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 of its 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 County's agent hereunder and shall have no authority, express or implied, to act for or bind the County hereunder and nothing contained in this Agreement shall be deemed or construed by the County 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 County the joint employer of any employee of the Concessionaire.

4 The County shall have the right during the Concessionaire's normal business hours (and at any time during an emergency) to inspect the Locations 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 County, or if a determination or judgment is to be made by 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 County 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. The Concessionaire shall comply with these requirements.

21.10 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 strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of the Concessionaire, embargo's, general shortages of labor, equipment, Locations, 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.

21.11 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 County in their Proposal, and in all attachments thereto and enclosures therewith, submitted by Concessionaire to County in connection with the award of this Agreement. None of the provisions, terms or conditions contained in the Agreement may be modified or otherwise altered except as may be specifically authorized by **Sub-Article 18.04 "Administrative Modifications"** or the Sub-Articles stated therein, or by written instrument executed by the parties hereto.

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

Master ConcessionAir, LLC
A Florida member-managed limited liability company

Witness: _____

By: _____
Signature of Member

JOSE ALBERNI
Printed Name of Member

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

_____
Legal Name

By: _____
Signature

_____
(Type Name & Title)

_____
Legal Name

By: _____
Signature

_____
(Type Name & Title)

Attest: _____

Name of Managing Joint Venturer:

_____

Witness: _____

By: _____
Signature of Authorized Representative of the Joint Venture

Corporate Seal

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

Memorandum

Date: September 3, 2013

To: The Honorable Carlos A. Gimenez
County Mayor

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

Subject: Evaluation/Selection Committee Report -
Request For Proposals for Retail Concessions Program 2012
RFP No. MDAD-07-12, Package 1

As authorized by Implementing Order 3-38 and your memoranda dated April 1, 2013, and August 26, 2013, the designated Evaluation/Selection Committee ("Committee") met and conducted the selection process for the subject project on July 9, 2013 for the prescreening meeting and August 13, 2013 for the public hearing meeting. This process was conducted in accordance with the procedure specified by the Request for Proposals ("RFP") as described in the attached summary minutes.

PRESCREENING MEETING OF JULY 9, 2013 (2:30 PM)

As announced in the Metro Calendar, the Committee met on July 9, 2013 at the Miami-Dade Aviation Department (MDAD), 4200 NW 36th Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida and undertook a review of the Proposals submitted by the following four (4) responding Proposers:

1. Beyond Expectations Carmen Morris Concessions, LLC, Package 1
2. Sun Concessions, LLC, Package 1
3. Master ConcessionAir, LLC, Package 1
4. Airport Subway II, LLC, Package 2

The Committee was advised that a Voluntary Airport Concession Disadvantaged Business Enterprise ("ACDBE") goal was established for the project and that MDAD Minority Affairs advised that Sun Concessions, LLC did not provide ACDBE documentation, but the remaining three (3) proposers provided documentation for the ACDBE goal and were compliant. In that MDAD was pending a responsiveness opinion, the Committee made a contingency motion to invite the responsive proposers to the August 13, 2013 public hearing meeting.

PUBLIC HEARING MEETING OF AUGUST 13, 2013 (2:00 PM)

As advertised in the Metro Calendar, a public hearing meeting was held on August 13, 2013 at the Miami-Dade Aviation Department, 4200 NW 36 Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida. The Committee was informed that Sun Concessions, LLC was deemed non-responsive for Package 1 and Airport Subway II, LLC was deemed non-responsive for Package 2 (Attachment F). Therefore, during the public hearing meeting, the Committee only heard oral

presentations on Package 1 from the following responsive proposers: Beyond Expectations Carmen Morris Concessions, LLC and Master ConcessionAir, LLC. As stated in the minutes, Committee member James Burchett advised that he had jury duty and therefore, did not attend the subject meeting.

Representatives from the Proposers made a 40-minute presentation and had 20 minutes for questions and answers. Upon conclusion of the presentations, the Committee proceeded to rate the Proposers. The price score was calculated for both Proposers. MDAD staff then proceeded to calculate the technical and price score as defined in the RFP, to determine the overall ranking. The Committee then found that the two (2) Proposers were responsible. The following Proposers were found to be qualified to provide the desired services and are listed below in the Committee's order of ranking.

1. Master ConcessionAir, LLC
2. Beyond Expectations Carmen Morris Concessions, LLC

As the proposer's price is included in their proposal and as the RFP provides that the County may award the agreement based on initial offers received, the Committee determined that the price proposed by the highest ranked responsive and responsible firm listed above was reasonable, (See Attachment D). The Committee then recommended that the highest ranked responsive and responsible firm be forwarded to the County Mayor for approval for preparation of an award recommendation.

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

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

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:
Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Adrian Songer, MDAD
Douglas Jorge, MDAD
Rebecca Figueroa, Corgan Associates
Alvin West, Greater Miami Convention & Visitors Bureau
James Burchett, Airport and Aviation Professionals
Henry Perez, Broward County Aviation Department

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS
FOR RETAIL CONCESSIONS PROGRAM 2012

RFP NO. MDAD-07-12

SUMMARY OF MINUTES
PRESCREENING MEETING
JULY 9, 2013

As authorized by the Mayor's memorandum dated April 1, 2013, the individuals listed below met on Tuesday, July 9, 2013, at the Miami-Dade Aviation Department (MDAD), 4200 NW 36th Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida, to review the materials submitted by the four (4) proposing firms in response to the public notice for the subject Request for Proposals (RFP) as follows:

1. Beyond Expectations Carmen Morris Concessions, LLC, Package 1
2. Sun Concessions, LLC, Package 1
3. Master ConcessionAir, LLC, Package 1
4. Airport Subway II, LLC, Package 2

EVALUATION/SELECTION COMMITTEE

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Adrian Songer, MDAD
Douglas Jorge, MDAD
Rebecca Figueroa, Corgan Associates
Alvin West, Greater Miami Convention & Visitors Bureau
James Burchett, Airport and Aviation Professionals
Henry Perez, Broward County Aviation Department

SUPPORT STAFF

David Hope, CAO
Marie Clark-Vincent, MDAD
Byron Hoffman, MDAD
Milton Collins, MDAD

Ms. Lenora Allen-Johnson, Chairperson, opened the Evaluation/Selection Committee meeting with introductions. Some of the responding proposers attended the meeting. The Evaluation/Selection Committee (Committee) then received a brief description of the scope, minimum qualifications, and business terms from staff member Byron Hoffman.

The Committee was then informed of the events to date starting with the Committee packages they received during the meeting containing the letter sent to Sun Concessions, Inc. advising them that Burger King rescinded their authorization to use their concept; and the updated financial analysis received for Beyond Expectations Carmen Morris Concessions, LLC. The Committee was also reminded of the Committee package they received prior to the meeting which consisted of inventories of the proposals (Attachment E), financial analysis (Attachment H), Contract Measure compliance review (Attachment G), and the additional information requested from Proposers. The neutrality affidavits were also collected and discussed, and there were no issues noted regarding the

four (4) proposers. The response list and schedule were also provided with the Committee package prior to the meeting.

Milton Collins from the MDAD Minority Affairs Division discussed the Voluntary Airport Concession Disadvantaged Business Enterprise (ACDBE) participation. Mr. Collins discussed how goals are applied under the voluntary program. The Committee was then informed that all of the proposers were compliant with the exception of Sun Concessions, Inc who did not provide ACDBE documentation. The Committee was also informed of the 75 criteria points for the voluntary participation and their responsibility regarding the application of these points. Assistant County Attorney David Hope defined the difference between responsiveness and responsibleness. Mr. Hope stated that the opinion of responsiveness falls under the attorney's purview, and that the determination for responsibleness rests with the Committee.

The Committee was reminded that we did not have a responsiveness opinion as yet and that this opinion would be rendered in the near future. Discussions continued regarding responsiveness and a contingency motion was taken as follows:

Moved:	Jim Burchett
Motion:	The motion was taken to invite all of the proposers that are deemed responsive to a public hearing (Oral Presentations) meeting.
Seconded:	Henry Perez
Action:	Unanimously adopted by the Committee

The Committee then discussed proceeding with oral presentations as follows: forty (40) minutes for oral presentations, and twenty (20) minutes for questions/answers. Staff will also build in ten (10) minutes for set-up.

Lenora Allen-Johnson
Chairperson (Non-voting)

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS
FOR RETAIL CONCESSIONS PROGRAM 2012

RFP NO. MDAD-07-12

SUMMARY MINUTES OF PUBLIC HEARING
TUESDAY, AUGUST 13, 2013

The following Evaluation/Selection Committee (Committee) members met on August 13, 2013 at the Miami-Dade Aviation Department (MDAD), 4200 NW. 36th Street, Bldg. 5A, 4th Floor, Conference Room "F" to hear presentations from the only two remaining responsive Proposers for Package 1 for the purpose of selecting a proposer to recommend to the County Mayor for either award or negotiation of an agreement for the subject project:

1. Beyond Expectations Carmen Morris Concessions, LLC, Package 1 (Beyond)
2. Master ConcessionAir, LLC, Package 1 (Master)

Note that Sun Concessions, LLC was deemed non-responsive for Package 1 and Airport Subway II, LLC was deemed non-responsive for Package 2.

EVALUATION/SELECTION COMMITTEE

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Adrian Songer, MDAD
Douglas Jorge, MDAD
Rebecca Figueroa, Corgan Associates
Alvin West, Greater Miami Convention & Visitors Bureau
Henry Perez, Broward County Aviation Department

SUPPORT STAFF

David Murray, CAO
Byron Hoffman, MDAD

Ms. Lenora Allen-Johnson, Chairperson, opened the Evaluation/Selection Committee meeting with introductions. The Chairperson also discussed the Committee package provided at the meeting including the rating sheets and how they should proceed regarding rating these Proposers. The Committee was also informed that Committee member James Burchett advised that he had jury duty and therefore would not be able to attend the subject meeting. The Committee was also reminded that there were two (2) remaining responsive Proposers. The Committee was then asked if they had anything they would like to discuss prior to proceeding with oral presentations and if they understood their responsibilities. The Committee confirmed that they were ready to proceed.

Presentations were then held for Package 1. Both Beyond and Master had forty (40) minutes for their presentation and twenty (20) minutes for questions/answers. All of the presenting representatives for the Proposers were listed on the Appendix D, Lobbyists Registration Affidavit pursuant to the requirements of Section 2-11.1(s) of the Miami-Dade County Code.

After presentations, the Committee then proceeded to rate the Proposers using the criteria provided in the RFP, Section 5.0. The Committee was also reminded of the Voluntary ACDBE goal and the percentages for each of the two (2) Proposers. The price scores were calculated. After the technical points were calculated, MDAD proceeded to calculate overall scoring by combining the technical points and price scores. Based on the combined points, Master ConcessionAir, LLC was ranked as the number one (1) Proposer, as reflected in the attached overall scoring form (See Attachment A), minimum annual guaranteed proposal evaluation (See Attachment B), and individual evaluation sheets (See Attachment C). At the conclusion of the overall scoring phase, the following motions were made:

Moved:	Henry Perez
Motion:	To find that both remaining Proposers were responsible.
Seconded:	Alvin West
Action:	Unanimously Adopted

Moved:	Adrian Songer
Motion:	To recommend the highest ranked Proposer to the County Mayor for negotiations.
Seconded:	Alvin West
Action:	Unanimously Adopted

Discussions were then had regarding selecting a negotiation team; the Committee informed the Chairperson that they wish to reconsider their previous motion and to recommend award and not to proceed with negotiations. The following motion was then taken:

Moved:	Adrian Songer

Motion:	To recommend to the County Mayor for award of the Lease and Concession Agreement for the Retail Concessions Program 2012 Package 1, to the highest ranked Proposer, Master ConcessionAir, LLC.
Seconded:	Douglas Jorge
Action:	Unanimously Adopted

Prior to concluding the meeting, the attendees were advised that a Cone of Silence is in effect.

Lenora Allen-Johnson
Chairperson (Non-voting)

ATTACHMENT A
OVERALL SCORING FORM

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
TUESDAY, AUGUST 13, 2013
RFP-MDAD-07-12
ATTACHMENT A

FIRM	SCORE INDIVIDUAL EVALUATORS					(A)	(B)	(C)	(D)	(E)	(A+D)	OVERALL
	1	2	3	4	5	TOTAL TECH. POINTS	RANK BASED ON TECH.	PROPOSER'S PROPOSED PRICE	POINTS BASED ON PRICE	RANK BASED ON PRICE	ADJ. SCORE	OVERALL COMM. ADJ. RANKING
Beyond Expectations Carmen Morris Concessions, LLC	640	690	645	630	655	3,260	2	$ 708,000.00	1,000	1	**4,260**	2
Master ConcessionAir, LLC	800	735	790	740	688	3,753	1	$ 631,218.00	892	2	**4,645**	1

EVALUATORS

Lenora Allen-Johnson, MDAD (Chairperson) NON-VOTING
1. Adrian Songer
2. Douglas Jorge
3. Rebecca Figueroa
4. Alvin West
5. Henry Perez

ATTACHMENT B
MINIMUM ANNUAL GUARANTEE PROPOSAL EVALUATION

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
MIAMI INTERNATIONAL AIRPORT
RFP-MDAD-07-12
TUESDAY, AUGUST 13, 2013
MINIMUM ANNUAL GUARANTEE PROPOSAL
EVALUATION

ATTACHMENT B

Example Score: (Highest Proposed MAG ÷ Proposer's Proposed MAG) x 1,200 (200 Total Points for the MAG per voting Committee Member, 6 Committee Members) = Price Score

Beyond Expectations Carmen Morris Concessions, LLC	708,000.00 (Proposers Proposed MAG)	÷	708,000.00 (Highest Proposed MAG)	=	1.	x	1000* Total Points for MAG	= 1000 Price Score
Master ConcessionAir, LLC	631,218.00 (Proposers Proposed MAG)	÷	708,000.00 (Highest Proposed MAG)	=	.89	x	1000* Total Points for MAG	= 892 Price Score

*There were five (5) voting members.

ATTACHMENT C
EVALUATION SHEETS

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP MDAD-07-12
ATTACHMENT C
TUESDAY, AUGUST 13, 2013

Beyond Expectations Carmen Morris Concessions, LLC

EVALUATION FACTORS	MAX. POINT	EVALUATORS 1 Adrian Songer	2 Douglas Jorge	3 Rebecca Figueroa	4 Alvin West	5 Henry Perez
Financial Capacity To Perform/Financing	50	40	45	45	40	50
Experience and Qualifications	250	190	200	240	200	200
Developing, Designing and Constructing	250	180	220	170	200	200
Level of voluntary Participation in the ACDBE Provision	75	75	75	70	50	75
Managing, Operating and Maintaining	175	155	150	120	140	130
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	800	640	690	645	630	655

Master ConcessionAir, LLC

EVALUATION FACTORS	MAX. POINT	1 Adrian Songer	2 Douglas Jorge	3 Rebecca Figueroa	4 Alvin West	5 Henry Perez
Financial Capacity To Perform/Financing	50	50	50	45	45	48
Experience and Qualifications	250	250	245	250	235	175
Developing, Designing and Constructing	250	250	200	250	225	230
Level of voluntary Participation in the ACDBE Provision	75	75	75	75	70	75
Managing, Operating and Maintaining	175	175	165	170	165	160
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	800	800	735	790	740	688

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP-MDAD-07-12

Date: AUGUST 13, 2013

PROPOSER: Beyond Expectations Carmen Morris Concessions, LLC

EVALUATOR: Adrian Songer

	SELECTION CRITERIA	MAX. RANGE UP TO 800 POINTS
	Financial Capacity To Perform/Financing	50
	POINTS ASSIGNED	40
	Experience and Qualifications	250
	POINTS ASSIGNED	190
	Developing, Designing and Constructing	250
	POINTS ASSIGNED	180 ~~250~~ aFS
	Voluntary ACDBE Plan	75
	POINTS ASSIGNED	75
	Managing, Operating and Maintaining	175
	POINTS ASSIGNED	~~175~~ aFS 155
	TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	640

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP-MDAD-07-12

Date: AUGUST 13, 2013

PROPOSER: Master ConcessionAir, LLC

EVALUATOR: Adrien Senger

	SELECTION CRITERIA	MAX. RANGE UP TO 800 POINTS
	Financial Capacity To Perform/Financing	50
	POINTS ASSIGNED	50
	Experience and Qualifications	250
	POINTS ASSIGNED	250
	Developing, Designing and Constructing	250
	POINTS ASSIGNED	250
	Voluntary ACDBE Plan	75
	POINTS ASSIGNED	75
	Managing, Operating and Maintaining	175
	POINTS ASSIGNED	175
	TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	800

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP-MDAD-07-12

Date: AUGUST 13, 2013

PROPOSER: Beyond Expectations Carmen Morris Concessions, LLC

EVALUATOR: Douglas Jorge

SELECTION CRITERIA	MAX. RANGE UP TO 800 POINTS
Financial Capacity To Perform/Financing	50
POINTS ASSIGNED	45
Experience and Qualifications	250
POINTS ASSIGNED	200
Developing, Designing and Constructing	250
POINTS ASSIGNED	220
Voluntary ACDBE Plan	75
POINTS ASSIGNED	75
Managing, Operating and Maintaining	175
POINTS ASSIGNED	150
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	750

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP-MDAD-07-12

Date: AUGUST 13, 2013

PROPOSER: Master ConcessionAir, LLC
EVALUATOR: Douglas Jorna

SELECTION CRITERIA	MAX. RANGE UP TO 800 POINTS
Financial Capacity To Perform/Financing	50
POINTS ASSIGNED	50
Experience and Qualifications	250
POINTS ASSIGNED	~~200~~ 24
Developing, Designing and Constructing	250
POINTS ASSIGNED	200
Voluntary ACDBE Plan	75
POINTS ASSIGNED	75
Managing, Operating and Maintaining	175
POINTS ASSIGNED	165 ~~150~~
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	~~675~~

~~720~~ 735

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP-MDAD-07-12

Date: AUGUST 13, 2013

PROPOSER: Beyond Expectations Carmen Morris Concessions, LLC

EVALUATOR: REBECCA FIGUEROA

	SELECTION CRITERIA	MAX. RANGE UP TO 800 POINTS
	Financial Capacity To Perform/Financing	50
	POINTS ASSIGNED	45
	Experience and Qualifications	250
	POINTS ASSIGNED	240
	Developing, Designing and Constructing	250
	POINTS ASSIGNED	170
	Voluntary ACDBE Plan	75
	POINTS ASSIGNED	70
	Managing, Operating and Maintaining	175
	POINTS ASSIGNED	170
	TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	945

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP-MDAD-07-12

Date: AUGUST 13, 2013

PROPOSER: Master ConcessionAir, LLC

EVALUATOR: REBECCA FIGUEROA

	SELECTION CRITERIA	MAX. RANGE UP TO 800 POINTS
	Financial Capacity To Perform/Financing	50
	POINTS ASSIGNED	45
	Experience and Qualifications	250
	POINTS ASSIGNED	270
	Developing, Designing and Constructing	250
	POINTS ASSIGNED	250
	Voluntary ACDBE Plan	75
	POINTS ASSIGNED	75
	Managing, Operating and Maintaining	175
	POINTS ASSIGNED	170
	TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	790

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP-MDAD-07-12

Date: AUGUST 13, 2013

PROPOSER: Beyond Expectations Carmen Morris Concessions, LLC

EVALUATOR: AL WEST

	SELECTION CRITERIA	MAX. RANGE UP TO 800 POINTS
	Financial Capacity To Perform/Financing	50
	POINTS ASSIGNED	40
	Experience and Qualifications	250
	POINTS ASSIGNED	200
	Developing, Designing and Constructing	250
	POINTS ASSIGNED	200
	Voluntary ACDBE Plan	75
	POINTS ASSIGNED	50
	Managing, Operating and Maintaining	175
	POINTS ASSIGNED	140
	TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	630

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP-MDAD-07-12

Date: AUGUST 13, 2013

PROPOSER: Master ConcessionAir, LLC
EVALUATOR: AI WEST

	SELECTION CRITERIA	MAX. RANGE UP TO 800 POINTS
	Financial Capacity To Perform/Financing	50
	POINTS ASSIGNED	45
	Experience and Qualifications	250
	POINTS ASSIGNED	235
	Developing, Designing and Constructing	250
	POINTS ASSIGNED	225
	Voluntary ACDBE Plan	75
	POINTS ASSIGNED	70
	Managing, Operating and Maintaining	175
	POINTS ASSIGNED	165
	TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE)	740

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP-MDAD-07-12

Date: AUGUST 13, 2013

PROPOSER: Beyond Expectations Carmen Morris Concessions, LLC

EVALUATOR: HENRY PEREZ

	SELECTION CRITERIA	MAX. RANGE UP TO 800 POINTS
	Financial Capacity To Perform/Financing	50
	POINTS ASSIGNED	50
	Experience and Qualifications	250
	POINTS ASSIGNED	200
	Developing, Designing and Constructing	250
	POINTS ASSIGNED	200
	Voluntary ACDBE Plan	75
	POINTS ASSIGNED	75
	Managing, Operating and Maintaining	175
	POINTS ASSIGNED	130
	TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	655

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
RETAIL CONCESSIONS PROGRAM 2012
PACKAGE 1
RFP-MDAD-07-12

Date: AUGUST 13, 2013

PROPOSER: Master ConcessionAir, LLC

EVALUATOR: HENRY PEREZ

	SELECTION CRITERIA	MAX. RANGE UP TO 800 POINTS
	Financial Capacity To Perform/Financing	50
	POINTS ASSIGNED	48
	Experience and Qualifications	250
	POINTS ASSIGNED	175
	Developing, Designing and Constructing	250
	POINTS ASSIGNED	230
	Voluntary ACDBE Plan	75
	POINTS ASSIGNED	75
	Managing, Operating and Maintaining	175
	POINTS ASSIGNED	160
	TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	658

COPIES OF PRICE PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012 PACKAGE 1

ATTACHMENT D

PROPOSERS:

MASTER CONCESSIONAIR, LLC

BEYOND EXPECTATIONS CARMEN MORIS CONCESSIONS, LLC

MINIMUM ANNUAL GUARANTEE PROPOSAL FORM

Package No. 1: National Branded Fried Chicken with Two Open Concepts

(Proposer shall clearly state on above line the Package Number for which the Proposer is presenting this Appendix B. Proposer shall submit an Appendix B for each package separately.)

Print Name of Proposer: Master ConcessionAir, LLC

Print Name of Authorized Representative: Pedro Amaro Jr.

Signature of Authorized Representative of Proposer:

Date: April 15, 2013

The financial component for the Retail Concession Program 2012 is based on the proposed Minimum Annual Guarantee ("MAG"). As consideration for the privilege to engage in business at Miami International Airport, Concessionaire shall pay the MAG to the Department, which is inclusive of Location rent. The MAG shall be in U.S. funds, prorated and payable in twelve equal monthly payments on or before the first day of each month, ("Minimum Monthly Guarantee") in advance, without billing or demand, plus applicable state taxes as may be required by law.

The current location rent is set at $76.77* per square foot annually for the lease of the Location in Exhibit A, Locations. Effective upon Beneficial Occupancy of each Location, Concessionaire shall pay the prorated MAG. The minimum acceptable Minimum Annual Guarantee for this RFP is no less than the Location rent for each package:

Minimum MAG Package 1 $431,217 (5617 S.F. X $76.77)

Minimum MAG Package 2 $23,031 (300 S.F. X $76.77)

MAG $ 631,218.00
In numbers

MAG: $ Six Hundred and Thirty One Thousand Two Hundred and Eighteen
In words

*On October 1st of each year of the Agreement, the rental rates, pursuant to **Article 3.06, "Annual Rental"** of the Lease and Concession Agreement shall be subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board of County Commissioners, as may be amended from time to time.

(In case of conflict between words and figures, the words will govern; provided, however, that if the words are obviously incorrect, the County shall have the right to accept the MAG Proposal based on the figures. Additionally, the County shall have the right to correct obvious arithmetic errors.)

Proposers cannot qualify, place conditions or additional terms on this MAG Proposal. Any Proposers who qualify or place conditions or additional terms with this price proposal may be found non responsive.

Proposers – do not include any Support Spaces/Storage as covered under Article 1, Sub-Articles 1.04 and 1.05 of the Lease & Concession Agreement which, if necessary, will be handled separately.

PROPOSER
(If individual, partnership or joint venture):

Name: Master ConcessionAir LLC

By: _____
Signature

Pedro Amaro Jr.
Print Name

Title: CEO

PROPOSER (If Corporation):

Name: _____

By: _____
President

_____
Print Name

Attest: _____
Secretary

_____
Print Name

Witnesses to above signature:

_____
Signature

William Alberni
Print Name

_____
Signature

Maribel Cardo
Print Name

(CORP. SEAL)

Dated April 12, 2013

Sworn to and subscribed before me this 12 day of April, 2013

_____
Notary Public

My commission Expires on:

9/30/2016

(NOTARY SEAL)

BELKYS STEIGERWALD
MY COMMISSION EXPIRES
September 30, 2016
#EE 224676
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

APPENDIX B

MINIMUM ANNUAL GUARANTEE PROPOSAL FORM

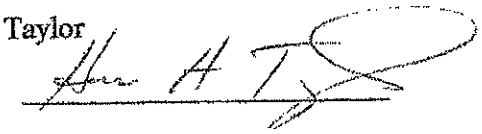
MINIMUM ANNUAL GUARANTEE PROPOSAL FORM

Package No. 1

(Proposer shall clearly state on above line the Package Number for which the Proposer is presenting this Appendix B. Proposer shall submit an Appendix B for *each* package separately.)

Print Name of Proposer: Beyond Expectations Carmen Morris Concessions, LLC

Print Name of Authorized Representative: Homer H. Taylor

Signature of Authorized Representative of Proposer: 

Date: 2/19/13

The financial component for the Retail Concession Program 2012 is based on the proposed Minimum Annual Guarantee ("MAG"). As consideration for the privilege to engage in business at Miami International Airport, Concessionaire shall pay the MAG to the Depai Unent, which is inclusive of Location rent. The MAG shall be in U.S. funds, prorated and payable in twelve equal monthly payments on or before the first day of each month, ("Minimum Monthly Guarantee") in advance, without billing or demand, plus applicable state taxes as may be required by law.

The current location rent is set at $76.77* per square foot annually for the lease of the Location in Exhibit A, Locations. Effective upon Beneficial Occupancy of each Location, Concessionaire shall pay the prorated MAG. The minimum acceptable Minimum Annual Guarantee for this RFP is no less than the Location rent for each package:

Minimum MAG Package 1 $431,217 (5617 S.F. X $76.77)

Minimum MAG Package 2 $23,031.00 (300 S.F. X $76.77)

MAG $ 708,000.00
In numbers

MAG: $seven hundred and eight thousand dollars
In words

*On October 1st of each year of the Agreement, the rental rates, pursuant to **Article 3.06, "Annual Rental"** of the Lease and Concession Agreement shall be subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board of County Commissioners, as may be amended from time to time.

(In case of conflict between words and figures, the words will govern; provided, however, that if the words are obviously incorrect, the County shall have the right to accept the MAG Proposal based on the figures. Additionally, the County shall have the right to correct obvious arithmetic errors.)

Proposers cannot qualify, place conditions or additional terms on this MAG Proposal. Any Proposers who qualify or place conditions or additional terms with this price proposal may be found non responsive.

Proposers — do not include any Support Spaces/Storage as covered under Article 1, Sub-Articles L04 and 1.05 of the Lease & Concession Agreement which, if necessary, will be handled separately.

PROPOSER
(If individual, partnership or joint venture):

Name: Beyond Expectations Carmen Morris Concessions, LLC

By: _____
Signature

Homer H. Taylor
Print Name

Title Treasurer

Witnesses to above signature:

_____
Signature

Susan D Rodrigues
Print Name

_____
Signature

Amy Thigpen
Print Name

Dated 2-14-13

Sworn to and subscribed before me this 19 day of February, 2013

_____
Notary Public

My commission Expires on:
May 11 2014
(NOTARY SEAL)

PROPOSER (If Corporation):

Name _____

By _____
President

Print Name

Attest _____
Secretary

_____
Print Name

(CORP SEAL)

ANDREW DAVID STEVENSON NOTARY PUBLIC HALL COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 11, 2014

ATTACHMENT E
INVENTORIES

REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012	CONTRACT MEASURES: Voluntary ACDBE Goal PACKAGE # 1
RFP No. MDAD-07-12	
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: 04/15/2013 PAGE 1 OF 13

NAME OF PROPOSER:	Master ConcessionAir, LLC
ADDRESS:	Miami International Airport, Concourse F #3472 Miami, FL 33122
TELEPHONE/FAX NUMBERS:	(305) 871-0559/(305) 871-9323
REPRESENTATIVE:	Pedro Amaro, Jr.
E-MAIL ADDRESS:	amaro@mca-airports.com

PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
PROPOSER'S QUALIFICATIONS		
Minimum Qualifications: Proposers shall supply evidence that they meet the minimum qualifications established for this RFP as follows: 1. Proposer should demonstrate three (3) years experience within the last five (5) years in each of the following capabilities: financing, developing, designing and construction, managing, operating and maintaining the Location in an airport, transportation center, retail shopping center or marketplace generating at least an aggregate of $3,000,000 in annual Gross Revenues for such Food and Beverage locations	Yes	See Tab, "Questionaire and Minimum Qualifications Form", years and dollars meet the requirements but, Contracts provided in the following names: -Miami International Airport F & B Contract-Sublease from HMS Host -Miami International Airport Retail Contract-30% Joint Venture with HMS Host -Fort Lauderdale-Hollywood International Airport F & B Contract See write up Concessions

REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012	CONTRACT MEASURES: Voluntary ACDBE Goal PACKAGE# 1
RFP No. MDAD-07-12	
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: 04/15/2013 PAGE 2 OF 13

NAME OF PROPOSER:	Master ConcessionAir, LLC
ADDRESS:	Miami International Airport, Concourse F #3472 Miami, FL 33122
TELEPHONE/FAX NUMBERS:	(305) 871-0559/(305) 871-9323
REPRESENTATIVE:	Pedro Amaro, Jr.
E-MAIL ADDRESS:	amaro@mca-airports.com

PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
2. If the Proposer is an individual or partnership, the individual and/or the partner, who shall be responsible for the operation of the Agreement, should have met the specified Minimum Qualifications. If the Proposer is a Joint Venture, then at least one (1) of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications. A Proposer, whether a joint venture or otherwise, may proffer the experience of its corporate parent, sister, or subsidiary ("an affiliated company") in meeting these minimum qualifications. However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience of an affiliated company should be advised that the Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience on a case-by-case basis, and may base such decision on the relationship between the Proposer and the affiliate, as evidenced by whatever documentation is provided in the Proposal submission or otherwise presented at the request of the Selection Committee	Yes	See Tab, "Questionaire and Minimum Qualifications Form", form signed by Pedro Amaro who is listed as manager on the state filing documents
3. Must be authorized to do business in the State of Florida	Yes	See Tab, "Questionaire and Minimum Qualifications Form", provided in the name of "Master Concessionair, LLC" organized May 20, 2005; filed 2/11/2013.
TECHNICAL PROPOSAL		
a) Table of Contents The table of contents should outline, in sequential order, the major areas of the Technical Proposal. All pages of the Technical Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.	Yes	See Tab "Table of Content"

REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012	CONTRACT MEASURES: Voluntary ACDBE Goal PACKAGE# 1
RFP No. MDAD-07-12	
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: 04/15/2013 PAGE 3 OF 13

NAME OF PROPOSER:	Master ConcessionAir, LLC
ADDRESS:	Miami International Airport, Concourse F #3472 Miami, FL 33122
TELEPHONE/FAX NUMBERS:	(305) 871-0559/(305) 871-9323
REPRESENTATIVE:	Pedro Amaro, Jr.
E-MAIL ADDRESS:	amaro@mca-airports.com

PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
b) Questionnaire and Minimum Qualifications Form The "Questionnaire and Minimum Qualifications Form" (see Appendix A) is to be completed and signed by an authorized officer of the Proposer submitting the Proposal	Yes	See #1 above
c) Executive Summary The executive summary shall briefly and concisely describe the basic services offered by the Proposer; the Proposer's ability to perform the work requested in this RFP; the background, experience and qualifications of the Proposer and the Subcontractors / Subconsultants; the qualifications of the Proposer's personnel to be assigned to this project; and, any other information called for by this RFP, which the Proposer deems relevant. The executive summary should be no longer than four (4) pages	Yes	See Tab "Executive Summary", three (3) concepts proposed as follows: -Kentucky Fried Chicken -Taco Bell -Pizza Hut
d) Proof of Minimum Qualifications The Proposer shall verify its ability to satisfy all of the minimum qualifications (see Appendix A "Questionnaire and Minimum Qualifications Form"). Proposers who are less qualified, than is called for in this solicitation, or who are relying on qualifications of separate corporate entities, may receive less, or no points, from the Selection Committee, if such lack of experience would or could suggest that there is an inability to provide the services required in the manner contemplated by this solicitation.	Yes	See Tab "Proof of Minimum Qualifications"
e) Technical Information:		
1) The Proposer shall describe its specific policies, plans, procedures or techniques to be used in providing services (see Section 1.2, "Scope of Services"). The Proposer shall also describe its approach to project organization and management, and the responsibilities of Proposer's management and personnel that will perform work pursuant to this project.	Yes	See Tab "Technical Information"

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NAME OF PROPOSER:	Master ConcessionAir, LLC
ADDRESS:	Miami International Airport, Concourse F #3472 Miami, FL 33122
TELEPHONE/FAX NUMBERS:	(305) 871-0559/(305) 871-9323
REPRESENTATIVE:	Pedro Amaro, Jr.
E-MAIL ADDRESS:	amaro@mca-airports.com

PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
2) The Proposer shall provide an organizational chart including titles for all personnel to be assigned to this project. The chart must clearly identify the Proposer's key personnel. Key personnel include all partners, managers, seniors, and other professional staff that will perform services on this project.	Yes	See Tab "Technical Information"
3) The Proposer shall describe their key personnel's experience, qualifications, functions to be performed and other vital information including relevant experience on previous similar projects. The Proposer shall also provide their resumes with job descriptions and other detailed qualification information. Note: After Proposal submission, the Proposer has a continuing obligation to advise the Department of any changes, intended or otherwise, to the key personnel identified in its Proposal.	Yes	See Tab "Technical Information"
f) Proposer's Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References:	Yes	See Tab "Experience and Qualifications"
1) Experience: The Proposer shall provide a history of its background and experience in providing similar services and shall state the number of years that it has been in existence, the current number of employees, and the primary markets served.	Yes	See Tab "Experience and Qualifications"
2) Specific Project Experience: The Proposer shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. For each comparable contract, the Proposer should identify: (i) the client, (ii) a description of the work performed, (iii) the total dollar value of the contract, (iv) the contract duration, (v) the client contact person and telephone number for reference, (vi) a statement or notation of whether Proposer(s) is/was the primary consultant /contractor or subcontractor/subconsultant, and (vii) the results of the project. The Proposer shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the County.	Yes	See Tab "Experience and Qualifications" Provided Central Terminal project since 2002 extended through 2014, three (3) locations, 15 units.

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NAME OF PROPOSER:	Master ConcessionAir, LLC
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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
3) Additional Experience: The Proposer shall describe any other experiences or information related to the Services described in Section 1.2, Scope of Services. (e.g. catering, training, etc.)	Yes	See Tab "Experience and Qualifications"
4) Past Performance: List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Code, which requires that "a Bidder's or Proposer's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts." The Proposer must list and describe all work performed or being performed for Miami-Dade County, include the name of the County department which administers or administered the contract(s); the contact person(s) on the contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the County contract was audited by the County and the results therefrom, and the name, address, telephone number, responsibilities and employment status of the management team including, but not limited, to: the General Manager, Facilities manager, and Accounting manager assigned to any County contract within the last three (3) years.	Yes	See Tab "Experience and Qualifications" Did not provide details as requested with proposal. However, missing information was requested and received with the additional information provided.
5) Litigation: The Proposer shall describe any prior or pending litigation, in which (i) the Proposer, (ii) any member of a joint venture, (iii) Subcontractors, (iv) any of those entities' subsidiaries, affiliates or parent companies, or (v) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details.	Yes	See Tab "Experience and Qualifications" Stated that none of the Proposer parties have been involved in landlord-tenant litigation, nor is any party involved in any litigation that could have a material impact on our operations; also provided a list of EEOC complaints
6) Convictions, Indictments, or Investigations: Has the organization of the Proposer or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Proposer herein?	Yes	See Tab "Experience and Qualifications"; ;list of EEOC complaints provided

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NAME OF PROPOSER:	Master ConcessionAir, LLC
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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
Identify any criminal convictions or civil judgments for the last the (10) years, and pending criminal indictments or governmental/regulatory investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of indictment or investigation.		
7) Affiliations: Please state whether the Proposer, any Principal of Proposer, any family, member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten (10) years (a) directly or indirectly a business relationship with Miami-Dade County (including Miami-Dade Aviation), (b) directly or indirectly receives or received revenues from Miami-Dade County (including Miami-Dade Aviation) or (c) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe such relationship. Please also state whether the Respondent, any Principal of Respondent or any of their family members has or had with the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.	Yes	See Tab "Experience and Qualifications"
8) References: The Proposer shall provide customer references for similar projects, in scope and magnitude preferably in an airport environment, which the Proposer has either ongoing or completed within the last three (3) years.	Yes	See Tab "Experience and Qualifications",
g) Financial Capacity to Perform This section should include the documentation requested below for the proposing company and individual companies comprising a team or joint venture that are signatories to the guaranteed payment of the Minimum Annual Guarantee. It should note financial relationship and	Yes	See Tab "Financial Capacity To Perform"; did not see the percentage of equity and shares with the proposal but was requested and provided with the additional information.

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NAME OF PROPOSER:	Master ConcessionAir, LLC
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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
responsibilities with regard to parent, subsidiary, or related companies. Given the unique nature of individual corporate relationships, Proposers seeking to rely on the financial support of a corporate relation should be advised that the Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered financial support on a case-by-case basis. All Proposers must provide information on: • The percentage of equity of any partnerships formed • Equity shares should be specified on the form and on additional sheets, if necessary.		
1) Capital Investment: Proposer shall submit a Financial Plan, which will indicate: • the source of funding to be used for start up costs and capital improvements, and • the amount of working capital and reserves the Proposer determines will be required to maintain operations. Additional information will include, but not be limited to, • estimated costs for improvements and • projected expenses for leasehold improvements and/or furniture, fixtures and equipment	Yes	See Tab "Financial Capacity To Perform", provided a Commitment Letter from Northern Trust; provided financial documents dating back to 2009 in the name of Master Concessionair LLC and Subsidiaries, see the write up from Finance.
2) References: The Proposer must list three (3) business references related to its business operations during the past three (3) years. Proposer shall provide for each reference a contact name, title, phone number, fax number, email address.	Yes	See Tab "Financial Capacity To Perform", see the write up from Finance
3) Financial Background Information:	Yes	See Tab "Financial Capacity To

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NAME OF PROPOSER:	Master ConcessionAir, LLC
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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
In order to understand the financial capabilities and stability of the proposing company, and that of any joint venture or affiliated entities, the Department requires that the following historical financial information be submitted:		Perform"
i) Audited or reviewed comparative financial statements for the last **three** fiscal years prepared in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS), reflecting current financial conditions; if there are no audited or reviewed financial statements available, then provide federal income tax returns filed with the Internal Revenue Service (IRS) for the previous **three (3)** fiscal periods.	Yes	See Tab "Financial Capacity To Perform"; see the analysis prepared by Finance
ii) An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted as part of (i) above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state that fact.	Yes	See Tab "Financial Capacity To Perform"; see the analysis prepared by Finance
4) Requested Information From Subsidiaries: The Proposer must state whether this company operates as a subsidiary of another company. If so, include the appropriate financial information such as the financial relationship and responsibilities to subsidiary or related companies for both the parent and subsidiary as required in item 3 above. State whether the parent company guarantees the Minimum Annual Guarantee and the Agreement for the subsidiary company. If so, provide a letter from the appropriate agent of the parent company verifying the parent company's intent to guarantee the Minimum Annual Guarantee and Agreement.	Yes	Provided with Minimum Qualification information
h) Developing, Designing and Construction: 1) Proposers shall submit (FOR EACH PACKAGE, SPECIFICALLY LISTING THE PACKAGE NUMBER) a	Yes	See Tab "Developing, Designing and Construction";

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NAME OF PROPOSER:	Master ConcessionAir, LLC
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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
narrative description and drawings or photographs of the proposed Capital Improvements, and the dominant design theme in sufficient detail to facilitate evaluation of the quality and design of the proposed improvements. The Proposer shall specify how the design will convey or reflect the character of Miami-Dade County, its residents, and/or Miami-International Airport. 2) The Proposer is required to submit (FOR EACH PACKAGE, SPECIFICALLY LISTING THE PACKAGE NUMBER), as part of its Proposal, a Design and Construction Schedule detailing its plan for improvements, fixtures and/or signage installation throughout the Airport using a timeline for the concept and indicating anticipated build-out time. 3) The Proposer must also provide its procedures for coordinating design and construction, including but not limited to, field inspection and tenant assistance. 4) Proposer should discuss its similar experience in airport concession operations or similar experience elsewhere. Identify its in-house architectural capabilities or any architectural design teams to be used, specifying prior experience. Photographs may be included.		
(i) Managing, Operating and Maintaining 1) Provide Proposer's Management Plan (FOR EACH PACKAGE, SPECIFICALLY LIST THE PACKAGE NUMBER) including managing, operating and/or maintaining the Location for which it is proposing, considering the requirements in the **Scope of Services (Sub-Section 1.2**, in this RFP.). Describe the management concepts and operation strategies. Indicate years of experience in property management, including the centers managed both presently and in recent years. Provide sales, sales per enplanement, if applicable, square footage managed, and number of units managed. Identify the elements from past experience that may be applicable to working at	Yes	See Tab "Managing Operating and Maintaining", marked the following confidential, but did not provide documents 2013 Reference Guide entitle "Always Reliable, "CORE Operations Standards Field Guide" (Customer Operations Review & Evaluations), Associate Handbook.

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NAME OF PROPOSER:	Master ConcessionAir, LLC
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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
this Airport. 2) Staffing Plan (FOR EACH PACKAGE, SPECIFICALLY LISTING THE PACKAGE NUMBER): Provide the following details relating to the Proposer's staffing to meet its management, and operations obligations: a) Organizational chart specific to MIA operations, also noting decision-making responsibilities. Resumes of key staff members should be provided. b) Describe the proposed staffing requirements with a summary of the duties for management/supervisory positions in detail. c) Staffing level and schedule to illustrate coverage of operating hours. d) Specifically point out any activities that will be performed off-site (i.e., at a corporate headquarters or regional office) or by a third-party provider. 3) Sales and Revenue/Financial Projections (FOR EACH PACKAGE, SPECIFICALLY LISTING THE PACKAGE NUMBER): Proposers should provide a realistic estimate of the expected annual Gross Revenues to be derived from the proposed operations. Major assumptions used in developing the sales projections should also be clearly stated. 4) Describe Proposer's labor and training practices: Provide the following information regarding the labor and training practices which will be used at MIA regarding Proposer's own organization: a) Provide employee handbook, if any. b) Briefly describe recruiting techniques and sources of management and non-management labor. c) Briefly describe any motivation programs or incentives Proposer has in place for its employees. 5) Customer Service Philosophy and Programs: The Proposer shall provide: a) Customer service-training program or any training or education programs that the Proposer will offer, b) A description of the goals and objectives with regard to		

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NAME OF PROPOSER:	Master ConcessionAir, LLC
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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
customer service, c) The proposed customer service survey program, frequency of use, data analysis methodology, and sample summary reports, and finally a proposed customer service plan. d) Speed of service standards. e) Customer service policies and quality assurance procedures. f) Customer guarantees, exchange or refund policies. g) Customer complaint/comment policies (how they will be received, how they will be addressed, etc.) h) List credit cards that will be accepted. i) List retail shipping and gift-wrap services, (not applicable to food and beverage) that will be made available. j) List any other services that will be provided. 6) Property Management Plan: Describe Proposer's opinion as to the day to day property management approach and how Proposer intends to implement it in this program, as well as the following: a) Sales reporting program b) Procedures to evaluate unit productivity. 7) Submit the proposed facility maintenance plan indicating the method and frequency by which Proposer intends to maintain the Location and the administrative support space in a first class manner. a) Describe Proposer's policy for maintenance and repairs and replacement of equipment, displays, fixtures and carpeting in the Proposer's Location b) Provide a plan to handle concession servicing including delivery, storage, trash removal, and recycling. 8) Provide other relevant information, including local management information that supports Proposer's Proposal on providing services as required herein. 9) Include local management wherever possible.		

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NAME OF PROPOSER:	Master ConcessionAir, LLC
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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
j) Subcontractors/Subconsultants Performing Services The Proposer shall also include a list of the names and addresses of all major first tier Subcontractors / Subconsultants, and describe the extent of work to be performed by each one. Include resumes for the Subcontractors/Subconsultants' key personnel	Yes	See Tab "Appendix E2"
k) Submission of Required Documentation The Proposer must complete, sign as required, and submit the following documents as part of its Proposal, which have been included as attachments to this RFP:	Yes	Provided the requested forms and the Vendor Affidavits Form from DPM
ATTACHMENTS		
Appendix A: Questionnaire and Minimum Qualifications Form (The Proposer must complete Appendix A to evidence that it meets the minimum qualifications)	Yes	See Tab "Appendix A"; note that Proposer did not mark the subsidiary box but reference subsidiaries in the document.
Appendix B: Minimum Annual Guarantee Proposal Form	Yes	Provided in separate envelopes, price $631,218.00
Appendix C: Acknowledgement of Addenda (seven(7) Addenda)	Yes	See Tab "Appendix C"
Appendix D: Lobbyist Registration for Oral Presentation	Yes	See Tab "Appendix D"
Appendix E-1: Single Form Execution Affidavits	Yes	See Tab "Appendix E1"
Public Entity Crimes Affidavit	Yes	See Tab "Appendix E1"
Criminal Record Affidavit	Yes	See Tab "Appendix E1"
Disclosure of Ownership Affidavit	Yes	See Tab "Appendix E1"
Appendix E-2: Condition of Award Requirements – Single Form Execution Affidavits	Yes	See Tab "Appendix E2"
• Affirmation of Vendor Affidavits	Yes	See Tab "Appendix E2"
• Collusion Affidavit	Yes	See Tab "Appendix E2"

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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENTS PROVIDED?	NOTES
• Sudan/Iran Affidavit	Yes	See Tab "Appendix E2"
• Subcontracting Policies Statement (No format, insert document)	Yes	See Tab "Appendix E2"
• Subcontractor/Supplier Listing	Yes	See Tab "Appendix E2", provided N/A on the form
• Proof of Authorization to do Business (No format, insert document)	Yes	See Tab "Appendix E2"
Appendix F: Local Business Preference	Yes	See Tab "Appendix F, Local Business Tax Receipt for 2012-2013 for Master Concessionair LLC as of 10/16/2012.
Appendix G: Proposal Bond Guaranty	Yes	Provided a check
Appendix I: Forms for ACDBE Program	Yes	See Tab "Appendix I"; see write up from Minority Affairs
Appendix M: Labor Peace Agreement(s)	Yes	See Tab "Appendix M", provided that they have an existing Collective Bargaining Agreement., also received confirmation from UniteHere

COMMENTS: (Optional)

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NAME OF PROPOSER:	Beyond Expectations Carmen Morris Concessions, LLC
ADDRESS:	15074 S.W. 127th Court Miami, FL 33186
TELEPHONE/FAX NUMBERS:	(305) 778-2539/(305) 278-1528
REPRESENTATIVE:	Carmen Morris
E-MAIL ADDRESS:	cmorris@bellsouth.net

PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
PROPOSER'S QUALIFICATIONS		
Minimum Qualifications: Proposers shall supply evidence that they meet the minimum qualifications established for this RFP as follows: 1. Proposer should demonstrate three (3) years experience within the last five (5) years in each of the following capabilities: financing, developing, designing and construction, managing, operating and maintaining the Location in an airport, transportation center, retail shopping center or marketplace generating at least an aggregate of $3,000,000 in annual Gross Revenues for such Food and Beverage locations	Yes	Orange Binder, See Tab for Appendix A, page 10 and 11; also provided a Joint Venture Operating Agreement for Beyond Expectations Carmen Morris Concessions, LLC, A Florida Limited Liability Company under Appendix I Demonstrated the minimum- Homer Taylor (Treasurer) listed as the partner, provided all categories See write up from Concessions

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E-MAIL ADDRESS:	cmorris@bellsouth.net

PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
2. If the Proposer is an individual or partnership, the individual and/or the partner, who shall be responsible for the operation of the Agreement, should have met the specified Minimum Qualifications. If the Proposer is a Joint Venture, then at least one (1) of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications. A Proposer, whether a joint venture or otherwise, may proffer the experience of its corporate parent, sister, or subsidiary ("an affiliated company") in meeting these minimum qualifications. However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience of an affiliated company should be advised that the Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience on a case-by-case basis, and may base such decision on the relationship between the Proposer and the affiliate, as evidenced by whatever documentation is provided in the Proposal submission or otherwise presented at the request of the Selection Committee	Yes	Orange Binder, A Joint Venture agreement was provided: Beyond Your Expectations, LLC 85% c/o Homer Taylor Carmen Morris & Associates, Inc. listed for 15%, See Appendix I
3. Must be authorized to do business in the State of Florida	Yes	Black Binder- See Tab "Proof of Minimum Qualifications"- have one for Beyond Expectations Inc. and Carmen Morris & Associates, Inc.; Georgia Limited Liability, LLC authorized to work in Florida

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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
TECHNICAL PROPOSAL		
a) Table of Contents The table of contents should outline, in sequential order, the major areas of the Technical Proposal. All pages of the Technical Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.	Yes	Black Binder, See Tab "Table of Contents"
b) Questionnaire and Minimum Qualifications Form The "Questionnaire and Minimum Qualifications Form" (see Appendix A) is to be completed and signed by an authorized officer of the Proposer submitting the Proposal	Yes	Orange Binder, Tab "Appendix A"
c) Executive Summary The executive summary shall briefly and concisely describe the basic services offered by the Proposer; the Proposer's ability to perform the work requested in this RFP; the background, experience and qualifications of the Proposer and the Subcontractors / Subconsultants; the qualifications of the Proposer's personnel to be assigned to this project; and, any other information called for by this RFP, which the Proposer deems relevant. The executive summary should be no longer than four (4) pages	Yes	Black Binder, Tab "Executive Summary" The following was in the summary: President – Kadirali Chunara 34% Vice President: Carmen Morris 15% Secretary: Ali Kassam 25.5% Treasurer: Homer H. Taylor 25.5%

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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
d) Proof of Minimum Qualifications The Proposer shall verify its ability to satisfy all of the minimum qualifications (see Appendix A "Questionnaire and Minimum Qualifications Form"). Proposers who are less qualified, than is called for in this solicitation, or who are relying on qualifications of separate corporate entities, may receive less, or no points, from the Selection Committee, if such lack of experience would or could suggest that there is an inability to provide the services required in the manner contemplated by this solicitation.	Yes	See "b" above
e) Technical Information:		
1) The Proposer shall describe its specific policies, plans, procedures or techniques to be used in providing services (see Section 1.2, "Scope of Services"). The Proposer shall also describe its approach to project organization and management, and the responsibilities of Proposer's management and personnel that will perform work pursuant to this project.	Yes	Black Binder-See Tab "Technical Information", page 9, management personnel on page 12 and 13; but need personnel responsibilities; requested and received personnel information with the additional information received
2) The Proposer shall provide an organizational chart including titles for all personnel to be assigned to this project. The chart must clearly identify the Proposer's key personnel. Key personnel include all partners, managers, seniors, and other professional staff that will perform services on this project.	Yes	Black Binder-See Tab "Technical Information", page 12 for the organization chart; also see page 13; did not provide all of the personnel assigned; requested and received personnel information with the additional information received
3) The Proposer shall describe their key personnel's experience, qualifications, functions to be	Yes	Black Binder-See Tab "Technical

REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012	CONTRACT MEASURES: Voluntary ACDBE Goal PACKAGE 1
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NAME OF PROPOSER:	Beyond Expectations Carmen Morris Concessions, LLC
ADDRESS:	15074 S.W. 127th Court Miami, FL 33186
TELEPHONE/FAX NUMBERS:	(305) 778-2539/(305) 278-1528
REPRESENTATIVE:	Carmen Morris
E-MAIL ADDRESS:	cmorris@bellsouth.net

PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
performed and other vital information including relevant experience on previous similar projects. The Proposer shall also provide their resumes with job descriptions and other detailed qualification information. Note: After Proposal submission, the Proposer has a continuing obligation to advise the Department of any changes, intended or otherwise, to the key personnel identified in its Proposal.		Information", pages 14-23
f) Proposer's Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References:	Yes	Black Binder-See Tab "Experience, Past Perform., Litigation"
1) Experience: The Proposer shall provide a history of its background and experience in providing similar services and shall state the number of years that it has been in existence, the current number of employees, and the primary markets served.	Yes	Black Binder-See Tab "Experience, Past Perform., Litigation", page 23

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2) Specific Project Experience: The Proposer shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. For each comparable contract, the Proposer should identify: (i) the client, (ii) a description of the work performed, (iii) the total dollar value of the contract, (iv) the contract duration, (v) the client contact person and telephone number for reference, (vi) a statement or notation of whether Proposer(s) is/was the primary consultant /contractor or subcontractor/subconsultant, and (vii) the results of the project. The Proposer shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the County.	Yes	Black Binder-See Tab "Experience, Past Perform., Litigation", pages 24-25 Experience and Personnel Qualifications and Comparable Contracts under Tab "Appendix I"-Orange Binder
3) Additional Experience: The Proposer shall describe any other experiences or information related to the Services described in Section 1.2, Scope of Services. (e.g. catering, training, etc.)	No	
4) Past Performance: List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Code, which requires that "a Bidder's or Proposer's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts." The Proposer must list and describe all work performed or being performed for Miami-Dade County, include the name of the County department which administers or administered the contract(s); the contact person(s) on the	Yes	Black Binder-See Tab "Experience, Past Perform., Litigation", page 39, six (6) projects listed

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contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the County contract was audited by the County and the results therefrom, and the name, address, telephone number, responsibilities and employment status of the management team including, but not limited, to: the General Manager, Facilities manager, and Accounting manager assigned to any County contract within the last three (3) years.		
5) Litigation: The Proposer shall describe any prior or pending litigation, in which (i) the Proposer, (ii) any member of a joint venture, (iii) Subcontractors, (iv) any of those entities' subsidiaries, affiliates or parent companies, or (v) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details.	Yes	Black Binder-See Tab "Experience, Past Perform., Litigation", page 41, stated "None"
6) Convictions, Indictments, or Investigations: Has the organization of the Proposer or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Proposer herein? Identify any criminal convictions or civil judgments for the last the (10) years, and pending criminal indictments or governmental/regulatory investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of indictment or investigation.	Yes	Black Binder-See Tab "Experience, Past Perform., Litigation", page 42, stated "None"

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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
7) Affiliations: Please state whether the Proposer, any Principal of Proposer, any family, member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten (10) years (a) directly or indirectly a business relationship with Miami-Dade County (including Miami-Dade Aviation), (b) directly or indirectly receives or received revenues from Miami-Dade County (including Miami-Dade Aviation) or (c) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe such relationship. Please also state whether the Respondent, any Principal of Respondent or any of their family members has or had with the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.	Yes	Black Binder-See Tab "Experience, Past Perform., Litigation", page 43, stated "None"
8) References: The Proposer shall provide customer references for similar projects, in scope and magnitude preferably in an airport environment, which the Proposer has either ongoing or completed within the last three (3) years.	Yes	Black Binder-See Tab "Experience, Past Perform., Litigation", pages 44-59; Stated that they were a newly formed joint venture and reference letters were for the principals-Kadirali Chunara, Homer Taylor, Carmen Morris, and Ali Kassam
g) Financial Capacity to Perform This section should include the documentation requested below for the proposing company and individual companies comprising a team or joint	Yes	Black Binder-See Tab "Financial Capacity To Perform", team provided, page 60

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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
venture that are signatories to the guaranteed payment of the Minimum Annual Guarantee. It should note financial relationship and responsibilities with regard to parent, subsidiary, or related companies. Given the unique nature of individual corporate relationships, Proposers seeking to rely on the financial support of a corporate relation should be advised that the Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered financial support on a case-by-case basis. All Proposers must provide information on: • The percentage of equity of any partnerships formed • Equity shares should be specified on the form and on additional sheets, if necessary.		
1) Capital Investment: Proposer shall submit a Financial Plan, which will indicate: • the source of funding to be used for start up costs and capital improvements, and • the amount of working capital and reserves the Proposer determines will be required to maintain operations.	Yes	Black Binder-See Tab "Financial Capacity To Perform", pages 61-63; see the analysis prepared by Finance

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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
Additional information will include, but not be limited to, • estimated costs for improvements and • projected expenses for leasehold improvements and/or furniture, fixtures and equipment		
2) References: The Proposer must list three (3) business references related to its business operations during the past three (3) years. Proposer shall provide for each reference a contact name, title, phone number, fax number, email address.	Yes	Black Binder-See Tab "Financial Capacity To Perform", pages 64-74
3) Financial Background Information: In order to understand the financial capabilities and stability of the proposing company, and that of any joint venture or affiliated entities, the Department requires that the following historical financial information be submitted:	Yes	Black Binder-See Tab "Financial Capacity To Perform", pages 75-121, see the analysis prepared by Finance
i) Audited or reviewed comparative financial statements for the last **three** fiscal years prepared in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS), reflecting current financial conditions; if there are no audited or reviewed financial statements available, then provide federal income tax returns filed with the Internal Revenue Service (IRS) for the previous **three (3)** fiscal periods.	Yes	Black Binder-See Tab "Financial Capacity To Perform", pages 75-93, see analysis prepared by Finance
ii) An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted as part of (i)	Yes	Black Binder-See Tab "Financial Capacity To Perform", pages 94-121

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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
above, reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state that fact.		
4) Requested Information From Subsidiaries: The Proposer must state whether this company operates as a subsidiary of another company. If so, include the appropriate financial information such as the financial relationship and responsibilities to subsidiary or related companies for both the parent and subsidiary as required in item 3 above. State whether the parent company guarantees the Minimum Annual Guarantee and the Agreement for the subsidiary company. If so, provide a letter from the appropriate agent of the parent company verifying the parent company's intent to guarantee the Minimum Annual Guarantee and Agreement.	No	
h) Developing, Designing and Construction: 1) Proposers shall submit (FOR EACH PACKAGE, SPECIFICALLY LISTING THE PACKAGE NUMBER) a narrative description and drawings or photographs of the proposed Capital Improvements, and the dominant design theme in sufficient detail to facilitate evaluation of the quality and design of the proposed improvements. The Proposer shall specify how the design will convey or reflect the character of Miami-Dade County, its residents, and/or Miami-International Airport. 2) The Proposer is required to submit (FOR EACH PACKAGE, SPECIFICALLY LISTING THE PACKAGE NUMBER), as part of its Proposal, a Design and Construction Schedule detailing its plan for improvements, fixtures	Yes	Black Binder-See Tab "Develop, Designing & Construction", pages122-132 Three concepts proposed Popeyes, Bennigans, Steak 'n Shake

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and/or signage installation throughout the Airport using a timeline for the concept and indicating anticipated build-out time. 3) The Proposer must also provide its procedures for coordinating design and construction, including but not limited to, field inspection and tenant assistance. 4) Proposer should discuss its similar experience in airport concession operations or similar experience elsewhere. Identify its in-house architectural capabilities or any architectural design teams to be used, specifying prior experience. Photographs may be included.		
(i) Managing, Operating and Maintaining 1) Provide Proposer's Management Plan (FOR EACH PACKAGE, SPECIFICALLY LIST THE PACKAGE NUMBER) including managing, operating and/or maintaining the Location for which it is proposing, considering the requirements in the **Scope of Services (Sub-Section 1.2**, in this RFP.). Describe the management concepts and operation strategies. Indicate years of experience in property management, including the centers managed both presently and in recent years. Provide sales, sales per enplanement, if applicable, square footage managed, and number of units managed. Identify the elements from past experience that may be applicable to working at this Airport. 2) Staffing Plan (FOR EACH PACKAGE, SPECIFICALLY LISTING THE PACKAGE	Yes	Black Binder-See Tab "Managing, Operating and Maintaining"; pages 141-203

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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
NUMBER): Provide the following details relating to the Proposer's staffing to meet its management, and operations obligations: a) Organizational chart specific to MIA operations, also noting decision-making responsibilities. Resumes of key staff members should be provided. b) Describe the proposed staffing requirements with a summary of the duties for management/supervisory positions in detail. c) Staffing level and schedule to illustrate coverage of operating hours. d) Specifically point out any activities that will be performed off-site (i.e., at a corporate headquarters or regional office) or by a third-party provider. 3) Sales and Revenue/Financial Projections (FOR EACH PACKAGE, SPECIFICALLY LISTING THE PACKAGE NUMBER): Proposers should provide a realistic estimate of the expected annual Gross Revenues to be derived from the proposed operations. Major assumptions used in developing the sales projections should also be clearly stated. 4) Describe Proposer's labor and training practices: Provide the following information regarding the labor and training practices which will be used at MIA regarding Proposer's own organization: a) Provide employee handbook, if any. b) Briefly describe recruiting techniques and sources of management and non-management labor. c) Briefly describe any motivation programs or incentives Proposer has in place for its		

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PROPOSAL DOCUMENTS	WAS THE INFORMATION/ DOCUMENT(S) PROVIDED?	NOTES
employees. 5) Customer Service Philosophy and Programs: The Proposer shall provide: a) Customer service-training program or any training or education programs that the Proposer will offer, b) A description of the goals and objectives with regard to customer service, c) The proposed customer service survey program, frequency of use, data analysis methodology, and sample summary reports, and finally a proposed customer service plan. d) Speed of service standards. e) Customer service policies and quality assurance procedures. f) Customer guarantees, exchange or refund policies. g) Customer complaint/comment policies (how they will be received, how they will be addressed, etc.) h) List credit cards that will be accepted. i) List retail shipping and gift-wrap services, (not applicable to food and beverage) that will be made available. j) List any other services that will be provided. 6) Property Management Plan: Describe Proposer's opinion as to the day to day property management approach and how Proposer intends to implement it in this program, as well as the following: a) Sales reporting program b) Procedures to evaluate unit productivity. 7) Submit the proposed facility maintenance plan indicating the method and frequency by which		

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Proposer intends to maintain the Location and the administrative support space in a first class manner. a) Describe Proposer's policy for maintenance and repairs and replacement of equipment, displays, fixtures and carpeting in the Proposer's Location b) Provide a plan to handle concession servicing including delivery, storage, trash removal, and recycling. 8) Provide other relevant information, including local management information that supports Proposer's Proposal on providing services as required herein. 9) Include local management wherever possible.		
j) Subcontractors/Subconsultants Performing Services The Proposer shall also include a list of the names and addresses of all major first tier Subcontractors / Subconsultants, and describe the extent of work to be performed by each one. Include resumes for the Subcontractors/Subconsultants' key personnel	Yes	See Tab "Appendix E-2"
k) Submission of Required Documentation The Proposer must complete, sign as required, and submit the following documents as part of its Proposal, which have been included as attachments to this RFP:	Yes	Orange Binder, see exceptions

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ATTACHMENTS		
Appendix A: Questionnaire and Minimum Qualifications Form (The Proposer must complete Appendix A to evidence that it meets the minimum qualifications)	Yes	See Tab "Appendix A"
Appendix B: Minimum Annual Guarantee Proposal Form	Yes	Provided in a separate envelop in the black binder; $708,000.00
Appendix C: Acknowledgement of Addenda (seven (7) Addenda)	Yes	See Tab "Appendix C"
Appendix D: Lobbyist Registration for Oral Presentation	Yes	See Tab "Appendix D"
Appendix E-1: Single Form Execution Affidavits	Yes	See Tab "Appendix E-1"
Public Entity Crimes Affidavit	Yes	
Criminal Record Affidavit	Yes	
Disclosure of Ownership Affidavit	Yes	Provided County Jobs as an attachment to the form
Appendix E-2: Condition of Award Requirements – Single Form Execution Affidavits	Yes	See Tab "Appendix E-2"
• Affirmation of Vendor Affidavits	Yes	
• Collusion Affidavit	Yes	
• Sudan/Iran Affidavit	Yes	
• Subcontracting Policies Statement (No format, insert document)	No	
• Subcontractor/Supplier Listing	Yes	Did not complete form
• Proof of Authorization to do Business (No format, insert document)	Yes	See Tab "Appendix E-2"

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Appendix F: Local Business Preference	No	Provided statement that they did not want to apply for local preference
Appendix G: Proposal Bond Guaranty	Yes	Provided a check
Appendix I: Forms for ACDBE Program	Yes	Provided a LOI for 15% Co-Manager, Human Resources, Marketing, Airport and Public Relations, ACDBE Reporting, Pricing, Legal Services, Business Development, Training and SOP for Joint Venture Partner, Marketing/PR Training, Human Resources; see write up from Minority Affairs
Appendix M: Labor Peace Agreement(s)	Yes	Provided a statement that "Beyond Expectations Carmen Morris Concessions, LLC will submit a Labor Peace Agreement if we are the successful proponent." Also provided a Labor Peace Agreement but marked it confidential

COMMENTS: Information contained in two (2) binders, orange and black.

ATTACHMENT F
RESPONSIVENESS OPINIONS

COUNTY ATTORNEY
MIAMI-DADE COUNTY, FLORIDA

David Murray
dmmurray@miami-airport.com

AVIATION DEPARTMENT
P.O. BOX 025504
MIAMI, FLORIDA 33102-5504
Phone: (305) 876-7040
Fax: (305) 876-7294

MEMORANDUM

TO: Lenora Allen-Johnson
Contracting Officer
MDAD Contracts Administration

DATE: August 6, 2013

FROM: David M. Murray
Assistant County Attorney

SUBJECT: Request for Responsiveness Opinion-
Retail Concessions Program 2012
RFP No. MDAD-07-12

You have asked whether or not Sun Concessions is responsive to the above referenced Request for Proposals ("RFP") which seeks a food concessionaire for Miami International Airport to provide three food concepts for an integrated location. Based on the facts contained in your memorandum of July 26, 2013, a copy of which is attached hereto, we find that the proposal by Sun Concessions is responsive to the RFP but Sun Concessions may ultimately be found not responsible to provide the services offered.

In your memorandum, you indicate that Proposals were received from three firms—Sun Concessions among them—and all proposals are open. Each proposer has disclosed its concepts, and those concepts are a major basis of the evaluation of the proposals. Sun Concessions proposed integrating a Popeye's Chicken, a Chili's, and a Burger King into the location. On its face, Sun Concessions proposal is thus responsive to the RFP.

After the proposals were opened, however, both Sun Concessions and the County were informed that Burger King will not allow Sun Concessions to operate a Burger King franchise in that location.[1] Accordingly, the County and Sun Concessions are in possession of information which would strongly indicate that Sun Concessions would not be able to perform as proposed in the event the County entered into an agreement with Sun Concessions. As such, Sun Concessions, while providing a facially responsive proposal, cannot be awarded this contract absent a waiver of competitive bids.

DMM:ram

[1] The RFP, by its terms, does not allow modification of proposals after receipt. Nor can this term be read liberally, such as to allow Sun Concessions to add a new concept at this time, as this would give Sun Concessions an impermissible competitive advantage. *See Robinson Electric v. Dade County,* 417 So. 2d 1032 (Fla. 3rd DCA 1982).

COUNTY ATTORNEY
MIAMI-DADE COUNTY, FLORIDA

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MEMORANDUM

TO: Lenora Allen-Johnson
Contracting Officer
MDAD Contracts Administration

DATE: August 7, 2013

FROM: David M. Murray
Assistant County Attorney

SUBJECT: Request for Responsiveness Opinion-
Retail Concessions Program 2012
RFP No. MDAD-07-12

On August 6, 2013, this office, based on information provided by you, determined that Sun Concessions was responsive, though not subject to award of the referenced contract. You have subsequently informed me that Sun Concessions failed to provide an executed copy of a labor peace agreement. See Email attached as Exhibit A. Based on that information, Sun is not responsive.

The County's Labor Peace resolution requires a proposer to, where a union seeks to represent their workforce, provide a labor peace agreement with the proposal. In Addendum Five, the County informed Proposers that "UNITE Here is a labor organization that may seek to represent Proposers' employees...Proposers are advised that they must include with their proposal a completed labor peace agreement." The RFP in this case specifically informed Sun Concessions that UNITE Here sought to represent their workers; thus, a labor peace agreement between Sun Concessions and UNITE Here was required with the proposal.

Sun Concessions did not provide a labor peace agreement. Additionally, and notwithstanding the provisions of Addendum Five, Sun Concessions' proposal states that:

"Currently, Sun Concessions, LLC is not subject to any collective bargaining agreement or do any labor union organizations represent employees of Sun Concessions. By the same token, no labor union has approached Sun Concessions or the company has no information indicating that any labor organization has approached any of Sun Concessions' employees for union organizing activity; however, Sun Concessions will enter into a labor peace agreement or other collective bargaining arrangements if circumstances arise. Accordingly, Sun Concessions has provided a signed copy to the Airport pursuant to Resolution No. R-148-07."

This office has in the past treated certain labor peace issues as matters of proposer responsibility, rather than responsiveness, and has permitted non-compliance to be cured as a condition of

award. Those prior opinions arose out of two distinct fact patters, neither of which obtains here. First, in situations where a proposer affirmatively referenced an existing labor peace agreement, but did not include the agreement, those proposals were responsive. Second, in situations where the solicitation allowed vendors to self-certify whether or not a union sought to represent their work force. In such cases, the County accepted the representation of a vendor that a labor union was not—to their knowledge—seeking to represent their workforce and therefore such labor peace agreement was not required at this time. Here, unlike the prior referenced solicitations, Sun Concessions, along with all of the other proposers were specifically advised in the solicitation that UNITE Here sought to represent their workers and there is no evidence of any existing labor peace agreement. Proposers to this solicitation are thus unable to avail themselves of a claim that no labor peace agreement is required at the time of bid as the solicitation explicitly contradicts this assertion. To allow Sun Concessions to continue forward, irrespective of their knowing and subsequent non-compliance is to, in effect, allow it to submit a conditional bid, which is not permitted. In sum, on the basis of the language of this specification and the absence of any indicia of compliance with the Resolution, Sun Concessions' bid is non-responsive.

From:	Allen-Johnson, Lenora (Aviation)
To:	Murray, David M. (Aviation)
Cc:	Clark-Vincent, Marie (Aviation)
Subject:	FW: Letter to Sun Concessions Re: Labor Peace
Date:	Tuesday, August 06, 2013 2:50:53 PM
Attachments:	Copy of MIA Draft rld 3-10-13-Sun Concessions LLC-PRR 138.pdf

Marie asked me to send you the attached.

Allen-Johnson, Lenora (Aviation)
Aviation Senior Procurement Contract Officer
Miami-Dade Aviation Department
Contracts Administration

P. O. Box 025504
Miami, Florida 33102-5504
(305) 876-8065 Work
(305) 876-8068 Fax
LALLEN-JOHNSON@miami-airport.com

Appendix M
Labor Peace Agreement

Currently, Sun Concessions, LLC is not subject to any collective bargaining agreement or do any labor union organizations represent employees of Sun Concessions. By the same token, no labor union has approached Sun Concessions or the company has no information indicating that any labor organization has approached any of Sun Concessions employees for union organizing activity; however, Sun Concessions will enter into a labor peace agreement or other collective bargaining arrangements if circumstances arise. Accordingly, Sun Concessions has provided a signed copy to the Airport pursuant to Resolution No. R-148-07.

COUNTY ATTORNEY
MIAMI-DADE COUNTY, FLORIDA

David Murray
dmmurray@miami-airport.com

AVIATION DEPARTMENT
P.O. BOX 025504
MIAMI, FLORIDA 33102-5504
Phone: (305) 876-7040
Fax: (305) 876-7294

MEMORANDUM

TO: Lenora Allen-Johnson
Aviation Senior Procurement
Contract Officer
MDAD Contracts Administration

DATE: August 7, 2013

FROM: David M. Murray
Assistant County Attorney

SUBJECT: Request for Responsiveness Opinion
Retail Concessions Program 2012,
MDAD-07-12 Airport Subway II, LLC

You have asked whether proposals submitted by Airport Subway II, LLC ("Subway") is responsive. It is not.

The County's Labor Peace resolution requires a proposer to, where a union seeks to represent their workforce, provide a labor peace agreement with the proposal. In Addendum Five, the County informed Proposers that "UNITE Here is a labor organization that may seek to represent Proposers employees...Proposers are advised that they must include with their proposal a completed labor peace agreement." The RFP in this case specifically informed Subway that UNITE Here sought to represent their workers; thus, a labor peace agreement between CTN and UNITE Here was required with the proposal. As Subway did not provide this agreement, their bid is non-responsive.

This office has in the past treated certain labor peace issues as matters of proposer responsibility, rather than responsiveness, and has permitted non-compliance to be cured as a condition of award. Those prior opinions arose out of two distinct fact patterns, neither of which obtains here. First, in situations where a proposer affirmatively referenced an existing labor peace agreement, but did not include the agreement, those proposals were responsive. Second, in situations where the solicitation allowed vendors to self-certify whether or not a union sought to represent their work force. In such cases, the County accepted the representation of a vendor that a labor union was not—to their knowledge—seeking to represent their workforce and therefore such labor peace agreement was not required at this time. Here, unlike the prior referenced solicitations, Subway was specifically advised in the solicitation that UNITE Here sought to represent their workers and there is no evidence of any existing labor peace agreement. Proposers to this solicitation are thus unable to avail themselves of a claim that no labor peace agreement is required at the time of bid as the solicitation explicitly contradicts this assertion. To allow Subway to continue forward, irrespective of their knowing and subsequent non-

compliance is to, in effect, allow it to submit a conditional bid, which is not permitted. In sum, on the basis of the language of this specification and the absence of any indicia of compliance with the Resolution, Subway's bid is non-responsive.

DMM:ram

ATTACHMENT G
CONTRACT MEASURE COMPLIANCE MEMO

Memorandum

MIAMI-DADE COUNTY

Date: May 1, 2013

To: Lenora Allen-Johnson
MDAD Contracts Administration Division

From: Milton Collins
MDAD-Minority Affairs Division

Subject: Project: Retail Concessions Program 2012
Project No. RFP No. MDAD-07-12
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 voluntary goal.

On April 29, 2013, the Minority Affairs Division received from the MDAD Contracts Administration Division Bid documents for four (4) firms for ACDBE Compliance Review (Attachment 1).

1) **Airport Subway II, LLC.**

Airport Subway II, LLC submitted the ACDBE Bid documents: Utilization Form, the Schedule of Participation (SOP), and the Letter of Intent (LOI) committing to utilize Carrie Concessions, Inc and MSI Foods and Services, Inc. for 60.67% to provide complete concession management and operations as detailed in Table 1.

Table 1

Project:	**Retail Concessions Program 2012**				
Project No:	**RFP- MDAD-07-12**				
Proposer:	**Airport Subway II, LLC**				
	ACDBE Compliance Review				
ACDBE Certified Firm	DBE %	Certified *	Utilization	SOP	LOI
Carrie Concession, Inc.	31.00%	Yes	YES	YES	YES
MSI Foods and Services, Inc.	29.67%	Yes	YES	YES	YES
Voluntary ACDBE Participation	0.00%				
Voluntary ACDBE Participation Achieved	60.67%				
* Source: Florida UCP data base and SBD					

Airport Subway II, LLC submitted ACDBE voluntary participation of 60.67% and is in compliance with the ACDBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 23 (Attachment 2).

2) **Beyond Expectations Carmen Morris Concessions, LLC.**

Beyond Expectations Carmen Morris Concessions, LLC submitted the ACDBE Bid documents: Utilization Form, the Schedule of Participation (SOP), and the Letter of Intent (LOI) committing to utilize Carmen Morris & Associates, Inc. for 15.0% to provide marketing/PR, training, human resources as detailed in Table 2.

Table 2

Project:	**Retail Concessions Program 2012**				
Project No:	**RFP- MDAD-07-12**				
Proposer:	**Beyond Expectations/ Carmen Morris Concessions,**				
	ACDBE Compliance Review				
ACDBE Certified Firm	DBE %	Certified *	Utilization	SOP	LOI
Carmen Morris & Associates, Inc.	15.0%	Yes	YES	YES	YES
Voluntary ACDBE Participation	0.0%				
Voluntary ACDBE Participation Achieved	15.0%				
* Source: Florida UCP data base and SBD					

Beyond Expectations Carmen Morris Concessions, LLC submitted ACDBE voluntary participation of 15.0% and is in compliance with the ACDBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 23 (Attachment 3).

3) **Master ConcessionAir, LLC.**

Master ConcessionAir, LLC submitted the ACDBE Bid documents: Utilization Form, the Schedule of Participation (SOP), and the Letter of Intent (LOI) committing to utilize Master ConcessionAir, LLC ACDBE itself for 100% to provide complete concession management and operations (owner/operator) as detailed in Table 3.

Table 3

Project:	**Retail Concessions Program 2012**				
Project No:	**RFP- MDAD-07-12**				
Proposer:	**Master ConcessionAir**				
	ACDBE Compliance Review				
ACDBE Certified Firm	DBE %	Certified *	Utilization	SOP	LOI
Master ConcessionAir	100.0%	Yes	YES	YES	YES
Voluntary ACDBE Participation	0.00%				
Voluntary ACDBE Participation Achieved	100.0%				
* Source: Florida UCP data base and SBD					

Master ConcessionAir submitted ACDBE voluntary participation of 100.0% and is in compliance with the ACDBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 23 (Attachment 4).

4) **Sun Concessions, LLC.**

Sun Concessions, LLC did not submit the ACDBE Bid documents: Utilization Form, the Schedule of Participation (SOP), and the Letter of Intent (LOI) as indicated in Table 4.

Table 4

Project:	**Retail Concessions Program 2012**				
Project No:	**RFP- MDAD-07-12**				
Proposer:	**Sun Concessions,**				
	ACDBE Compliance Review				
ACDBE Certified Firm	DBE %	Certified *	Utilization	SOP	LOI
No ACDBE firm provided	0.0%	No	No	No	No
Voluntary ACDBE Participation	0.0%				
Voluntary ACDBE Participation Achieved	0.0%				
* Source: Florida UCP data base and SBD					

Although Sun Concessions, LLC did not submit voluntary ACDBE participation, it's in compliance with the ACDBE Participation Provisions and the Code of Federal Regulations 49 CFR Part 23. The 75 points as noted in the selection criteria section should not be allowed (Attachment 5).

If the ACDBE firm listed on the Schedule of Participations as ACDBE is 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 (5)

cc:

- M. Clark-Vincent
- A. Tecle
- Project File.

Attachment 1

Retail Concessions Program

RFP No MDAD-07-12

List of four (4) Bid Proposers

1) Airport Subway II, LLC
2) Beyond Expectations Carmen Morris Concessions, LLC
3) Master ConcessionAir, LLC
4) Sun Concessions, LLC

April 1, 2013

Ms. Lenora Allen-Johnson
Aviation Senior Procurement Contract Officer
MDAD – Contracts Administration Division
Miami International Airport

RE: Request for Proposal for National Branded Sandwiches, RFP MDAD-07-12 Package #2

Dear Ms. Allen-Johnson,

Airport Subway II, LLC is very pleased to have this opportunity to respond to the above referenced RFP. Subway is the world's #1 restaurant franchise because of its fresh, healthy and affordable made-to-order menu options. Our Airport Subway, LLC managing members have owned and operated the Subway located in MIA Concourse E since it opened in December 2009. We have worked diligently over the years to **enhance customer service and satisfaction by improving product choice, price choice and customer service**. Our efforts have paid off. We have grown our Subway weekly sales to rank #1 in Florida and #4 in the United States. We're not stopping there. We seek to **optimize sales and revenues by offering a healthy, modern, fresh food option coupled with the highest quality customer service** in the Car Rental area in Miami International Airport.

We see this RFP by the Miami-Dade Aviation Department as a chance to enhance the underserved Car Rental area with heart-healthy competitively priced menu options. In doing this, we shall provide convenient easy access to the Airport, Metromover and eventually Tri-Rail passengers not to mention the 1,701 Rental Car area employees.

Airport Subway **meets and exceeds all the minimum requirements called for in the RFP.** We are confident that adding a Subway franchise will be mutually beneficial to MDAD and MIA. Thank you again for the opportunity to submit the enclosed proposal.

Sincerely,

Brenda J. Rivers, Managing Member
Airport Subway, LLC

April 8, 2013

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

To whom it may concern:

Beyond Expectations Carmen Morris Concessions, LLC is pleased to submit this proposal in response to MDAD RFP-No. MDAD-07-12-Package 1. Our submittal includes the original document unbound plus ten (10) copies. Our proposal is contained in 2 binders. The larger, black binder is labeled Technical Proposal. The black binder also contains the CD in the inside front cover. Appendix B – Minimum Annual Guarantee Form is contained in a separate envelope in the back of the large binder. The second orange binder is labeled Required Documents and contains Appendix A, C, D, E-1, E-2, F, I and M.

A cashier's check for the Proposal Guarantee is found in the Original Package, attached to Appendix A. Because of the size of the proposal, it may be necessary to ship the proposals in two boxes. If that is the case, the boxes will be labeled 1 of 2 and 2 of 2.

If there are any questions about this proposal, please contact:

Carmen Morris
Vice President
Beyond Your Expectations
Carmen Morris Concessions, LLC
15074 SW 127 Court
Miami, FL 33186
Mobile: 305-778-2539
Email: cmorris@bellsouth.net

Homer Taylor
Treasurer
Beyond Your Expectations
Carmen Morris Concessions, LLC
15074 SW 127 Court
Miami, FL 33186
Mobile: 770-845-3267
Email: homtaylor@aol.com

Thank you for the opportunity to present this proposal and we look forward to hearing from you shortly.

Sincerely,

Carmen Morris
Vice President

Corporate Office:
Miami International Airport
Concourse F, #3472, 3rd Floor
Miami, FL 33122

P.O. Box 997180
Miami, FL 33299-7180
Tel (305) 871-0559 • Fax (305) 871-9323
www.mca-airports.com

masterconcessionair
"An ACDBE Company"

Fort Lauderdale Office:
Airport Commerce Park
4101 Ravenswood Road, Suite #313D
Dania Beach, FL 33312

Atlanta Office:
100 Peachtree Street NE, Suite #1900
Atlanta, GA 30303
Tel (404) 924-2616 • Fax (404) 581-0158

April 1, 2013

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

RE: RFP No. MDAD-07-12 – Retail Concessions Program 2012 Package 1 at Miami International Airport

Dear Evaluation/Selection Committee:

It is with great pleasure; we at Master ConcessionAir, LLC welcome the opportunity to submit the enclosed proposal for the development and operation of the Retail Concessions Program in response to the Miami-Dade Aviation Department ("MDAD") Request for Proposal #MDAD-07-12.

Master ConcessionAir, LLC has been a certified ACDBE since 2005. We are a highly-qualified, locally-based company (over 95 years combined Food & Beverage and Retail experience) and operate, with a seasoned airport concessions executive team (over 20 years at Miami International Airport), focused on a world-class customer service program, serving one traveler at a time.

MCA (a Certified ACDBE) has extensive experience in designing, developing and operating customized solutions for airports. We are currently operating multiple national brands in MIA, and are an ACDBE partner to Host International, Inc. and Westfield. Additionally, we operate Food and Beverage as well as Retail stores in Fort Lauderdale-Hollywood International Airport, Orlando International Airport and Hartsfield-Jackson Atlanta International Airport. Our ability to deliver what we are proposing is backed by our many years of successful food & beverage and retail operations marked by our most recent award as the 2013 "Best ACDBE Operator" by Airport Revenue News.

RETAIL CONCESSION PROGRAM 2012

QUESTIONNAIRE AND MINIMUM QUALIFICATIONS FORM

(To be filled out by Proposer)

Package No. 1

(Proposer shall clearly state on the above line the package no. for which the proposer is presenting this Appendix A. Proposer shall submit an Appendix A for each package separately.)

ALL INFORMATION REQUESTED ON THIS FORM MUST BE FURNISHED AND SUBMITTED BY PROPOSER. STATEMENTS MUST BE COMPLETE, ACCURATE, IN THE FORM REQUESTED. IT IS THE SOLE RESPONSIBILITY OF EACH PROPOSER TO VERIFY THAT ALL THE DOCUMENTS AND INFORMATION REQUESTED IN THIS RFP ARE FULLY COMPLETED, SIGNED AND NOTARIZED AS REQUIRED. A QUESTIONNAIRE FORM SUBMITTED WHICH DOES NOT INCLUDE THIS INFORMATION MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED FOR AWARD OF THE AGREEMENT. OMISSION, INACCURACY OR MISSTATEMENT MAY BE CAUSE FOR REJECTION. THIS FORM MUST BE FULLY COMPLETED AND SIGNED BY AN AUTHORIZED OFFICER OF THE PROPOSER SUBMITTING THE PROPOSAL.

1) Name and address of Proposer:

Sun Concessions, LLC
3318 Forest Lane, Suite 200
Dallas, Texas

2) Official contact or representative of Proposer:

Name Guillermo Perales

Title President

Address 3318 Forest Lane, Suite 200 Dallas, Texas

Phone # 972-620-2287 Fax # _____

Email address pperalesg@sunholdings.net

3) Proposer, if selected, intends to carry on the business as:
( ) Individual ( ) Partnership ( ) Joint Venture

( ) Corporation (x) Limited Liability Company ( ) Other
( ) If "Other" attach explanation.

Attachment 1b

Retail Concessions Program

RFP No MDAD-07-12

List of four (5) ACDBE Bid Documents

1) Proof of ACDBE Certification
2) ACDBE Utilization Form
3) ACDBE Schedule of Participation
4) ACDBE Letter of Intent
5) Draft subcontract or JV agreement

Attachment 1b

Retail Concessions Program

RFP No MDAD-07-12

Proof of ACDBE Certification

Source: Florida Unified Certification Program (FUCP)

Name: CARRI-CONCESSIONS INC
Business Description: FOOD SERVICES
Street: P O BOX 996697
City: MIAMI **State:** FL **Zip:** 33299-
County: DADE **District:**
Phone: (305) 869-3062 **Fax:** (305) 869-3064
E-mail:
Contact: BRENDA RIVERS
UCP Cert. DBE **State Cert.:** OBE **UCP Certifying Member:** MDC
First SC: First NAICS: 72231
2nd SC: 3rd SC: 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
2nd NAICS: 72231 3rd NAICS: 72221 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:
ACDBE: Yes

Name: MS FOODS AND SERVICES INC
Business Description: OPERATION OF RESTAURANT AND AIRPORT CONCESSIONS
Street: MIAMI INTERNATIONAL AIRPORT CONCOURSE E
City: MIAMI **State:** FL **Zip:** 33299-0000
County: DADE **District:** DISTRICT SIX
Phone: (954) 937-4454 **Fax:**
E-mail: salman884@hotmail.com
Contact: MOHAMMED S TOBAL
UCP Cert. DBE **State Cert.:** OBE **UCP Certifying Member:** MDC
First SC: First NAICS: 72231
2nd SC: 3rd SC: 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:

ACDBE: Yes
Name: CARMEN MORRIS & ASSOCIATES INC
Business Description: PUBLIC RELATIONS AGENCIES
Street: 15074 SW 127TH CT
City: MIAMI **State:** FL **Zip:** 33186-000
County: DADE **District:** DISTRICT SIX
Phone: (305) 278-2395 **Fax:** (305) 278-1528
E-mail: cmorris@bellsouth.net
Contact: CARMEN MORRIS
UCP Cert. DBE **State Cert.:** OBE **UCP Certifying Member:** MDC
First SC: **First NAICS:** 541820
2nd SC: **3rd SC:** **4th SC:** **5th SC:** **6th SC:** **7th SC:** **8th SC:** **9th SC:** **10th SC:**
2nd NAICS: 54185 **3rd NAICS:** 54181 **4th NAICS:** 541611 **5th NAICS:** 541613 **6th NAICS:** **7th NAICS:** **8th NAICS:** **9th NAICS:** **10th NAICS:**
ACDBE: Yes

Name: MASTER CONCESSIONAIRE LLC
Business Description: AIRPORT FOOD CONCESSIONS
Street: P O BOX 260190
City: MIAMI **State:** FL **Zip:** 33126-0190
County: DADE **District:** DISTRICT SIX
Phone: (305) 871-0559 **Fax:** (305) 871-9323
E-mail: amaro@worldwidejv.com
Contact: JOSE AMARO
UCP Cert. DBE **State Cert.:** OBE **UCP Certifying Member:** MDC
First SC: **First NAICS:** 72221
2nd SC: **3rd SC:** **4th SC:** **5th SC:** **6th SC:** **7th SC:** **8th SC:** **9th SC:** **10th SC:**
2nd NAICS: 453998 **3rd NAICS:** 488119 **4th NAICS:** 72211 **5th NAICS:** **6th NAICS:** **7th NAICS:** **8th NAICS:** **9th NAICS:** **10th NAICS:**
ACDBE: Yes

Attachment 2

Retail Concessions Program

RFP No MDAD-07-12

List of five (5) ACDBE Bid Documents

1) ACDBE Utilization Form
2) ACDBE Schedule of Participation
3) ACDBE Letter of Intent
4) Proof of ACDBE Certification
5) Draft Subcontract or JV Agreement

ACDBE UTILIZATION FORM

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

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

XX The bidder/offeror is committed to a minimum of 60.67 % ACDBE utilization in this Contract.

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

Name of bidder/offeror's firm: Airport Subway II, LLC
Carrie Concessions, Inc. - 4118

State Registration No. MSI Foods and Services, Inc. -14877

By: Brenda Rivers
(Print Name)
Brenda Rivers
(Signature)

Date: April 5, 2013

Title: Mgmg Member

SCHEDULE OF PARTICIPATION BY ACDBE FIRMS

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

NAME OF ACDBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
Carrie Concessions, Inc.	See attached	31 %
MSI Foods and Services, Inc.	See attached	29.07 %

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

Brenda Rivers — April 5, 2013

Signature of Proposer — **Date**

Brenda Rivers	Managing Member	Airport Subway II, LLC
Print Name	**Title**	**Company Name**

LETTER OF INTENT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

ACDBE Firm: Carrie Concessions, Inc.

Project: Airport Subway II, LLC/Retail Concessions Program

Contract Number: RFP No. MDAD-07-12 **Total % of Bidder/Proposal:** 31%

The undersigned holds ACDBD Certificate No. 4118 **expiring on,** 4/30 20 13.

Please Provide ACDBE Certification letter or proof of certification from the Florida Unified Certification Program (FLUCP) or the Miami-Dade County, Small Business Development (SBD), a Division of the Department of Sustainability, Planning and Economic Enhancement (SPEED).

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe): All required services for the development and construction of the project.

Description of Services	% of Bid/Proposal
See attached	

Total% 31%

Print Name Brenda Rivers **Title** Managing Member

ACDBE Firm Carrie Concessions, Inc.

Signature of ACDBE Brenda Rivers **Date** April 5, 2013

LETTER OF INTENT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

ACDBE Firm: MSI Foods And Services, Inc.

Project: Airport Subway II, LLC/Retail Concessions Program

Contract Number: RFP No. MDAD2012 Total % of Bidder/Proposal: 29.67%

The undersigned holds ACDBD Certificate No. 14877 expiring on, 3/17 20 13.

Please Provide ACDBE Certification letter or proof of certification from the Florida Unified Certification Program (FLUCP) or the Miami-Dade County, Small Business Development (SBD), a Division of the Department of Sustainability, Planning and Economic Enhancement (SPEED).

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe): All Required services for the development and Construction of the project.

Description of Services	% of Bid/Proposal
See Attached	29.67%

Total% 29.67%

Print Name Mohammed Iqbal Title Managing member

ACDBE Firm MSI Foods And Services, Inc.

Signature of ACDBE _____ Date 4/5/13

ACDBE

Description of Services

MSI FOODS AND SERVICES, INC.

Phase I: All required services, support and capital for Airport Subway II, LLC, including but not limited to:

1. Development, design and construction.
2. Management, maintenance and operations.
3. Capital improvement and inventory.

Phase II: All required services, support and capital for Airport Subway II, LLC, including but not limited to:

1. Food production and delivery.
2. Operations: Complete concession management, human resources, quality control, and customer service oversight.
3. Financial Services: All financial services including IT, sales audit, AP, credit credit card audit; stock ledger and monthly income statements, business/financial support (auditing, reporting etc); payroll
4. Marketing: Development, marketing and promotional concepts in keeping with the Company's established marketing/ brand strategy.

MIAMI-DADE COUNTY

miamidade.gov

Sustainability, Planning and Economic Enhancement Department
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 4118
Approval Date: 04/30/2012 - DBE
Approval Date: 04/30/2012 - ACDBE

ANNUAL ANNIVERSARY: 04/30/2013

May 3, 2012

Ms. Brenda Rivers
CARRIE CONCESSIONS, INC.
P.O. Box 996697
Miami, FL 33299-6392

Dear Ms. Rivers:

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

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

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

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

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

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Sustainability, Planning and Economic Enhancement Department

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
LIMITED-SERVICE RESTAURANTS (DBE, ACDBE)
FULL-SERVICE RESTAURANTS (DBE, ACDBE)

MIAMI-DADE COUNTY

miamidade.gov

Sustainability, Planning and Economic Enhancement Department
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 14877
Approval Date: 03/23/2012 - ACDBE
Approval Date: 03/23/2012 - DBE

ANNUAL ANNIVERSARY: 03/23/2013

March 26, 2012

Mr. Mohammed Iqbal
MSI FOODS AND SERVICES, INC.
12612 NW 18th Ct
Pembroke Pines, FL 33028-0000

Dear Mr. Iqbal:

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

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

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

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

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

Thank you for doing business with Miami Dade County.

Sincerely,

Shell McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Sustainability, Planning and Economic Enhancement Department

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
LIMITED-SERVICE RESTAURANTS (ACDBE, DBE)

OPERATING AGREEMENT
OF
AIRPORT SUBWAY II, LLC

This Operating Agreement (this "Agreement") is entered into as of the ___ day of April, 2013, by and among Airport Subway II, LLC, a Florida limited liability company (the "Company"), Carrie Concessions, Inc. ("Rivers"), M.I.A.C. Corp. ("Mysorewala"), and MSI Foods & Services, Inc. ("Iqbal") (collectively referred to as the "Members" and individually as "Member") and the foregoing parties have agreed to be bound by the terms and conditions set forth herein.

The parties have agreed that the Company shall be operated as a limited liability company in accordance with the terms, and subject to the conditions, set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

The following capitalized terms shall have the meanings specified in this Article 1. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those other terms shall have the meanings respectively ascribed to them.

Agreement: This Operating Agreement as amended from time to time.
Capital Account: The account established for each Member in accordance with Article 9.
Capital Contribution: The amount of cash and/or other consideration contributed by a Member to the Company.
Interest: A Membership Interest in the Company.
Manager: Brenda Rivers, on behalf of Carrie Concessions, Inc. and Mohammed S. Iqbal, on behalf of MSI Foods & Services, Inc.
Membership Interest: The rights of a Member or, in the case of an assignee, the rights of the assigning Member, in distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

ARTICLE 2
THE COMPANY AND ITS BUSINESS

2.1 Formation. The Company has been organized as a limited liability company under Florida law.

2.2 Term. The Company shall continue in existence until it is dissolved and its existence is terminated as provided in Article 12.

2.3 Principal Location. The principal location of the Company shall be located at Miami International Airport, Concourse A, Miami, Florida 33299. The office of the Company may be changed from time to time by the Members upon prior written notice to the Members. The Company shall have such other or additional offices or places of business as shall be determined by

Attachment 3

Retail Concessions Program

RFP No MDAD-07-12

List of five (5) ACDBE Bid Documents

1) ACDBE Utilization Form
2) ACDBE Schedule of Participation
3) ACDBE Letter of Intent
4) Proof of ACDBE Certification
5) Draft Subcontract or JV Agreement

ACDBE UTILIZATION FORM

(The ACDBE Utilization Form, Schedule of participation and Letter of Intent are required as part of the solicitation documents.)

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

__X__ The bidder/offeror is committed to a minimum of 15% ACDBE utilization in this Contract.

_____ The bidder/offeror (if unable to meet the ACDBE goal of 0%) is committed to a minimum of _____ % ACBDE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Beyond Expectations Carmen Morris Concessions, LLC

State Registration No.

By: Homer Taylor

Date: 2/19/13

(Signature)

Title: Treasurer

ACBDE SCHEDULE 1
8

Revised May 15, 2012

SCHEDULE OF PARTICIPATION BY ACDBE FIRMS

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

NAME OF ACDBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
Carmen Morris & Associates, Inc.	Joint Venture Partner, Marketing/PR	15%
	Training, Human Resources	

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

Signature of Proposer

2/19/13

Date

Homer Taylor, Treasurer

Proposer: Beyond Expectations Carmen Morris Concessions, LLC

LETTER OF INTENT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

ACDBE FIRM: Carmen Morris & Associates, Inc,

Project: MDAD RFP MDAD-07-12

Contract Number: _____ Total % of Bidder/Proposal: 15%

The undersigned holds ACDBE Certificate No. 10891 expiring on

11/30/2014

Please provide ACDBE Certification letter of proof of certification from the Florida Unified Certification Program (FLUCP) or the Miami-Dade County, Small Business Development (SBD), a Division of the Department of Sustainability, Planning and Economic Development (SPEED).

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): Own and operate three food and beverage concessions – Popeyes, Bennigan's and Steak 'n Shake as part of a joint venture.

Description of Services	% of Bid/Proposal
Co-Manager, Human Resources, Marketing, Airport Relations, Public Relations, ACDBE Reporting, Pricing, Legal Services, Business Development, Training	15%
	Total: 15%

Print Name: Carmen Morris Title: Vice President
ACDBE Firm: Carmen Morris & Associates

Signature of ACDBE: _____ Date: 3-11-13

ACDBE SCHEDULE 3
PAGE 10

Revised May 15, 2012

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

December 17, 2012

Ms. Carmen Morris
CARMEN MORRIS & ASSOCIATES, INC.
15074 SW 127th Ct
Miami, FL 33186

Anniversary Date: December 17

Dear Ms. Morris:

The Miami Dade County Small Business Development (SBD) under Business Affairs, a division of Regulatory and Economic Resources Department (RER), is pleased to notify you of your firm's continuing eligibility as a Disadvantaged Business Enterprise (DBE) and an Airport Concession Disadvantaged Business Enterprise (ACDBE) under the Florida Unified Certification Program (UCP) in accordance with 49 CFR Part 23 and 26. Your firm is certified in the categories listed below.

Your DBE and ACDBE certifications are continuing from the Anniversary Date listed above, contingent upon your firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in Florida's UCP DBE Directory, which can be accessed through the Florida Department of Transportation's website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory."

If, at any the time, there is a material change in your firm, you must advise this office, by sworn affidavit and supporting documentation, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure on your part to cooperate and will result in action to remove DBE and ACDBE certifications.

If you have any questions or concerns, you may contact our office at 305-375-3111

Sincerely,

Sheri McGriff, Business Support Services, Director
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
Administrative Management And General Management Consulting Services
Advertising Agencies
Display Advertising
Marketing Consulting Services
Public Relations Agencies

cc: Veronica Clark, RER, SBD

DBDRP_DBE_CONT_ELIG_APPROVAL v2012024

JOINT VENTURE OPERATING AGREEMENT

BY AND BETWEEN

CARMEN MORRIS & ASSOCIATES, INC.

AND

BEYOND YOUR EXPECTATIONS, LLC

FOR

BEYOND EXPECTATIONS
CARMEN MORRIS CONCESSIONS, LLC,

A FLORIDA LIMITED LIABILITY COMPANY

Attachment 4

Retail Concessions Program

RFP No MDAD-07-12

List of five (5) ACDBE Bid Documents

1) ACDBE Utilization Form
2) ACDBE Schedule of Participation
3) ACDBE Letter of Intent
4) Proof of ACDBE Certification
5) Draft Subcontract or JV Agreement

ACDBE UTILIZATION FORM

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

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

_X_ The bidder/offeror is committed to a minimum of 100 % ACDBE utilization in this Contract.

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

Name of bidder/offeror's firm: Master ConcessionAir, LLC

State Registration No. L05000050515

By: Pedro Amaro Jr.
(Print Name)

(Signature)

Date: March 13, 2013

Title: CEO

SCHEDULE OF PARTICIPATION BY ACDBE FIRMS

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

NAME OF ACDBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
Master ConcessionAir, LLC	Owner/Operator	100%

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

Signature of Proposer — March 13, 2013 — Date

Pedro Amaro Jr. — CEO — Master ConcessionAir, LLC

Print Name — Title — Company Name

LETTER OF INTENT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

ACDBE Firm: Master ConcessionAir, LLC
Request For Proposal Retail Concessions Program 2012

Project: Package 1 - National Fried Chicken with Two Open Concepts

Contract Number: MDAD-07-2012 Total % of Bidder/Proposal: 100%

The undersigned holds ACDBD Certificate No. 11481 expiring on, July 31 2015.

Please Provide ACDBE Certification letter or proof of certification from the Florida Unified Certification Program (FLUCP) or the Miami-Dade County, Small Business Development (SBD), a Division of the Department of Sustainability, Planning and Economic Enhancement (SPEED).

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe): Owner/Operator

Description of Services	% of Bid/Proposal
Owner/Operator	100%

Total% 100%

Print Name Pedro Amaro Jr. Title CEO

ACDBE Firm Master ConcessionAir, LLC

Signature of ACDBE Date March 13, 2013

ACDBE SCHEDULE 3
Page 10

Revised May 15, 2012

MIAMI-DADE COUNTY
miamidade.gov

Regulatory and Economic Resources Department
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 11481
Approval Date: 07/10/2012 - ACDBE

ANNUAL ANNIVERSARY: 07/10/2013

July 10, 2012

Mr. Jose Albemi
MASTER CONCESSIONAIR LLC
P.O. Box 260190
Miami, FL 33126-0190

Dear Mr. Albemi:

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

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

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

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

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Regulatory and Economic Resources Department (RER)

CATEGORIES; (Your firm may bid or participate on contracts only under these categories)
LIMITED-SERVICE RESTAURANTS (ACDBE)
ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES) (ACDBE)
FULL-SERVICE RESTAURANTS (ACDBE)

c: Keva Pace, Certification Specialist
Veronica Clark, RER, SBD

Delivering Excellence Every Day

DBDR8020 v30[20706]

ACDBE
PARTICIPATION PLAN

Master ConcessionAir, LLC has been a certified ACDBE since 2005 (Certificate # 11481). The members of MCA were previously registered as ACDBE's under World Wide/LACI, JV since 2001. This entity is a highly qualified 100% ACDBE locally based company and operations team with a seasoned airport concession executive team focused on world-class customer service program.

Peter Amaro Jr. is CEO of Master ConcessionAir, LLC, a company he co-founded and grown to annual sales of nearly $25 million, in just over 10 years. Mr. Amaro has over 18 years of airport operations experience. He has a broad background in hospitality design, development and operations, with over 30 years experience in fine dining, casual

Attachment 5

Retail Concessions Program

RFP No MDAD-07-12

List of five (5) ACDBE Bid Documents

1) ACDBE Utilization Form
2) ACDBE Schedule of Participation
3) ACDBE Letter of Intent
4) Proof of ACDBE Certification
5) Draft Subcontract or JV Agreement

Appendix I

Forms for ACDBE Program

Not applicable.

ATTACHMENT H
FINANCIAL CAPACITY MEMO

PROJECT NAME: REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012

RFP No.: MDAD-07-12/ Package 1

FINANCIAL COMPLIANCE REVIEW

PROPOSER: Master ConcessionAir, LLC

	Submitted?	Reviewer Notes/Comments
Proposer must provide information regarding:		
• The percentage of equity of any partnerships formed.	Yes	Proposer is Master ConcessionAir, LLC (MCA). MCA indicates that no partnership has formed (Reference Questionaire and Minimum Qualifications Form page 2 of 14).
• Equity shares should be specified.	NA	

PROJECT NAME: REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012
RFP No.: MDAD-07-12/ Package 1
FINANCIAL COMPLIANCE REVIEW
PROPOSER: Master ConcessionAir, LLC

	Submitted?	Reviewer Notes/Comments
Capital Investment:		
The Proposer shall submit a Financial Plan which should indicate:		
• the source of funding to be used for start up costs and capital improvements, and	Yes	The proposer provided a Commitment Letter from Northern Trust with an offer to provide a term loan to refinance existing debt in the amount of $4,400,000; provide a non-revolving letter of credit/term loan to finance capital requirements for expansion in the amount of $8,000,000; and provide a line of credit as Letters of Credit and Working Capital in the amount of $600,000 (Reference Tab g).
• the amount of working capital and reserves the Proposer determines will be required to maintain operations.	Yes	For the combined three concepts the proposer states working capital will be $245,000 (Reference Tab Financial Capacity to Perform).
Additional information will include, but not limited to:		
• estimated costs for improvements, and	Yes	The proposer states improvements will cost $1,435,000. (Reference Tab Financial Compacity to Perform).
• projected expenses for leasehold improvements and/or furniture, fixtures and equipment.	Yes	The proposer estimates Furniture, Fixtures & Improvements of $1,085,000 and Design Fees; and Taxes and Other Expenses of $235,000 (Reference Tab Financial Capacity to Perform).

PROJECT NAME: REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012

RFP No.: MDAD-07-12/ Package 1

FINANCIAL COMPLIANCE REVIEW

PROPOSER: Master ConcessionAir, LLC

	Submitted?	*Reviewer Notes/Comments*
References: Three (3) business references related to its business operations during the past three (3) years. Proposer shall provide for each reference: • contact name and title • phone number • fax number • email address	Yes	Reference Tab Financial Capacity to Perform
Financial Background: • Audited or reviewed comparative financial statements for the last three (3) fiscal years prepared in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS), reflecting the current financial conditions; if there are no audited or reviewed financial statements available, then provide federal income tax returns filed with the Internal Revenue Service (IRS) for the previous three (3) fiscal periods.	Yes	The proposer submitted audited comparative financial statements for calendar years ended 2009, 2010 and 2011. (Reference Tab Fiancial Compacity to Perform).
• An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state that fact.	Yes	The proposer submitted interim financial reports the year ended December 31, 2012 (Reference Tab Financial Capacity to Perform Section).

PROJECT NAME: REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012

RFP No.: MDAD-07-12/ Package 1

FINANCIAL COMPLIANCE REVIEW

PROPOSER: Master ConcessionAir, LLC

	Submitted?	Reviewer Notes/Comments
Requested Information from Subsidiaries: • Proposer must state whether this company operates as a subsidiary of another company. If so, include the appropriate financial information such as the financial relationship and responsibilities to subsidiary or related companies for both the parent and subsidiary. State whether the parent guarantees the Minimum Annual Guarantee and the Agreement for the subsidiary company. If so, provide a letter from the appropriate agent of the parent company verifying the parent company's intent to guarantee the Minimum Annual Guarantee and the Agreement.	Yes	Proposer states it is not owned or controlled by a parent company (Reference Tab Questionaire and Minimum Qualifications Form, page 7 of 14 and Tab Financial Capacity to Perform).

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Mindy Eisenberg — May 23, 2013

Mindy Eisenberg, Professional Compliance Supervisor
Miami-Dade Aviation Department

Anne S. Lee — May 24, 2013

Anne S. Lee, Chief Financial Officer
Miami-Dade Aviation Department

The Financial Compliance Review verifies RFP documentation under the Technical Proposal Section titled "Financial Capacity to Perform", is submitted as required. Submitted financial information is reviewed for compliance to the proposal. This review is not intended to make representations as to the creditworthiness of the proposer's financial position.

PROJECT NAME: REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012

RFP No.: MDAD-07-12/ Package 1

FINANCIAL COMPLIANCE REVIEW

PROPOSER: Beyond Expectations Carmen Morris Concessions, LLC

	Submitted?	*Reviewer Notes/Comments*
Proposer must provide information regarding:		
• The percentage of equity of any partnerships formed.	Yes	Beyond Expectations Carmen Morris Concessions, LLC is a joint venture between Beyond Your Expectations, LLC, and Carmen Morris & Associates, Inc. Beyond Your Expectations, LLC has an 85% equity in the newly formed limited liability company and Carmen Morris & Associates has 15% (Reference Appendix A, page 4).
• Equity shares should be specified.	Yes	Noted above.

PROJECT NAME: REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012

RFP No.: MDAD-07-12/ Package 1

FINANCIAL COMPLIANCE REVIEW

PROPOSER: Beyond Expectations Carmen Morris Concessions, LLC

	Submitted?	Reviewer Notes/Comments
Capital Investment:		
The Proposer shall submit a Financial Plan which should indicate:		
• the source of funding to be used for start up costs and capital improvements, and	Yes	The proposer states that Carmen Morris & Associates will provide 15% of the capital investment of $2,380,850, Beyond Your Expectations, LLC will provide 31% and 54% will be financed via a commercial loan with BB&T (Reference Tab Financial Capacity to Perform, pages 61- 63).
• the amount of working capital and reserves the Proposer determines will be required to maintain operations.	Yes	The proposer states working capital and reserves will be $50,000 (Reference Tab Financial Capacity to Perform, page 62).
Additional information will include, but not limited to:		
• estimated costs for improvements, and	Yes	The proposer states furniture, fixtures and leasehold improvement: Popeyes - $537,700, Bennigan's - $403,275, and Steak 'n Shake - $403,275 (Reference Tab Financial Capacity to Perform, page 62.
• projected expenses for leasehold improvements and/or furniture, fixtures and equipment.	Yes	The proposer states equipment costs as follows: Popeyes - $135,000; Bennigan's - 100,000; and Steak n' Shake - $140,000 (Reference Tab Financial Capacity to Perform, page 62.

PROJECT NAME: REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012

RFP No.: MDAD-07-12/ Package 1

FINANCIAL COMPLIANCE REVIEW

PROPOSER: Beyond Expectations Carmen Morris Concessions, LLC

	Submitted?	Reviewer Notes/Comments
References: Three (3) business references related to its business operations during the past three (3) years. Proposer shall provide for each reference: • contact name and title • phone number • fax number • email address	Yes	Reference Tab Financial Capacity to Perform, pages 70-74.
Financial Background: • Audited or reviewed comparative financial statements for the last three (3) fiscal years prepared in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS), reflecting the current financial conditions; if there are no audited or reviewed financial statements available, then provide federal income tax returns filed with the Internal Revenue Service (IRS) for the previous three (3) fiscal periods.	Yes	Information provided is listed below: Kadirali Chanura (34% ownership): Income Tax Returns were provided for 4109 Restaurant Corp. and 10843 Restaurant Corp. for the years ended December 31, 2010, 2011 and 2012. Kadirali Chanura owns 63.25% and 51% of 4109 Restaurant Corp and 10843 Restaurant Corp., respectively. Homer Taylor (25.5% ownership): Income Tax Returns were provided for Taylor Foodservice, LLC, a company founded by Mr. Taylor, for the years ended December 31, 2010, 2011 and 2012.

PROJECT NAME: REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012

RFP No.: MDAD-07-12/ Package 1

FINANCIAL COMPLIANCE REVIEW

PROPOSER: Beyond Expectations Carmen Morris Concessions, LLC

	Submitted?	Reviewer Notes/Comments
Financial Background (continued):		Carmen Morris & Associates, Inc. (15% ownership): Income Tax Returns were provided for Carmen Morris & Associates, Inc. for the years ended 2009, 2010 and 2011. Ali Kassam (25.5% ownership): Income Tax Returns were provided for 4109 Restaurant Corp. and 10843 Restaurant Corp. for the years ended December 31, 2010, 2011 and 2012. Ali Kassam owns 24.5% and 49% of 4109 Restaurant Corp and 10843 Restaurant Corp., respectively.
• An interim balance sheet and income statement for any period of time in excess of six months of the financial statements submitted reflecting any significant financial events occurring subsequent to the closing date; if no significant events occurred, please state that fact.	No	Proposer states it is a new entity and therefore has no interim financial statements.

PROJECT NAME: REQUEST FOR PROPOSALS FOR RETAIL CONCESSIONS PROGRAM 2012

RFP No.: MDAD-07-12/ Package 1

FINANCIAL COMPLIANCE REVIEW

PROPOSER: Beyond Expectations Carmen Morris Concessions, LLC

	Submitted?	Reviewer Notes/Comments
Requested Information from Subsidiaries: • Proposer must state whether this company operates as a subsidiary of another company. If so, include the appropriate financial information such as the financial relationship and responsibilities to subsidiary or related companies for both the parent and subsidiary. State whether the parent guarantees the Minimum Annual Guarantee and the Agreement for the subsidiary company. If so, provide a letter from the appropriate agent of the parent company verifying the parent company's intent to guarantee the Minimum Annual Guarantee and the Agreement.	Yes	Proposer is not a subsidiary of another firm (Appendix A page 2 of 14 - required documentation binder).

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Sara Del Calvo

Sara Del Calvo, Professional Compliance Supervisor
Miami-Dade Aviation Department

6-27-2013

Date

Anne S. Lee, Chief Financial Officer
Miami-Dade Aviation Department

July 1, 2013

Date

The Financial Compliance Review verifies RFP documentation under the Technical Proposal Section titled "Financial Capacity to Perform", is submitted as required. Submitted financial information is reviewed for compliance to the proposal. This review is not intended to make representations as to the creditworthiness of the proposer's financial position.