Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(C)
10-16-07

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

RESOLUTION NO. R-1164-07

RESOLUTION AUTHORIZING EXECUTION OF FIRST AMENDMENT TO THE FOOD AND BEVERAGE DEVELOPMENT LEASE AND CONCESSION AGREEMENT AT MIAMI INTERNATIONAL AIRPORT BETWEEN MIAMI-DADE COUNTY AND HOST INTERNATIONAL, INC. EXTENDING THE AGREEMENT FOR THREE YEARS, REQUIRING INVESTMENT BY HOST INTERNATIONAL, INC. OF $2,000,000 NOT SUBJECT TO REIMBURSEMENT OR AMORTIZATION, AND PROVIDING OTHER MODIFICATIONS CONSISTENT WITH OTHER CURRENT CONTRACTS; WAIVING COMPETITIVE BID REQUIREMENTS

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 First Amendment to the Food and Beverage Development Lease and concession agreement at Miami International Airport between Miami-Dade County (the County) and Host International, Inc. (Host), which Amendment extends the Agreement for three years, requires investment by Host of $2,000,000 not subject to reimbursement or amortization, and providing other modifications consistent with other current contracts, all as more particularly set forth in the accompanying memorandum from the County Manager. This Board authorizes the Mayor or his designee to execute the First Amendment in substantially the form attached hereto, for and on behalf of Miami-Dade County. Pursuant to Section 2-8.1(b) of the Code, the competitive selection process for this First Amendment is hereby waived upon the written recommendation of the County Manager.

MEMORANDUM

(Revised)

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

DATE: October 16, 2007

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

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

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

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of October, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

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

Roy Wood

FIRST AMENDMENT

FOR NON-EXCLUSIVE

FOOD AND BEVERAGE DEVELOPMENT

LEASE AND CONCESSION AGREEMENT

AT

MIAMI INTERNATIONAL AIRPORT

This Amendment is made and entered into as of this _____ day of _____, 2007, by and between MIAMI-DADE COUNTY, FLORIDA ("hereafter referred to as "County"), a political subdivision of the State of Florida and Host International, Inc., (hereafter referred to as "Master Developer/Operator"), a Delaware Corporation authorized to do business in the State of Florida.

RECITALS:

WHEREAS, ON April 21, 1998, the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), passed and adopted Resolution No. R-393-98, which approved the Food and Beverage Development Lease and Concession Agreement (the "Agreement") at Miami International Airport between the "County" and Host International Inc.

WHEREAS, the County desires to extend the Agreement in order to continue a foodservice concessions program in conjunction with the development program for the North, and Central Terminal projects; and

WHEREAS, the Food and Beverage Developer Operator Lease and Concession Agreement will continue to deliver the required level of accommodations and conveniences to the airline passengers and Airport patrons, and maintain a positive image of the Airport, Miami-Dade Aviation Department (hereafter referred to as the "Department"), and the County to visitors, as further described herein; and

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree that said Lease and Concession Agreement shall be amended as follows:

Memorandum

MIAMI-DADE COUNTY

Date: October 16, 2007

Agenda Item No. 8(A)(1)(C)

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

From: George M. Burgess
County Manager

Subject: First Amendment to the Food and Beverage Development Lease and Concession Agreement at Miami International Airport

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RECOMMENDATION

It is recommended the Board of County Commissioners ("Board") approve the First Amendment to the Food and Beverage Development Lease and Concession Agreement ("Agreement") between Miami-Dade County and Host International, Inc. ("Host"). It is also recommended that the Board approve a waiver of County competitive bid procedures in accordance with Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code, as being in the best interest of the County. It is further recommended that the Board authorize the execution of said First Amendment and any cancellation or termination provisions contained therein.

SCOPE

The services to be performed will be located within Commission District 6, however the impact of this agenda item is countywide in nature as Miami International Airport is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

This project generates revenue for the Miami-Dade Aviation Department (MDAD). Payment provisions to the Miami-Dade Aviation Department include a monthly rent, and a Minimum Annual Guarantee ("MAG") of $5,034,032.90 or percentage of gross revenues, whichever is greater.

TRACK RECORD/MONITOR

Host has been satisfactorily providing this service at Miami International Airport since the inception of the original Agreement on May 1, 1998.

The Miami-Dade Aviation Department staff member responsible for monitoring this project is Patricia Ryan, Division Director Commercial Operations, MDAD.

BACKGROUND

The Agreement between Miami-Dade County and Host, for the operation of approximately 56,550 square feet of concessions was awarded by the Board on May 1, 1998, to provide food and beverage concession services at Miami International Airport ("MIA"). The duration of the agreement is ten (10) years, and is scheduled to expire on April 30, 2008.

After careful consideration, the Department recommends that it would be in the best interest of the County to extend the existing contract with Host. Upon completion of the North Terminal Development program, the Department will be in a more marketable position and have greater success soliciting a new Food and Beverage Development Lease and Concession Agreement.

The Agreement with Host will also be modified to include provisions in recent contracts such as: 1) half (½) of one percent (1%) for the concessions marketing fee, 2) market basket pricing, 3) improvement to premises, 4) construction permit fee at one percent (1%), and 5) liquidated damages for failure to maintain the standards set forth by the Department.

Lastly, Host will be required to invest $2,000,000, in order to upgrade the existing facilities. The investment will be at the sole expense of Host International, Inc. and will not be subject to any amortization or reimbursement.

PROJECT:	First Amendment – Host International Inc. Food and Beverage Development Lease and Concession Agreement.
PROJECT NO.	000197
USING AGENCY:	Miami-Dade Aviation Department
COMPANY NAME:	Host International, Inc.
COMPANY PRINCIPAL(S):	Laura Anna Babin, Secretary Bernard Nathaniel Brown, Vice President Elie Wajih Maalouf, President and CEO
LOCATION OF COMPANY:	Miami International Airport Miami, Florida
YEARS IN BUSINESS:	26 years
ACDBE GOAL:	35.2%
ACDBE CURRENT PARTICIPATION:	

Master Concessionair, LLC (Formerly World-Wide/LACI JV)	25.3%
Host-Tinsley Joint Venture	12.4%
Stinfil Enterprise, Inc.	0.9%
Carrie Concessions, Inc.	0.3%
Total	**38.9%**

PREVIOUS AGREEMENTS: WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Existing agreement began on May 1, 1998.
PAYMENTS TO THE COUNTY:	$5,034,032.90 (Minimum Annual Guarantee) The Concessionaire shall pay the Department the percentage fee of monthly gross revenues or the minimum monthly guarantee and monthly rent for Locations as specified in Exhibit A of the Agreement, whichever is greater.
RECOMMENDED MODIFICATION:	Three (3) year extension to begin May 1, 2008 through April 30, 2011.
OPTION(S) TO RENEW:	N/A

Assistant County Manager

1. **Add Definition:** The term **"Marketing Plan"** refers to the document outlining the entire marketing strategy and tactical actions of the Master Developer/Operator. The **"Marketing Plan"** must contain eight (8) sections: executive summary; analysis of the current marketing situation; analysis of opportunities; objectives; marketing strategy; plan of action and tactics; financial projections; and costs and control mechanisms.

2. **Add Definition: Airport Concession Disadvantaged Business Enterprise (ACDBE):** means a concession that is a for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. **Delete 1.01 <u>Terms and Extensions</u>**: The County hereby leases to the Master Developer/Operator for a term of ten years, commencing on May 1, 1998 and ending on April 30, 2008, unless otherwise terminated as provided for herein, certain premises described below for the development, leasing, and/or operation of non-exclusive food and beverage facilities and premises, as defined in Article 1.02, in the Terminal Building at the Airport.

   Add 1.01 <u>Terms and Extensions</u>: The County hereby leases to the Master Developer/Operator for a term of ten years, commencing on May 1, 1998 and ending on April 30, 2008 (Initial Term), unless otherwise terminated as provided for herein, certain premises described below for the development, leasing, and/or operation of non-exclusive food and beverage facilities and premises, as defined in Article 1.02, in the Terminal Building at the Airport. The term is extended (Extended Term) for an additional three (3) years, commencing on May 1, 2008, until 11:59 p.m. April 30, 2011, unless terminated under provisions contained in the Agreement.

4. **Add 2.05 <u>Annual Submission Plan</u>**: The Master Developer/Operator shall prepare a Marketing Plan. The marketing plan shall be submitted to the Department ninety (90) calendar days prior to the commencement of each lease year, and shall represent the upcoming fiscal year for the Department (October 1 – September 30). The Department shall have forty-five (45) calendar days after receipt of the foregoing plan to approve or disapprove the same in its reasonable discretion. If MDAD disapproves the plan, the Master Developer/Operator 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.

5. **Delete 3.07 <u>Address for Payment</u>:** The Master Developer/Operator shall pay all monies payable, as required by this Agreement, to the following:

Dade County Aviation Department
Accounting Division
Post Office Box 592616
Miami, Florida 33159

Payments may be made by hand delivery to the cashier's office located at Building 5A, 4200 N.W. 36th Street, Suite # 300, Miami, Florida 33159 during normal working hours.

Add 3.07 <u>Address for Payment</u>: The Master Developer/Operator shall pay all monies payable, as required by this Agreement, to the following:

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

During normal business hours, 8:0 0 A.M. to 5:00 P.M., Monday through Friday:

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

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

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

6. **Add 3.18 <u>Concession Marketing Fee:</u>** A concession marketing fee of one half (l/2) of one percent (1%) of Gross Revenues will be paid to the Department by the 20th of each month to be used for the marketing of concessions at the Airport. The fee is effective during the Extended Term of the Agreement as defined in Sub-Article 1.01 of the First Amendment.

7. **Add 3.19 <u>Penalties:</u>** If Master Developer/Operator or its Sub-tenants default under any of the Covenants or terms and conditions enumerated herein, the Department may elect to impose the financial penalties described below, as a result of the violation(s), on a daily basis, in addition to any other penalties permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Violation	**Fee**
Violation of Permitted Use of a Location.	$100per day/per Location
Failure to Maintain Required Hours of Operation.	$25 per hour/per Location
Failure to Submit Required Documents and Reports.	$50 per day/per Location
Unauthorized Advertising.	$50 per day/per Location
Failure to maintain Location clean.	$50 per day/per Location
Failure to maintain "Market Basket Pricing" or conduct the surveys as required.	$50 per day/per Location
Installation of Unapproved Items in Locations.	$50 per day/per Location

The foregoing is due and payable from the Master Developer/Operator; however, it shall not be construed as prohibiting the Master Developer/Operator from imposing the financial penalties described above, as a result of the Sub-Tenant's violation(s), on a daily basis, for the applicable Sub-tenants, in addition to any other penalties permissible by law and/or pursuant to the provisions of the sub-lease agreements, until said violations are remedied by the applicable Sub-tenants.

The exact monetary value of said damages caused by Master Developer/Operator's failure to perform is extremely difficult and impractical to fix; therefore the Master Developer/Operator agrees that the above stated sums represent fair and reasonable estimates of such monetary value of such damages.

The claim procedures provided in Sub-Article 13.01 of the existing Lease and Concession Agreement shall be utilized by the Master Developer/Operator or it's Sub-tenants in disputing the imposition of any

penalties authorized by this Sub-Article 13.01, and such claim procedures shall constitute the exclusive remedy therefore.

8. **Add 4.01 <u>Improvements to Premises:</u>** The Master Developer/Operator shall be required to invest a minimum of $2,000,000 during the first 18 months of the Extended Term (Extended Term Refurbishment) for approved improvements for the Locations listed in Exhibit A of the Lease and Concession Agreement and any additional location taken by the Master Developer/Operator pursuant to Sub-Article 1.04(C) "Addition/Deletion of Premises." Such investments shall not be subject to amortization or reimbursement. If a Location is not completed within the one hundred twenty (120) calendar days from construction project commencement for such Location, a penalty may be imposed, pursuant to Sub-Article 3.19 "Penalties".

9. **Delete 4.05 <u>Construction Bonds and Insurance Required</u> and associated sections 4.05.1 through 4.05.13.**

10. **Add 4.05 <u>Indemnification, Construction Bonds and Insurance Required</u>:**

    A. **<u>Indemnification, Construction Bonds and Insurance Required from any and all Construction Contractor(s)</u>:** The following language, including the indemnification clause, shall be included in all construction contracts between the Master Developer/Operator and its general Contractor(s) and subcontractors:

    <u>Indemnification:</u> The Construction 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 Bonds**: Pursuant to and in accordance with Section 255.05, Florida Statutes, the Master Developer/Operator or each Contractor performing any part of the work for the Master Developer/Operator or its Subcontractors 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 (hereinafter also "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. Within ten (10) days of issuance, Master Developer/Operator 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 Master Developer/Operator shall deliver to County the Bonds required to be provided by Master Developer/Operator or each contractor as set forth in this Agreement and in the form attached hereto as Exhibit B, Surety Bond.

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 Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond (Total Contract) Amount	Best's Rating
$ 500,001 to $1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over $10,000,000	A IX

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 a Exhibit B, "Surety 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 Master Developer/Operator and its contractor or the Sub-tenant and its contractor, as the case may be.

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 Master Developer/Operator shall cause its Contractor(s) and any subcontractors 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 $5,000,000 per occurrence for Bodily Injury and Property Damage combined. The County and the Master Developer/Operator 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 nor any subcontractor allowed on the Airside Operation Area (AOA) without increasing automobile coverage to $5,000,000 as approved by MDAD Risk Management.

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 Master Developer/Operator and approved by the Master Developer/Operator 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 Master Developer/Operator at a minimum of thirty (30) calendar days before such expiration.

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 management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Master Developer/Operator.

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 Master Developer/Operator to agree to permit such inspection at the offices of the Department.

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.

11. **Delete 4.09 Reimbursement of Improvement Costs:** The County shall reimburse the Master Developer/Operator for the unamortized balance of its Improvements only in the following circumstances:

(A) For the unamortized cost (amortized on a straight line basis over 120 months) of the initial Department–approved remodeling of an individual facility in the event the Department requires its deletion or relocation pursuant to Article 1.04 (B) or upon expiration of the Agreement.

(B) For the unamortized cost (amortized on amortized on a straight line basis over 120 months) of the Department-approved design and construction cost for any new or relocated facilities pursuant to Article 1.04 (C) upon the expiration of this Agreement.

The County shall not reimburse the Master Developer/Operator for any cost pursuant to Article 4.01 (B), or any other remodeling or improvements made to the Premises during the term of the Agreement that are not specifically included in 4.01 (A) or (B) above. This reimbursement of cost applies only to the Improvements as approved by the Department, or to construction of the new stores as defined in Article 4.01, and does not apply to any other remodeling or improvements made to the Premises during the term of this agreement.

Add 4.09 Reimbursement of Improvement Costs: The County shall not reimburse the Master Developer/Operator for the unamortized balance of its refurbishments or improvements.

12. **Add 4.10 Construction Permit Fee**: The Master Developer/Operator 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 Master

Developer/Operator to the Department is an amount equal to one per cent (1%) of the construction cost of the improvements. Such fee shall be used to reimburse the Department its costs of maintaining on-site Building Department staff to review Master Developer/Operator's and Sub-tenant's plans/specifications. Such fee shall be non-refundable. The Master Developer/Operator shall be entitled to require the Sub-tenants to pay their proportionate share for the budgeted construction hard costs for the improvements to be made by the Sub-tenants in each Location.

13. **Delete 5.02 Marketing Concepts**: The Marketing Concepts applicable hereto are set forth in Exhibit D attached.

Add 5.02 Market Basket Pricing Policy: The Department has instituted a market basket pricing policy to ensure that Airport prices are comparable to Foodservice outlets and dining facilities in the Miami-Dade County, Florida area to reinforce the objective of making the Airport a more "passenger friendly" airport. The Master Developer/Operator or its Sub-tenants shall be required to charge no more than the market basket prices as determined in accordance with the following methodology:

1. Same or Similar Product Line: To determine reasonable prices, Master Developer/Operators annually will select three (3) Miami-Dade County sites where visitors may purchase similar items, portion or serving. Master Developer/Operator and/or its Sub-tenants' prices on any specific item may not exceed the average by more than ten percent (10%) of those remaining after eliminating the lowest priced-Location. If fewer than three (3) Locations carry the item, the maximum permissible price shall not exceed the average price of all Locations carrying the specific item by more than ten percent (10%). If no other Location carries the item, the Master Developer/Operator shall charge a reasonable price; in which case, the Department reserves the right to determine whether the price is reasonable.

2. Same Store: For any or all operations where the Master Developer/Operator currently operates the same or similar store in the Miami-Dade County area, the Master Developer/Operator may not charge more than ten percent (10%) higher charges at the Airport for like or similar item, portion or serving. The Department has the right to survey prices at said store and to use these prices for same or similar merchandise as the primary basis for pricing in leased Locations in all Locations.

3. Price Increases: The Master Developer/Operator must receive written approval from the Department to increase the price of any item sold or offered by the Master Developer/Operator or its Sub-

tenants, and any such request must be accompanied by a price survey. The Department reserves the right to review said price survey and verify price prior to approval.

4. Price Check Policy: Prices may be checked periodically to assure compliance with this policy. A selection of items, picked at random from any Location, is compared to similar items in the price survey. The Department may appoint professional shoppers to survey and shop Locations.

   The Master Developer/Operator or its Sub-tenants who are not in compliance with the provisions of this Sub-Article shall be given seven (7) days to bring all products into compliance. Failure to do so shall subject the Master Developer/Operator to penalties pursuant to Sub-Article 3.19 "Penalties" in the Food and Beverage Development Lease and Concessions Agreement shall constitute a default under this Agreement."

14. **Delete Article 11 Insurance**: including all sub-articles under Insurance.

Add Article 11 Insurance: Insurance and associated Sub-articles as follows:

ARTICLE 11 – INSURANCE

11.01 Insurance Required of Master Developer/Operator: Prior to execution of this Agreement by the Department and commencement of the Term of this Agreement, the Master Developer/Operator 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, if exercised, of this Agreement.

The limits for each type of insurance may be revised upon review and approval of the Master Developer/Operator'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 Master Developer/Operator and its Sub-tenants must show coverage has been obtained that meets the requirements as outlined below during the construction and operation phase of this Agreement:

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

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 Master Developer/Operator in the performances of this Agreement.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than $1,000,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the Master Developer/Operator or its Sub-tenants allowed on the Airside Operation Area (AOA) without increasing automobile coverage to $5,000,000 as approved by the Risk Management Office.

11.02 <u>Certificate of Continuity</u>: The Master Developer/Operator 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 first Extended Term and second Extended Term, if applicable. If insurance certificates are scheduled to expire during the lease period, the Master Developer/Operator shall be responsible for submitting new or renewed insurance certificates for its and its Sub-tenants' operations to the Department's Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

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

11.03 <u>Insurance Company Rating Requirements</u>: All insurance policies required above from the Master Developer/Operator and its Sub-tenants 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 management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Department's Risk Management Office.

11.04 Master Developer/Operator Liable: Compliance with the requirements as to carrying insurance in Article 11 "Insurance" shall not relieve the Master Developer/Operator and its Sub-tenants 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 Department's sole cost and expense, to examine the original policies of insurance of the Master Developer/Operator and its Sub-tenants (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Master Developer/Operator agrees to permit or cause its Sub-tenants to permit such inspection at the offices of the Master Developer/Operator and/or its Sub-tenants, 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 Master Developer/Operator and/or its Sub-Tenant agree to provide copies to the Department, at the Master Developer/Operator's or Sub-Tenant's sole cost and expense.

11.07 Personal Property: Any personal property of the Master Developer/Operator or its Sub-tenants, or of others, placed in the Locations shall be at the sole risk of the Master Developer/Operator 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.

11.08 Survival of Provisions: The provisions of Article 11 "Insurance" shall survive the expiration or earlier termination of this Agreement.

11.09 Insurance Required of Sub-Tenants: The limits for each type of insurance may be revised upon review and approval of the Sub Tenant'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.

The Master Developer/Operator shall cause its Sub-Tenant to provide certificates of insurance indicating the following types of insurance coverage prior to any occupation of the premises:

A. 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. Miami-Dade County must be shown 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 contractor(s) in the performances of the construction contract.

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than $1,000,000* per occurrence for Bodily Injury and Property Damage combined.

   *Under no circumstances is the Master Developer/Operator or a Sub-tenant allowed on the Airside Operation Area (AOA) without increasing automobile coverage to $5,000,000 as approved by the Safety and Insurance Office.

Certificate Continuity: The Master Developer/Operator and its Sub-tenants shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force for the duration of the lease, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the contract period, the Sub-tenant shall be responsible for submitting new or renewed insurance certificates to the Master Developer/Operator at a minimum of thirty (30) calendar days before such expiration.

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 management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New

Jersey, or its equivalent, subject to the approval of the MDAD's Safety and Insurance Office.

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

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 Master Developer/Operator agrees to permit or cause such inspection to be permitted at the offices of the Department.

15. Delete Article 14 Nondiscrimination:

Add Article 14 Nondiscrimination: Replace with following language:

Article 14

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

14.01 Equal Employment Opportunity: The Master Developer/ Operator 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, nor 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. The Master Developer/Operator 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 are 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.

The Master Developer/Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices to the provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Master Developer Operator shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and

the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

The Master Developer/Operator 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.

14.02 Nondiscrimination Access to Premises: The Master Developer/Operator, 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 the Master Developer/Operator 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.

14.03 Breach of Nondiscrimination Covenants: In the event it has been determined that the Master Developer/Operator has breached any enforceable nondiscrimination covenants contained in Section 14.01 Employment Discrimination and Section 14.02 Nondiscriminatory Access to premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Master Developer/Operator 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 Agreement section hereof.

14.04 Nondiscrimination: During the performance of this Agreement, the Master Developer/Operator agrees as follows: The Master Developer/Operator shall, in all solicitations or advertisements for employees placed by or on behalf of the Master Developer/Operator, 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. The Master Developer/Operator shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Master Developer/Operator'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 the Master Developer/Operator's noncompliance with the

nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Master Developer/Operator 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 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 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.

The Master Developer/Operator will include Section 14.01 Employment Discrimination and Section 14.02 Nondiscriminatory Access to Premises of this Article in Master Developer/Operator 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 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each Master Developer/Operator.

The Master Developer/Operator shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Master Developer/Operator becomes involved in, or is threatened with, litigation with a sub-consultant/sub-contractor as the result of such direction by the County or by the United States, the Master Developer/Operator may request the United States to enter into such litigation to protect the interests of the United States.

14.05 <u>Disability Nondiscrimination Affidavit</u>: By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Master Developer/Operator 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 the Master Developer/Operator or any owner, subsidiary or other firm affiliated with or related to the Master Developer/Operator 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 the Master Developer/Operator submits a false affidavit pursuant to this Resolution or the Master Developer/Operator violated the Act or the Resolution during the term of this Contract, even if the Master Developer/Operator was not in violation at the time it submitted its affidavit.

14.06 <u>Affirmative Action/Non Discrimination of Employment, Promotion and Procurement Practices (County Code Section 2-8.1.5)</u>: In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids 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 bid/proposal.

14.07 <u>ACDBE Goals</u>: The Master Developer/Operator is required under this Agreement to achieve the **ACDBE goal of 35.2%** applied to this Project .

To fulfill the requirements of this Article, the Master Developer/Operator must comply with the Airport Concession Disadvantaged Business Enterprises (ACDBE) Requirements (Exhibit G ACDBE Requirements) as applicable to this project.

The Director may declare the Master Developer/Operator in default of this agreement for failure of the Master Developer/Operator to comply with the requirements.

16. Delete <u>Exhibit G "DBE Mentoring Program"</u>

Add <u>EXHIBIT G "ACDBE Program Exhibits"</u>: Exhibit comprised of the following documents:

1. ACDBE Participation Plan/Provisions (Labeled Appendix C)
2. ACDBE Good Faith Utilization Form (Labeled Appendix 1)
3. ACDBE Schedule of Participation (Labeled Appendix 2)
4. ACDBE Letter of Intent (Labeled Appendix 3)
5. ACDBE Experience Sheet (Labeled Appendix 4)
6. ACDBE Certificate of Unavailability (Labeled Appendix 5)
7. ACDBE Monthly Utilization Report (Labeled Appendix 6)
8. Monthly Report of ACDBE Joint Venture Activity (Labeled Appendix 7)
9. Section 5 ACDBE Program Overview

17. **Add 15.04 <u>Resolution No. 456-07 Prohibiting County and Public Health Trust Employees from Using Products Containing Trans Fats</u>:** The Concessionaire shall not market or distribute at the designated Premises under this Agreement any pre-packaged, prepared or other foods, including catered foods, derived from or containing trans-fats (see Exhibit H). The Concessionaire shall, periodically review existing inventories and projected products, to assure that only trans-fat free products are being offered for public consumption.

Except for the aforementioned modifications, and in all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified therein.

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

MASTER DEVELOPER/OPERATOR

Host International, Inc.
(Legal Name of Corporation)

ATTEST:

Secretary _____
(Signature and Seal)

Laura A. Babin
Secretary
(Type Name & Title)

By: _____
Master Developer/Operator - Signature

Name: CHRISTOPHER G. TOWNSEND
Vice President
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Resolution No.: _____

Date: _____

HOST FIRST AMENDMENT – EXHIBIT B

HMS HOST FIRST AMENDMENT

EXHIBIT B

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We, [OPERATOR], as Principal, whose principal business address is [INSERT ADDRESS], under the contract dated , 200 , between Principal and Miami-Dade County for the development of the [IMPROVEMENTS] (hereinafter referred to as "License Agreement") the terms of which License Agreement are incorporated by reference in its entirety into this Bond, and We, _____,as Co-Principal, whose principal business address is _____, as Contractor under the contract dated , 200 , between Co-Principal and [OPERATOR], for the construction of the [IMPROVEMENTS](hereinafter referred to as "Construction Contract") the terms of which Construction Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal or Co-Principal:

1 . Performs all the work under the Construction Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Construction Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Construction Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(l), Florida Statutes, supplying Principal or Co-Principal with labor, materials, or supplies, used directly or indirectly by Principal or Co-Principal in the prosecution of the work provided for in the Construction Contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal or Co-Principal under the Construction Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Construction Contract; and

4. Performs the guarantee of all work and materials furnished under the Construction Contract for the time specified in the Construction Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Construction Contract; then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Construction Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal or Co-Principal seeking damages for latent defects in

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

materials or workmanship, such actions being subject to the limitations found in Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Construction Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 __.

CONCESSIONAIRE

_____

[CONCESSIONAIRE]

BY:

_____

_____

(President) (Managing Partner or Joint Venturer)

CONTRACTOR

_____

_____

(Contractor Name)

BY:

_____

_____

(President) (Managing Partner or Joint Venturer)

(SEAL)

HMS HOST FIRST AMENDMENT

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

_____

_____

_____

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By: _____

_____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

HOST FIRST AMENDMENT – EXHIBIT G

APPENDIX C
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION

Exhibit G

I. DEFINITION:

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

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

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

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

(1) Any individual determined by Miami-Dade County to be a socially and economically disadvantaged individual on a case-by-case basis.
(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, The U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
(v) "Subcontinent Asian Americas," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
(vi) Women;
(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

APPENDIX C
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION

Exhibit G

II. ACDBE PARTICIPATION PLAN

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

1) ACDBE Utilization Form (ACDBE APPENDIX 1); Schedule of Participation (ACDBE APPENDIX 2) and Letter of Intent (ACDBE APPENDIX 3) by the Bidder/Proposer of the percentage of participation by an ACDBE Firm the Bidder/Proposer intends to have in this Agreement and how the Bidder/Proposer intends to achieve such stated participation.

2) Below is the documentation which will be required as part of the Bidder/Proposer's ACDBE Participation Plan for any one or combination of the following:

   (a) If Bidder/Proposer intends to meet the ACDBE goal as an ACDBE itself the Bidder/Proposer shall submit:

      1) ACDBE Utilization Form (ACDBE APPENDIX 1);
      2) A Schedule of Participation (ACDBE APPENDIX 2);
      3) Letter of Intent (ACDBE APPENDIX 3);
      4) ACDBE Certification or applied for ACDBE Certification to the Department of Business Development (DBD) (Phone: (305) 375-3111) or the Florida Uniform Certification Program (FLUCP) at (850) 414-4747 or their website address http://www.bipincwebapps.com/biznetflorida/;
      5) Explanation of participation by the ACDBE Firm in management and day-to-day operation; and,
      6) Financial participation by the ACDBE Firm Proposer in gross revenues from this agreement.

   (b) If Bidder/Proposer intends to meet the ACDBE goal as a partnership or joint venture, the Bidder/Proposer must submit:

      1) ACDBE Utilization Form (ACDBE APPENDIX 1);
      2) A Schedule of Participation (ACDBE APPENDIX 2);
      3) Letter of Intent (ACDBE APPENDIX 3);
      4) Partnership or joint venture agreement;
      5) An explanation of participation by the ACDBE participant in the management and day-to-day operations;
      6) Financial participation by the ACDBE Firm to meet the ACDBE participation in gross revenues;
      7) ACDBE Certification or applied for ACDBE Certification to the Department of Business Development (DBD) Phone: (305) 375-3111 or the Florida Uniform Certification Program (FLUCP) at (850) 414-4747 or their website address http://www.bipincwebapps.com/biznetflorida/; of the ACDBE joint venturer or partner; and,
      8) Experience of ACDBE joint venturer or partner must be listed on the experience sheet. (ACDBE APPENDIX 4)

   (c) If the Bidder/Proposer intends to meet the ACDBE goal through subcontracting, the Bidder/Proposer must submit:

      1) ACDBE Utilization Form (ACDBE APPENDIX 1);
      2) A Schedule of Participation (ACDBE APPENDIX 2);
      3) Letter of Intent (ACDBE APPENDIX 3);
      4) A listing of those activities which the Proposer intends to subcontract and the

Exhibit G

estimated percentage of gross revenues such subcontracted services will represent of the gross revenues from all activities under the agreement that will be subcontracted;

5) ACDBE Certification or applied for ACDBE Certification to the Department of Business Development or the Florida Uniform Certification Program (FLUCP) at (850) 414-4747 or their website address http://www.bipincwebapps.com/biznetflorida/; of such ACDBE firms; and,
6) Experience of ACDBE subcontractors must be listed on the experience sheet. (ACDBE APPENDIX 4)

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

III. GOOD FAITH EFFORTS:

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

a. A detailed statement of the efforts made to contact and negotiate with ACDBE Firms, including (i) the names, addresses and telephone numbers of ACDBE Firms who were contacted, (ii) a description of the information provided to ACDBE Firms regarding the proposal or portions of the work to be performed, and (iii) a detailed statement of the reasons why additional prospective agreements with ACDBE Firms, if needed to meet the stated goal, were not reached.

b. A detailed statement of the efforts made to select portions of the work proposed to be performed by ACDBE Firms in order to increase the likelihood of achieving the stated goal.

c. For each ACDBE Firm contacted but which the Bidder/Proposer considered to be not qualified, a detailed statement of the reasons for the Bidder/Proposer's conclusions.

d. Attendance at pre-proposal meetings, if any, scheduled by the Bidder/Proposer to inform ACDBEs of participation opportunities under a given solicitation.

e. Advertisement in general circulation media, trade association publications, and minority focus media for at least twenty (20) days before bidder/proposals are due. If the interval between MDAD advertising and proposal due date is so short that (20) days are not available, then publication for a shorter reasonable time is acceptable.

Exhibit G

f. Efforts made to assist the ACDBE firms contacted that needed assistance in obtaining bonding or insurance required by the Bidder/Proposer or MDAD.

g. Written notification to ACDBEs that their interest in the contract is solicited.

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

IV. INVESTIGATION AND RECOMMENDATION BY ACDBELO

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

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

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

Administrative Reconsideration

a) Within 5 days of being informed by MDAD that its Bid/Proposal is not in compliance and not responsible, because it has not documented sufficient good faith efforts, a Bidder/Proposer may request administrative reconsideration. Bidder/Proposer should make this request in writing to the Contracting Officer: Aviation Director or his designee, Miami-Dade Aviation Department P.O. Box 025504, Miami, Florida 33102-5504, telephone number (305) 876-7077. The reconsideration official will not have played any role in the original determination that the Bidder/Proposer did not document sufficient good faith efforts.

b) As part of this reconsideration, the Bidder/Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Proposer will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. MDAD will send the Bidder/Proposer a written decision on reconsideration, explaining the basis for finding that Bidder/Proposer did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

APPENDIX C
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION

Exhibit G

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

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

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

VI. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

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

B. Substitution of ACDBE Firms

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

2. Rightful Termination of agreements entered into with ACDBE firms. If after execution of an agreement required by these Provisions, the Bidder/Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstance beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such agreement, an ACDBE Firm which entered into such agreement has become not qualified or has committed and failed to remedy a material breach of the agreement, the Bidder/Proposer shall be entitled to exercise such rights as may be available to it to terminate the agreement.

Exhibit G

3. Determination of Excuse of Rightful Termination. If the Bidder/Proposer at any time submits a written request under these Provisions to the Director, as soon as practicable, shall determine whether the Bidder/Proposer has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Bidder/Proposer an opportunity to present pertinent information and arguments.

4. Alternative ACDBE Firm Participation Agreements. If the Bidder/Proposer is excused from entering or rightfully terminates an agreement with an ACDBE firm listed as part of the Bidder/Proposer's ACDBE Participation Plan, the Bidder/Proposer shall make every reasonable effort to enter into an alternative agreement for at least ACDBE Participation percentage as originally submitted as part of their proposal for this contract with another certified ACDBE firm.

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

   a. It shall enter each such alternative agreement(s) for at least the ACDBE participation as originally proposed.

   b. It demonstrates to the satisfaction of the Director that it has made every reasonable efforts to negotiate with an ACDBE Firm in an attempt to enter into an agreement, but that it was unable to enter into such agreement because the ACDBE Firms were (i) not qualified; (ii) Unavailable; or (iii) although Qualified and not Unavailable, was unwilling or unable to reach an agreement.

   c. If any situation covered by this section arises; the ACDBELO shall promptly meet with the Bidder/Proposer and provide him an opportunity to demonstrate compliance with these Provisions.

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

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

1. The suspension of any payment or part thereof due the ACDBE Subtenant, Joint Venture Partner or Subcontractor from the Bidder/Proposer until such time as the issues concerning the Proposers Compliance are resolved.

Exhibit G

2. The termination or cancellation of the Contract in whole or in part, unless the Bidder/Proposer demonstrates within a reasonable time its compliance with the terms of these Provisions.

3. The denial to the Bidder/Proposer of the right to participate in any further contracts awarded by MDAD for a period of not longer than three years. No such sanction shall be imposed by MDAD upon the Bidder/Proposer except pursuant to a hearing conducted by the ACDBELO and/or Director.

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

Exhibit G

DEMONSTRATION OF GOOD FAITH EFFORTS
ACDBE UTILIZATION FORM

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

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

_____ The bidder/offeror is committed to a minimum of _____% 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: _____

State Registration No. _____

By: _____ Title: _____
(Signature)

_____ Date: _____
(Print Name)

SCHEDULE OF PARTICIPATION BY ACDBE FIRMS

Exhibit G

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

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 **Date**

Print Name **Title** **Company Name**

ACDBE APPENDIX 2

Rev. 2/24/06

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LETTER OF INTENT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Exhibit G

To:_____

Project:_____

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

The undersigned holds ACDBD Certificate No._____ **expiring on,**_____ **20**_____.

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

Description of Services	% of Bid/Proposal

Total%_____

Signature of ACDBE_____ **Date**_____

Print Name_____ **Title**_____

ACDBE Firm_____

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
EXPERIENCE SHEET
Exhibit G

ACDBE NAME _____

ADDRESS _____

_____

_____

	NAME OF CLIENT COMPANY NAME AND ADDRESS	DESCRIPTION OF SERVICES PROVIDED TO CLIENT	GROSS REVENUES	CALENDAR YEAR
(A)				
(B)				
(C)				

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

Exhibit G
CERTIFICATE OF UNAVAILABILITY

I, _____, _____
Title

of _____ certify that on _____
Date

I contacted the _____ to obtain a Bid/Proposal.
Airport Concession Disadvantaged Business Enterprise

Description of Services:

_____

_____

_____

_____

_____
Signature

_____
Print Name

_____
Title

I, _____, was offered the above opportunity to Bid/Propose.
ACDBE NAME

I was unavailable to provide the services at the above specified time due to:

_____

_____

_____

_____

_____ _____
Signature **ACDBD Certificate No.**

_____ _____
Print Name **Expires**

_____
Title

Revised 2/24/06

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CONCESSION MONTHLY UTILIZATION REPORT – Exhibit G

Reporting Period: Name of Prime Concessionaire: _____ YTD ACDBE Goal:

From: _____ To: _____ Lease Number: _____ Required _____

Actual _____

Name and Address	Date of Award	Terms of Agreement	Agreement Amount	Modification Amount
		Starting: _____ Expiration: _____ Options: _____		

Amount of Revenues this Period $ _____

Operational Expenses this Period $ _____

Total Revenues to Date $ _____

Total Operational Expenses to Date $ _____

ACDBE Revenues for this Period $ _____

ACDBE Operational Expenses this Period $ _____

Total ACDBE Revenues to Date $ _____

Total ACDBE Operational Expenses to Date $ _____

AIRPOR T CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE) OPPORTUNITIES

Name of ACDBE Firm	ACDBE Goal	Revenue This Period	Revenues to Date	Operational Expenses This Period	Operational Expenses to Date	Concession Opening Date	Actual Opening Date

I attest that the above information is accurate and complete.

_____ Authorized Signature _____ Print Name _____ Title _____ Date (____)_____ Telephone

Sworn before me: This_____ day of _____ 20___

Notary Public: _____

Additional page (s) may be used if needed.

Revised 11/22/06

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Monthly Report Of ACDBE Joint Venture Activity

Joint Venture Partner: _____

Reporting Month: _____

Function	Date Performed	Location	# of Hours Per Employee	# of Hours Extended	Attach Support Documentation	JV Partner Signature
		Total				

I attest that the above information is accurate and complete.

_____ _____
For Joint Venture Partner (ACDBE), Please Print and Sign Date

_____ _____
For Joint Venture (Prime), Please Print and Sign Date

Sworn before me: This _____ day of _____ 20 _____

Notary Public: _____

Additional page (s) may be used if needed.

Revised 11/22/06

Exhibit G

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SECTION 5

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

I. ACDBE REQUIREMENTS:

It is the policy of the County that ACDBE's shall have the maximum practical opportunity to participate in the performance of County agreements. As used in the Bid Documents, the term "Airport Concession Disadvantaged Business Enterprises (ACDBE)" means a small business concern, which (a) is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as set forth in 49 CFR Part 23, Code of Federal Regulations. The County has established an ACDBE concession specific goal of ____% percent of gross revenues. The ACDBE overall goal can be achieved either through the Proposer being an ACDBE itself, a partnership or joint venture, or subcontracting a percentage of gross revenues.

The Airport Concession Disadvantaged Business Enterprise (ACDBE) Plan must be submitted with the Proposal in accordance with **Appendix C, Section II** and its supporting documents. The Successful Proposer will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting ACDBE revenue and operational expenses, commencing 90 days after beneficial occupancy and monthly thereafter, on or before the 10th of every month.

II. COUNTING ACDBE PARTICIPATION TOWARD CONTRACT GOALS:

1. When an ACDBE participates in a contract, only the value of the work actually performed by the ACDBE toward the ACDBE goal will be counted.

2. When an ACDBE performs as a participant in a joint venture, a portion of the total dollar value of the contract **during the complete contract term**, equal to the distinct clearly defined portion of the work of the contract that the ACDBE performs will be counted toward ACDBE goals as outlined in **Appendix C.**

3. Expenditures to an ACDBE contractor toward ACDBE goals will be counted only if the ACDBE is performing a commercially useful function as defined below:

   (a) An ACDBE performs a commercially useful function when it is responsible for execution of specific quantifiable work of the contract and is carrying out its responsibilities by actually performing, or managing, or supervising the specific identified work.

   MDAD will determine whether an ACDBE is performing a commercially useful function by evaluating the specific duties outlined in the Joint Venture

Agreement; the subcontract agreement or other agreements in accordance with industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors.

(b) An ACDBE does not perform a commercially useful function if its role is limited to that of an extra participant in a financial or other transaction, contract, or project through which funds are passed in order to obtain the appearance of ACDBE participation.

(c) If an ACDBE does not perform or exercise responsibility for at least their percentage 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.

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

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

III. ACDBE GOAL ACHIEVED THROUGH JOINT VENUTRE ("JV") PARTNERING:

Proposers may decide to satisfy a part of the ACDBE goal by Joint Venturing with an ACDBE. The ACDBE partner must meet the eligibility standards set forth in 49 CFR Part 23. A **"joint venture" or ("JV")** shall mean and may be referred to as an "association" of two or more businesses acting as a concessionaire and performing or providing services on a contract, in which each joint venture or association partner combines property, capital, efforts, skill, and/or knowledge. The joint venture agreement must specify the following:

(1) 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.

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 with regards to tasks and locations.

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 hours per week.

(2) Each Joint Venture partner must submit a notarized Monthly Utilization Report 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 the form. This information should include, but not be limited to:

a. Details of training sessions, including class rosters and lesson plans.
b. Deliverables and work products.
c. Time sheets of partner employees used to fulfill objectives. Time sheets must accurately reflect hours worked and compensation earned.
d. Proof that employees of partners actually work for them (payroll, payroll tax returns and the like).

(3) 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.

(4) Each ACDBE JV partner must perform work that is commensurate with the Lease Agreement.

As described below, each Proposer must submit, as part of its Proposal, a plan for the achievement of the ACDBE goal, including Schedule of Participation and the Letter of Intent from ACDBE's who are Certified or have applied for Certification to the Miami-Dade County Department of Business Development as required by Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation Plan.

Without limiting the requirements of the Agreement, the County will have the right to review and approve all agreements utilized for the achievement of these goals. Such agreements must be submitted with the Proposal.

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

In order to participate as an ACDBE on this contract, an ACDBE must be certified or have applied for certification to the Miami-Dade County Department of Business Development (DBD) or Florida Uniform Certification Program (FLUCP) at the time of Proposal submittal, but the ACDBE firm must be fully certified on or before the award date.

Application for certification as an ACDBE may be obtained by contacting the Miami-Dade County Department of Business Development (DBD) located at 111 NW 1st Street, Stephen P. Clark Center, 19th floor, Miami Florida 33128-1974 or by telephone at (305) 375-3111 or facsimile at (305) 375-3160, or visit their website at www.co.miami-dade.fl.us/DBD/.

The ACDBE Certification List is maintained and published at least every other week by the Department of Business Development (DBD) and contains the names and addresses of currently certified Airport Concession Disadvantaged Business Enterprise (ACDBEs) certified by the agency.

The FLUCP Directory is available at **http://www.bipincwebapps.com/biznetflorida/**. The Directory lists the firm's name, address, phone number, date of the most recent certification, certifying agency and type of work the firm has been certified to perform. The FLUCP updates the data every 24 hours and revises the Directory regularly. The address for Florida UCP is:

Florida Department of Transportation,
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, Florida 32399-0450
Tel: (850) 414-4747 Fax: (850) 414-4879

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

The Successful Proposer acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, and 49 CFR Part 23, Disadvantaged Business Enterprise Programs, are applicable to the activities of the Successful Proposer under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation.

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 the Department, 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 Successful Proposer has defaulted in the requirement to comply with the provisions of this section and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Concessionaire, to terminate this Agreement, pursuant to Default language referenced in the Agreement.

The Successful Proposer shall include the following nondiscrimination language in concession and management related contracts with MDAD:

> *"This agreement is subject to the requirements of the US 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 agreement, management contract, or subcontract, purchase or lease agreement, or subcontract, purchase or lease agreement, 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 the statements in further agreements."*

SD

VI. ACDBE MENTORING, ASSISTANCE AND TRAINING PROGRAM:

Consistent with the goal of providing ACDBEs with hands-on participation and the responsibility for a clearly defined portion of the Airport Concession operations, subject to **Section 5 "Airport Concession Disadvantaged Business Enterprise"** hereof, 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:

A. Shop Store Operations

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

B. Personnel

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

C. Shop Design and Display

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

D. Loss Prevention

(1) External and internal theft
(2) Shop security

E. Books, Records and Reports

(1) The books of account and supporting records of the joint venture(s) and the sub-concessionaire(s) shall be maintained at the principal office and shall be open for inspection by the MDAD or the ACDBE sub-concessionaire(s) or Joint Venture(s), upon reasonable prior written notice, during business hours.
(2) The books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. The Successful Proposer shall provide to the sub-concessionaire(s) or joint venture(s), within an agreed upon time after the end of each month during the term of this

agreement, an unaudited operating (*i.e.*, income) statement for the preceding month and for the year-to-date.

(3) Reports of the ACDBE Mentoring Program shall be submitted to the Department's Minority Affairs and Business Management Divisions, outlining the specific areas of training (i.e., components covered, total number of hours of training, training material covered, etc.).

VII. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN:

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

The County shall monitor the compliance of the Successful Proposer with the requirements of this provision during the term of this agreement.

The County 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, contracts between the Successful Proposer and the ACDBE Participant, and other records pertaining to the ACDBE Participation Plan.

If at any time the County has reason to believe that the Successful Proposer are in violation of this provision, the County may, in addition to pursuing any other available legal remedy, impose sanctions which may include, but are not limited to, the termination or cancellation of the agreement in whole or in part, unless the Successful Proposer demonstrates, within a reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the County upon the Successful Proposer except pursuant to a hearing conducted by the ACDBELO and/or Director.

ACDBE MANAGEMENT TRAINING PROGRAM

In August 2003, outlined training to be provided by HOST to Tinsley operations. In October 2004, Tinsley's operational principal completed all training activities and certification courses provided by HOST and was promoted to the Director of Operations for the HOST Tinsley Joint Venture. Monthly ACDBE Joint Venture Activity Reports reflect that activities to be performed by Tinsley are as outlined in the HOST Tinsley Joint Venture agreement.

Certification

At all times during the term of this Subcontract, ACDBE Concessionaire shall be and shall remain certified as a ACDBE by the Department of Business Development or the Florida Uniform Certification Program (FLUCP) in accordance with all applicable laws, rules and regulations and shall timely file any and all applications, together with all supporting documentation, necessary to maintain such certification. Prior to any change in ownership or

control of ACDBE Concessionaire, ACDBE Concessionaire shall obtain such certification for ACDBE Concessionaire as so changed and the consent to any such transfer as required by Section 8 hereof. Failure of ACDBE Concessionaire at any time to continue to be ACDBE certified shall constitute a default hereunder.

HOST FIRST AMENDMENT – EXHIBIT H

EXHIBIT H

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 11(A)(30)

04-24-07

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

RESOLUTION NO. R-456-07

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Not to make available for sale or consumption at facilities owned or operated by the County or Public Health Trust food products that contain trans fats, including prepared and prepackaged foods; and

5. To use healthier substitutes in place of trans fats in all of the above-referenced circumstances.

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

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

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

The foregoing resolution was sponsored by Commissioner Katy Sorenson, Commissioner Jose "Pepe" Diaz, Commissioner Carlos A. Gimenez, Commissioner Sally A. Heyman, Commissioner Dennis C. Moss, Commissioner Dorrin D. Rolle, Commissioner Rebeca Sosa and Senator Javier D. Souto and offered by Commissioner Carlos A. Gimenez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

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

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

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

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

Jess M. McCarty

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RESO\1093

MEMORANDUM

Agenda Item No. 11(A)(30)

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

DATE: April 24, 2007

FROM: Murray A. Greenberg
County Attorney

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

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

Murray A. Greenberg
County Attorney

MAG/dcp

MEMORANDUM
(Revised)

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

DATE: April 24, 2007

FROM: Murray A. Greenberg
County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

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APPENDIX E-1

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

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

This sworn statement is submitted for:

PROJECT TITLE HMS Host First Amendment

PROJECT NUMBER _____

COUNTY OF DADE

STATE OF FLORIDA

Before me the undersigned authority appeared Bernard Brown, who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

(Name of Entity)

Host International, Inc.

(Address of Entity)

6905 Rockledge Drive, Mail Stop 7-1, Bethesda, MD 20817

5 /2 -1 /2 /4 /2 / 3/ 3 / 4
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

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

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

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

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

"1 A predecessor or successor of a person convicted of a public entity crime; or

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

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

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

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__X_____ The Entity affirms under oath that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, or affiliates, nor its Subcontractor/Subconsultant have been debarred by the County.

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

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

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

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

   Host International, Inc.
   6905 Rockledge Drive
   Bethesda, MD 20817

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations, however please indicate here whether the Entity is a publicly traded corporation.

   See Attachment A

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

   See Attachment A

Host International, Inc.

Directors

Laura Anna Babin **Director**

Primary Address: 6905 Rockledge Drive
Bethesda, MD 20817-1806 (USA)

Bernard Nathaniel Brown **Director**

Primary Address: 6905 Rockledge Drive
Bethesda, MD 20817-1806 (USA)

Charles Edward Powers **Director**

Primary Address: 6905 Rockledge Drive
Bethesda, MD 20817 (USA)

Officers

Laura Anna Babin **Secretary**

Primary Address: 6905 Rockledge Drive
Bethesda, MD 20817-1806 (USA)

Bernard Nathaniel Brown **Vice President**

Primary Address: 6905 Rockledge Drive
Bethesda, MD 20817-1806 (USA)

Elie Wajih Maalouf **President and Chief Executive Officer**

Primary Address: 6905 Rockledge Drive
Bethesda, Maryland 20817 (USA)

Charles Edward Powers **Vice President**

Primary Address: 6905 Rockledge Drive
Bethesda, MD 20817 (USA)

Mark Theodore Ratych **Treasurer**

Primary Address: 6905 Rockledge Drive
Bethesda, Maryland 20817-1806 (United States)

Sadye Calvene Sanders **Assistant Corporate Secretary**

Primary Address: 6905 Rockledge Drive
Bethesda, Maryland 20817 (USA)

Christopher Gordon Townsend **Vice President**

Primary Address: 6905 Rockledge Drive
Bethesda, Maryland 20817 (United States)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART I (cont'd)

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

Directly	**Indirectly**
HMS Host Corporation	**AGI**
	Autogrill Overseas
	Autogrill International S.P.A.
	Autogrill S.P.A.

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

_____

_____

_____

6. If the transaction is with a trust, provide the full legal name and address for each trustee and each beneficiary of the trust.

_____

_____

_____

7. The full legal name and business addresses* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

_____

_____

_____

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

1. Does your firm have a collective bargaining agreement with its employees?

X Yes ☐ No

2. Does your firm provide paid health care benefits for its employees?

X Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	**9**	**Males**	**9**	**Females**
Asian:	**1**	**Males**	**1**	**Females**
Black:	**171**	**Males**	**82**	**Females**
Native American:	**16**	**Males**	**2**	**Females**
Hispanics:	**146**	**Males**	**99**	**Females**
Alaskan Natives:	**16**	**Males**	**2**	**Females**

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**
** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

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

DATE	CONTRACT DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
1 May 1998	Min. Annual Guarantee $ 3,512,883. + Opportunity Fee	$ 4,927,379.20	40 %

Name of Dept. & Summary of Services Performed: HMS Host
Food & Beverage Sales at Miami International Airport

Litigation Arising out of Contract: N/A

(2)

_____	$_____	$_____	____%

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

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

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? **1981**

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? **No**
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5 OF THE MIAMI-DADE COUNTY CODE

I, being duly first sworn, hereby state that the Respondent for this contract:

X has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No._____ and the expiration date of _____.

☐ had annual gross revenues in excess of $5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

☐ has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

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

(Signature of Authorized Representative)

Title S.V.P. Business Dev.

Date 5/31/07

STATE OF: MARYLAND

COUNTY OF: MONTGOMERY

The above affidavits were acknowledged before me this 31st day of May, 2007,

by Steven L. Johnson,
(Authorized Representative)

of Host International, Inc.
(Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

Lois A. Sprinkle
(Print Name)

Notary Stamp or Seal:

LOIS A. SPRINKLE
My Commission
NOTARY
PUBLIC
Expires
12-01-2010
MONTGOMERY COUNTY, MD

Notary Commission Number: —

My Commission Expires: 12-01-10

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD REQUIREMENTS

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION
CONDITION OF AWARD REQUIREMENTS

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

- Single Execution Condition of Award Affidavits:

  Disability Nondiscrimination
  Family Leave
  Domestic Leave
  Currently Due Fees and Taxes
  Drug Free Work Place
  Current In County Obligations
  Code of Business Ethics

- Subcontractor/Supplier Listing

- Subcontracting Policies Statement
  (Also required, but no format (Insert page is provided))

- Proof of Authorization to do Business
  (Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the
  Florida Fictitious Name Statute per 865.09 F.S., if applicable.)
  (Also required, but no format (insert page is provided))

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE HMS Host First Amendment

PROJECT NUMBER _____

COUNTY OF DADE

STATE OF FLORIDA

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

That he/she is the duly authorized representative of

(Name of Entity)

Host International, Inc.

(Address of Entity)

6905 Rockledge Drive, Mail Stop 7-1, Bethesda, MD 20817

5 / 2- 1 / 2 / 4 / 2 / 3 / 3 / 4
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

X The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

X The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

X The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

CURRENTLY DUE FEES OR TAXES, PURSUANT TO SECTION 2-8.1 (c) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

X The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, including but not limited to real and property taxes, utility taxes and occupational licenses, or County issued parking tickets for vehicles registered in the name of the Entity.

DRUG FREE WORKPLACE PURSUANT TO SECTION 2-8.1.2 (b) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1.2(b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

X The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT PURSUANT TO SECTION 2-8.1(h) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

X The Entity affirms under oath that the Entity is current in its obligations to the County.

CODE OF BUSINESS ETHICS AFFIDAVIT PURSUANT TO SECTION 2-8.1(I) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

X The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

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

(Signature of Authorized Representative)

Title S.V.P. Business Dev.

Date 5/31/07

STATE OF: MARYLAND

COUNTY OF: MONTGOMERY

The above certifications/verifications were acknowledged before me this 31st day of May, 2007,

by Steven L. Johnson,
(Authorized Representative)

of Host International, Inc.,
(Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

Lois A. Sprinkle
(Print Name)

Notary Commission Number: —

My Commission Expires: 12-01-10

Notary Stamp or Seal:

LOIS A. SPRINKLE
My Commission
NOTARY
PUBLIC
Expires
12-01-2010
MONTGOMERY COUNTY, MD

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

Firm Name of Prime Entity/Respondent: HOST INTERNATIONAL, INC Project No.

Project Name: Food & Beverage Sales at Miami International Airport

Amount reflects annual MAG rent

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender	Race
Carrie Concessions, Inc. POB: 996697, Miami, FL 33299	Brenda Joyce Rivers	Food & Beverage Sales	23,893.40	Female	Black
Stinfil Enterprises, Inc. 6770 NW 109 Court Doral, FL 33178	Gustave Stinfil	Food & Beverage Sales	38,006.60	Male	Black
Master Concessionair LLC POB: 997180 Miami, FL 33299	Peter Amaro, Jr.	Food & Beverage Sales	1,323,669.60	Male	Hispanic
Café Espresso of Miami, Inc. c/o Valls Group 3663 SW 8th Street, PH Miami, FL 33135	Felipe A. Valls, Jr.	Food & Beverage Sales	28,783.50	Male	Hispanic
Host/Tinsley JV c/o Host International, Inc. MIA, CC:F 3rd Level Miami, CL 33122	George Tinsley, Sr.	Food & Beverage ACDBE Firm (Existing Joint Venture Contract with HOST)	Existing JV Contrat HOST	Male	Black

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SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

PROOF OF AUTHORIZATION TO DO BUSINESS

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

(Insert Here)

State of Florida

Department of State

I certify from the records of this office that HOST INTERNATIONAL, INC. is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on February 26, 1982.

The document number of this corporation is 852009.

I further certify that said corporation has paid all fees due this office through December 31, 2007, that its most recent annual report was filed on March 8, 2007, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventeenth day of May, 2007

Secretary of State

Authentication ID: 800102735578-051707-852009

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
www.sunbiz.org/auth.html

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