



## INDUSTRY DAY

FOR

REQUEST FOR QUALIFICATIONS (RFQ)

General Aeronautical Service Permits (GASP) to Commercial Aircraft Operators and Airlines

**UPDATED: April 1, 2024**

This Industry Day is an opportunity for interested parties to participate in a roundtable discussion that will assist in shaping the County's upcoming solicitation for General Aeronautical Service Permits (GASP) to Commercial Aircraft Operators for Miami-Dade County Aviation Department (MDAD). This event is an excellent opportunity for those engaged in the industry to get a good understanding of what the County needs and to offer comments and suggestions. The County is interested in exploring what would make things easier for firms to propose, what could work best for us, what we should avoid, and gaining a better understanding of what is required to ensure that the County is issuing a successful solicitation.

Date/Time:

April 8, 2024, 10:00AM (EST)

Location:

Miami International Airport  
2100 NW 42nd Ave  
Miami, FL 33142  
North Terminal, Concourse D, 4th Floor Auditorium

Also available via Zoom:

(link) <https://miamidade.zoom.us/j/6536598189?omn=84219356702>

Meeting ID: 653 659 8189

**Industry Day participants are encouraged to review the attached draft Solicitation document, which is subject to change, and provide feedback.**

**Solicitation Packet  
for  
Solicitation PM-EVN0000202**

**General Aeronautical Services Permits**

**Solicitation Designation: PUBLIC**

**MIAMI-DADE  
COUNTY**

**Miami-Dade County**

# Miami-Dade County

Table of Contents .....	1
EVN-0202_GASPs_RFQ_032624_MW.docx .....	2
Attachment_A_-_EVN-0202_GASPs_PIP_032624_MW.docx .....	19
Attachment_B_-_Employment_Conditions_Questionnaire.pdf .....	23
Attachment_C_-_Schedule_of_Participation_and_LOI.pdf .....	26
Attachment_D_-_EVN-0202_GASPs_Draft_Agmt_Permit_032624_MW.doc .....	29
Attachment_E_-_Lobbyist_Registration_Affidavit.pdf .....	78
Attachment_F_-_Contractor_Due_Diligence_Affidavit.pdf .....	80
Attachment_G_-_Entities_of_Foreign_Countries_Affidavit.pdf .....	81
Exhibit_1_-_Ticketing_Counter_Allocation_and_Use_Policy.pdf .....	82
Exhibit_2_-_Wheelchair_Guest_Services_Features.pdf .....	90
Attachment_of_Exhibits_to_Draft_Agreement.pdf .....	91

DRAFT

**This document is a draft of a planned solicitation and is subject to change without notice.**



**REQUEST FOR QUALIFICATIONS (RFQ)**

**EVENT No.: EVN0000202**

**EVENT TITLE: General Aeronautical Service Permits (GASP) to Commercial Aircraft Operators and Airlines**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

via Zoom

**ISSUED BY MIAMI-DADE COUNTY:**

Strategic Procurement Department  
for  
Miami-Dade Aviation Department

**MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:**

Marie Williams, CPPB, Procurement Contracting Officer 3  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-3248  
E-mail: marie.williams@miamidade.gov

**PROPOSALS DUE:**

Per Date and Time Specified in INFORMS.

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)**

**Electronic Proposal responses to this RFP are to be submitted through a secure mailbox at Integrated Financial Resources Management System (INFORMS) until the date and time as indicated in this document.** It is the sole responsibility of the Proposer to ensure its Proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a Proposal in response to a Miami-Dade County Solicitation via INFORMS. Electronic Proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. Proposers must allow sufficient time to complete online forms and upload all Proposal documents. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into INFORMS before the date and time of the INFORMS Solicitation End Date, or the system will **stop** the process and the submission will be considered late and will not be accepted. No part of a Proposal can be submitted via hardcopy, email, or fax. All expenses involved with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date. The County will only consider the latest version of the Proposal.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by **INFORMS** at <https://supplier.miamidade.gov>. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary via written addenda issued prior to the Proposal due date and time (see Mandatory Online Forms and Addendum Acknowledgement Section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

**If you submit your proposal and subsequently an Addendum is issued, failure to resubmit the proposal by clicking on the "Submit Proposal" button, after acknowledging Addenda or making any edits to your proposal in INFORMS, will result in your proposal not being received by the County.**

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Aviation Department, is soliciting Proposals for General Aeronautical Services to be provided to Commercial Aircraft Operators and Airlines. The County intends to enter into individual Permits with up to five (5) qualified Permittees for a full range of general aeronautical services to be provided to commercial aircraft operators and airlines operating at Miami International Airport (MIA) through contractual arrangements between the Permittees and the aircraft operators and air carriers, as further described in this Solicitation.

The County anticipates that the five (5) Permits issued as a result of this RFQ shall be as follows:

Group A (single Permittee) - 100% LDB set-aside is applicable to one (1) contract.

Group B (up to four Permittees) - 20% LDB Subcontractor Goal is applicable to four (4) contracts.

Separate awards will be recommended for each contract.

The Permits shall be for an initial five (5) year period with the Department authorized to extend the Permits for up to two (2) separate two (2) year extensions. The term shall start on the Effective Date of the Permit.

Preclusion: The Permittee may not subcontract any Services awarded under this Permit to any other Permittee awarded as a result of Solicitation RFQ ENV0000202.

Proposers may **only** propose for either Group A **or** Group B, **not both**. Proposing on Group A precludes the Proposer from proposing on Group B and vice versa. A Proposer, either as an individual Proposer or as a Joint Venture Proposer:

- Shall submit only one proposal which should clearly distinguish the sole Group they wish to respond to, and;
- Shall not propose to utilize a Proposer in Group A as a subcontractor (**see Attachment C**) when proposing for Group B, and;
- Shall not elect to perform as a subcontractor for a Proposer in Group B (**see Attachment C**) when proposing for Group A.

Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### The anticipated schedule for this Solicitation is as follows:

Pre-Proposal Conference: See Section 1.7 herein. Attendance is recommended but not mandatory.

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at 305 876-7793 or contact Natalie Pavlik at [ADAcoordinator@flymia.com](mailto:ADAcoordinator@flymia.com). TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Deadline for Receipt of Questions: Per Date and Time Specified in INFORMS.

Proposal Due Date: Per Date and Time Specified in INFORMS.

Evaluation Process: To be determined.

Projected Award Date: To be determined.

### 1.2 Definitions

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

1. The word "Airport" or acronym "MIA" shall mean Miami International Airport.
2. The words "Aviation Director" or "Director" shall mean the Director of the Miami-Dade County Aviation Department or his/her designee.
3. The word "Board" to mean Board of County Commissioners of Miami-Dade County.
4. The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.

5. The words "Competitive Selection Committee" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this Request for Qualifications (RFQ).
6. The word "County" or acronym "MDC" to mean Miami-Dade County, a political subdivision of the State of Florida.
7. The term "Days" shall mean calendar days, unless specifically stated as other.
8. The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Permittee to the County's Project Manager for review and approval pursuant to the term of the Agreement.
9. The word "Department" or acronym "MDAD" shall mean the Miami-Dade Aviation Department.
10. The terms "Local Developing Business" or "LDB" shall mean a business concern that is domiciled in the Local Area and that meets the County's LDB Revenue Limitations, and that is owned and controlled by one or more individuals.
11. The words "Effective Date" shall mean the date on which this Agreement is effective.
12. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
13. The acronym "PLB" shall mean passengers loading bridges.
14. The words "Permit" or "Agreement" or "Contract" shall mean a non-exclusive general aeronautical services agreement between the County and the awarded Proposer, including all of its terms and conditions, special and supplemental conditions, associated addenda, attachments, exhibits, and amendments, as a result of this Solicitation.
15. The word "Permittee" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
16. The words "Project Manager" or "County's Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
17. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
18. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
19. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Permittee.
20. The word "Solicitation" to mean this Request for Qualifications (RFQ) document and all associated addenda and attachments.
21. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Permittee, who contracts with the Permittee to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Permittee.
22. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Permittee in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

### **1.3 General Proposal Information**

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the County give preference to a Proposer based on the Proposer's social, ideological or political interests.

The County may, at its sole and absolute discretion, reject any and all or parts of any or all Proposals; accept parts of any and all Proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its Proposal. The County shall treat the Proposer's inclusion of exceptions, assumptions or alternate terms in the Proposal as requests to negotiate project elements, and the inclusion of same shall not result in the Proposal being deemed non-responsive. The County is not bound to accept any exceptions, assumptions or alternates during negotiations, and the County shall consider a Proposal submitted to be an offer to supply goods or services in strict compliance with the terms of this Solicitation. Exceptions, assumptions or alternates may be considered by the County during negotiations to the extent such exceptions, assumptions or alternates do not materially change any provision of the Solicitation. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

#### **1.4 Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

#### **1.5 Cone of Silence**

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

#### **1.6 Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Competitive Selection Committee Members or to the Competitive Selection Committee as a whole, **are expressly prohibited**. Any oral

communications with Competitive Selection Committee Members other than as provided in Section 2-11.1 of the Code, are prohibited.

### 1.7 **Pre-Proposal Conference**

It is highly recommended that Proposers attend the Pre-Proposal Conference to become familiar with any conditions which may, in any manner affect the services to be provided. Proposers are advised to carefully examine the requirements and specifications in this Solicitation, and to become thoroughly aware regarding all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. The Pre-Proposal Conference has been scheduled as follows:

**Pre-Proposal Conference will be held on TBD, 2024 at TBD (Eastern Standard/Daylight Time) via Zoom Webinar.** To join the Zoom Webinar, please visit <https://miamidade.zoom.us/> and join Webinar Meeting ID: 6536598189.

Members of the public are not required to enter their name to join the webinar if they do not wish to do so. Members may identify themselves as "Public Attendee."

Members of the public will be permitted to pose questions at the end of the Pre-Proposal Conference. In order to do so, attendees must use the "Raise Your Hand" functionality in Zoom by clicking on the three dots located in the lower right corner of the Zoom window and then select "Raise Your Hand."

- Zoom Room will open at TBD a.m./p.m. to admit participants
- Host: Procurement Officer Marie Williams
- Zoom Host Username: [marie.williams@miamidade.gov](mailto:marie.williams@miamidade.gov)
- ADA Contact: <https://zoom.us/accessibility> and Marie Williams: [marie.williams@miamidade.gov](mailto:marie.williams@miamidade.gov)
- Link to Download Zoom: <https://zoom.us/download>

Proposers are requested to have access to and/or a copy of the Solicitation on hand during the Pre-Bid Conference. The Cone of Silence does not apply to this meeting, allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Proposers to attend the Pre-Proposal Conference.

### 1.8 **Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### 1.9 **Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### 1.10 **Collusion**

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a

direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

### 1.11 **Contract Measures/Local Developing Business (LDB) Program Requirements:**

This Solicitation includes contract measures for Miami-Dade County Certified Local Developing Businesses (LDB) pursuant to Sections of the Code as follows:

#### **Set-aside (Group A):**

LDB set-aside is applicable to one (1) contract. **Proposers must submit an executed Attachment C - Schedule of Participation and Letter of Intent at the time of proposal acknowledging the project LDB Measure.**

#### **Subcontractor Goal (Group B):**

20% LDB subcontractor goal is applicable to four (4) contracts. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified LDBs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality, quantity, and type of opportunities in the contract and LDBs are available to afford effective competition in providing a percentage of these identified services. **Proposers must submit an executed Attachment C - Schedule of Participation and Letter of Intent at the time of proposal acknowledging the project LDB Measure. A Letter of Intent must be completed by each LDB subcontractor who will be working on the project.** The successful Proposer will be required to submit to the Department's Small Business Development (SBD), Monthly Utilization Reports reflecting LDB revenue and the Monthly Activity Report, if applicable, commencing (30) days after beneficial occupancy and monthly thereafter, on or before the 10<sup>th</sup> of every month.

The participating LDB firm(s) or joint venture(s) must have a valid Miami-Dade County LDB certification at the time of bid submittal, bid award, and throughout the duration of the contract, as well as meet all other requirements. Additional information regarding Miami-Dade County's LDB Program, including new amendments to the Program, is available on the SBD's website <http://www.miamidade.gov/smallbusiness/>

The County has established a LDB overall goal of twenty percent (20%) for certified LDBs, in connection with this Request for Qualifications. All Proposers are required to comply with the LDB requirements.

### 1.12 **Purpose Driven Procurement Practices**

The County is committed to responsible stewardship of resources. To the extent allowed by law, the County will continue to explore and pursue purpose driven procurement, development and business practices that: (a) are environmentally friendly; (b) foster and integrate local community benefits including, opportunities for local and small business participation, internships, job fairs, mentorship, vocational and technical training; (c) support safe and fair labor practices and ethical behavior, and (d) maximize fiscally responsible "high value, high impact" actions.

## **2.0 SCOPE OF SERVICES**

### 2.1 **INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) SAFETY AUDIT FOR GROUND OPERATIONS (ISAGO)**

As a condition of award, Proposer must provide evidence in its submittal that it is currently designated or has applied for the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation.

- (A) Proposers in the process of obtaining the ISAGO designation shall provide a letter from IATA to evidence that it is currently undergoing the ISAGO designation audit process, specifying the stage of the audit process for the referenced designation. The Permittee must obtain the ISAGO designation for MIA within twelve (12) months of award. Failure to obtain the ISAGO designation within the twelve-month period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the twelve-month period for good cause shown.
- (B) Proposers that currently possess the ISAGO designation in another airport, but not at MIA, must obtain the ISAGO designation at MIA within six (6) months of award. Failure to obtain the ISAGO designation for MIA within the six-month

period shall entitle MDAD in its sole discretion to (i) revoke the Permit, (ii) suspend the Permit until the designation is obtained, or (iii) extend the six-month period for good cause shown.

## 2.2 SCOPE OF SERVICES

2.2.1 The scope of services is as follows:

- (A) **Required Services:** The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services, subject to the limitations and conditions contained herein, at any location on the Airport.
1. Ticket Counter and Operations Services - Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment (CUTE) Contract L-10047 and abide by the Department's Ticket Counter Allocation Policy (Exhibit 1). The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.
  2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the Americans with Disabilities Act (ADA) and the Air Carriers Act.
  3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, use of passengers loading bridges (PLBs), cargo, baggage, and mail to and from aircraft at the terminal building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the Airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of Airport loading and unloading positions. Permittee must have its own General Service Equipment (GSE), (pay movers, baggage tugs, stair truck, tow bars, carts, dollies, belt loader, cargo loaders, etc.), for the schedules and number of aircraft that they are contracted to handle. The Permittee must provide new or like new wheelchairs.
  4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the Airport terminal building, concourses, gates and the MIA Rental Car Center. Wheelchairs, including wide and aisle wheelchairs, must be available upon request. It is the preference of the County that wheelchair have docking station/corralling space saving and storage capabilities (refer to Exhibit 2). Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.
  5. Dispatching and Communications Services – Each Permittee must be able to provide its own ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights and weight and balance for aircraft.
  6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.
- (B) **Support Services:** The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning services include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.
2. Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.
3. Providing security services to include, but not limited to, positive bag check in the baggage claim areas.
4. Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under the services offered hereunder. This prohibition does not apply to services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

### (C) Personnel

1. General Manager: The Permittee shall hire and assign a full-time General Manager to be present in the Airport during normal working hours of 8AM to 5PM and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.
2. The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges.

**(D) Equipment Requirements:** The Permittee must be able to provide the required amount of ground equipment to handle the contracts they obtain. All equipment must be in good working condition in accordance with the requirements set forth in Miami-Dade County Code, Chapter 25, and be suitable for the services required in the Permit.

**(E) Amendment of Permittee Obligations:** In recognition that the nature of the aviation industry is rapidly changing and that new technology and operating methods and practices may evolve during the term of the Permit, the Department may, in writing, amend the description of required and support services contained in Subsection (A) and (B) above, and authorize and require additional aeronautical services not contemplated or known as of the date of this Solicitation.

#### 2.2.2 FAA Aircraft Dispatcher Certifications:

The Permittee is required to provide the Miami-Dade Aviation Department on a continuous basis (throughout the term of the Permit), copies of all required FAA Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services.

NOTE: Except as otherwise prohibited in the Permit, Subcontractors are allowed.

## 2.3 PAYMENTS TO THE COUNTY

As part of the consideration for the Permit, the Permittee, as consideration for the rights and privileges granted the Permittee, shall on a monthly basis report and pay the County the amount of seven percent (7%) of its monthly Gross Revenues, as defined in Article 3.06 of Attachment D.

## 2.4 EMPLOYMENT CONDITIONS

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants and believes permittee employment conditions directly impact employee satisfaction and thus customer service. Accordingly, it is the County's desire that the Permittee provides employment conditions for its employees at the Airport beyond the minimums provided for in state or federal law, although nothing herein shall require permittees to proffer employment conditions in excess of those provided for in state or federal law. To the extent that a permittee voluntarily proffers to provide employment conditions beyond the statutory minimums, those proffered conditions shall be incorporated into the Permittee's permit, as such proffer is a material and voluntary inducement to the County entering into such contract. After award of the Permit, in the event Permittee materially reduces or diminishes the employment conditions from those described in its proposal, the County's share of Permittees' Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period that such reduction or diminishment is effective, except where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement. Nothing in this section requires the proposer to offer employee benefits in excess of the minimums provided in state or federal law. Nothing in any permit issued to the Permittee shall mandate the provision of employee benefits in excess of state or federal law. After award, the Permittee's determination to provide the benefits proffered in its proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

## 2.5 TRANSITION PERIOD

It is in the County's best interests to ensure that MIA's operations are not interrupted or hindered by changes in its workforce every time an airline changes its service contractor, or when a service contractor contracts out work to a subcontractor, changes subcontractors, or in-houses previously subcontracted work. The hiring process for the transition period shall be in the following order as further described below:

### 2.5.1 Right of First Refusal of Employment

The Permittee and its subcontractors shall, except as otherwise provided herein, in good faith offer employees employed under the predecessor Permit whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified; **thereafter**,

### 2.5.2 Worker Retention

Establishing a **worker retention requirement** in this solicitation enables a transition period where employers are able to retain the existing workforce, making it less likely for the Airport to suffer a decrease in the quality of services or experience service disruptions due to losing experienced workers.

The Permittees shall extend written offers of employment to the employees of the immediately preceding Permittee or its Subcontractor at the Airport and retain such employees for a period of forty-five (45) calendar days unless the Permittee determines and demonstrates to the County that such employees are unnecessary for the provision of services. If the Permittees determine that one or more additional employees are needed for the provision of Services during the initial forty-five (45) day period, then it must first offer employment, in writing, to any qualified employees of the immediately preceding Permittee. Employees may be terminated for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Permittees or as required by state or federal law. Permittees shall additionally require their Subcontractors to adhere to the same requirements when the Permittee subcontracts work it had previously performed through its own employees, and when the Permittee changes Subcontractors.

Within 45 calendar days of the expiration of the Contract, the Permittees shall provide a list of its employees and employees of each of their Subcontractors and their contact information, date of hire, and hours worked per week to the County. The Permittee shall include the foregoing language in its contracts with any Subcontractors. The County may request from the Permittees the aforementioned executed documents from the Proposer to determine compliance with the requirements of this paragraph. In

the event of any failure by Permittees to comply with this worker retention requirement, the County shall provide written notice of such noncompliance. If the Selected Permittees does not achieve compliance with this provision within thirty (30) calendar days following the County's written notice, then written notice of termination may be provided by the County. The provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability.

## 2.6 REQUIRED TRAINING

The Permittee shall incorporate an ongoing program related to recruitment, selection, promotion and training of Permittee staff. Training should include customer service, sensitivity training, and quality control. Permittee will be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the **Miami Begins with Me Customer Service Champion Program**, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at [npineda@mdc.edu](mailto:npineda@mdc.edu)) which is paid for by MDAD.

In addition to any other employee training required under applicable Federal or State law or regulations, all Permittees shall provide a 16 hour safety training to all of their employees providing services. The initial training shall be completed within sixty (60) calendar days of hire for new employees. Employees who are already providing services on the Effective Date shall complete the required training within sixty (60) calendar days of the Effective Date of Permit award. Following the initial training, each employee shall be provided annually with an eight (8) hour refresher training. Such trainings shall be provided by the Permittee at no expense to the employee. All employees shall be compensated by the Permittee at their regular hourly rate for the time spent participating in the trainings. The trainings shall cover, without limitation, the following subjects:

### A. Heat stress

1. Blood borne pathogens
2. Infectious disease
3. Proper handling of dangerous goods and hazardous materials
4. Ergonomics
5. Hearing conservation
6. Assisting persons with disabilities (ADA) and the Disabled Access and Functional Needs (DAFN) population.
7. Employees who use equipment or vehicles must be trained and certified, if available, by the Permittee in the operation of every piece of equipment they will use or vehicle they will ride in or operate.
8. Emergency situations and response procedures; appropriate prevention and response methods to emergencies including fire, chemical spills, terrorist threats, workplace violence, medical emergencies, biohazards, and natural disasters, including evacuation and disaster recovery;
9. Developing observation, detection, customer service and reporting skills that can help detect, prevent and respond to incidents;

### B. Trainings must satisfy the following criteria:

1. Provided by an MDAD-Approved Safety Training Provider at no expense to the employee.
2. A course that is effective and interactive. The terms "effective and interactive" shall mean:
  - a. A combination of in-person classroom instruction and,
  - b. Delivery in a setting removed from the employee's daily duties
3. Use of audio, video or computer technology to complement and support classroom instruction and to supplement training.
4. Composed of both didactic and practical applications, including hands-on, experiential learning that allow employees to practice skills learned such as providing assistance to passengers with disabilities, lifting heavy objects.
5. Completed in manageable increments that support learning (A summative assessment component is recommended followed by evaluation surveys of the instructors or learning program).
6. Conducted in a manner that fosters a full understanding of the content and intent of the curriculum.
7. Provided training materials for employees shall be appropriate in content and vocabulary to the language, educational level and literacy level of the employees receiving the training.
8. Trainings must be reviewed and approved by the Joint Labor Management Workplace Safety Committee (See Section 2.7.D herein).

### C. Requirements for Safety Training Providers

- Permittee should identify trained personnel or training providers with the following qualifications (qualifications may be satisfied by utilizing more than one provider or instructor):
  1. At least 3 years of demonstrated experience in providing experiential health and safety training for service workers.
  2. At least 5 years of demonstrated experience in providing adult workplace educational instruction, which includes:
  3. Cultural competence and fluency in the language or languages that the relevant employees understand.
  4. Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP).
- In order to be approved by MDAD, the Permittee shall submit a copy of the proposed curriculum(la) to MDAD. The curriculum(la) shall be in a form prescribed by MDAD and shall include, but not be limited to:
  1. A chronological listing of topics, including the date, time and number of hours allotted to each topic; and
  2. The names of the safety training instructor(s) and the type of instructor certification(s) held, and provide MDAD with resumes demonstrating the Permittee's supervisory personnel meets the Occupational Safety and Health Administration (OSHA) "Requirements for Safety Training Providers".
  3. Indicate which instructors are instructing which modules.

When/if MDAD makes the determination that the training has satisfied all criteria, MDAD shall provide written approval, in a standard form to be developed by MDAD, indicating that training may commence.

- Permittee shall submit the following information as proof of compliance to MDAD on the fifteenth (15th) day of every third calendar month:
  1. A list of all employees, indicating which of those employees were hired during the previously completed three (3) calendar months;
  2. A list of all employees that received a certificate of completion for an approved forty (16) hour safety training during the previously completed (3) calendar months;
  3. A list of all employees that received a certificate of completion for an approved eight (8) hour safety refresher training during the previously completed (3) calendar months.
  4. Records must include the employee's name, job function, date the employee began working at MIA, date employee is no longer at MIA, and the date, hours, method of delivery and subject of each training class.
  5. Training reports with all of the above data must be submitted to MDAD in electronic format.
  6. Training records must be retained for three (3) years and are subject to audit by MDAD.

## 2.7 JOINT LABOR MANAGEMENT WORKPLACE SAFETY COMMITTEE

Nothing in this section shall be deemed to diminish the rights, privileges, or remedies of any employee under any collective bargaining agreement.

### 2.7.1 Expectations of Established Committee

The County desires that employees of the Permittee are aligned with the Airport's mission of providing best in class customer service to its passengers and tenants, and believes that mechanisms for addressing on-site safety concerns leads to more satisfied employees and better customer service. It is thus the County's desire that the Permittee should allow employees to establish and administer a Joint Labor-Management Workplace Safety Committee preferably as follows:

Each workplace safety committee should ideally be composed of employee and employer designees, provided at least two-thirds (2/3) are non-supervisory employees. Permittee employee members of the committee should be selected by, and from among, non-supervisory employees. Committees should be co-chaired by a representative of the employer and non-supervisory employees. Where there is a collective bargaining agreement in place, the collective bargaining representative should be responsible for the selection of employees to serve as members of the committee. Committees representing geographically distinct worksites may also be formed as necessary.

No Permittee should interfere with the selection of employees who should serve on such committee or who serve as the workplace safety designee or with such employees' performance of the duties authorized under this section.

Each workplace safety committee and workplace safety designee of the Permittee should be authorized to perform the following tasks, including but not limited to:

- (a) Raise health and safety concerns, hazards, complaints and violations to the employer to which the employer must respond.
- (b) Review any policy put in place in the workplace required by any provision of this chapter or any provision of the workers' compensation law and provide feedback to such policy in a manner consistent with any provision of law.
- (c) Review the adoption of any policy in the workplace in response to any health or safety law, ordinance, rule, regulation, executive order, or other related directive.
- (d) Participate in any site visit by any governmental entity responsible for enforcing safety and health standards in a manner consistent with any provision of law.
- (e) Review any report filed by the employer related to the health and safety of the workplace in a manner consistent with any provision of law.
- (f) Regularly schedule a meeting during work hours at least once a quarter. Employers should permit safety committee designees to attend a training, without suffering a loss of pay, on the function of worker safety committees, rights established under this section, and an introduction to occupational safety and health.

Any employee who participates in the activities or establishment of a workplace safety committee should not be subject to retaliation, including, but not limited to, discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer, his or her agent, or any other person for any actions taken pursuant to their participation.

Proposers are not required to have a safety committee that complies with this Section, and may proffer alternate safety forums for consideration by the Selection Committee.

### **2.7.2 Changes in Established Committee**

At any time during the term of the Agreement and any extensions of such term if, in MDAD's opinion, the Proposer material alters reduces or diminishes employee involvement in the safety committee as proffered in the Proposal, the County's share of Permittee's Gross Revenues shall be increased from 7% to 12% of the Gross Revenues earned during the period of such reduction or diminishment is effective, except where involvement is changed pursuant to the enactment or revision of a collective bargaining agreement.

Nothing in this section requires the proposer to offer a safety committee, or a safety committee consistent with the County's desires. Nothing in any permit issued to the successful proposer shall mandate the existence of a safety committee, and the Permittee determination to provide the benefits proffered in its proposal in exchange for the County claiming 7% of its gross revenues, or providing lesser benefits in exchange for the County claiming 12% of its gross revenues shall be at the Permittee's sole discretion and commercial judgment.

## **2.8. INCREASE OF COUNTY SHARE OF GROSS REVENUES**

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the customer service they are provided at the Airport, including by Permittees. Better customer service leads to more customers and therefore greater revenues for the County. Where Permittee makes choices with respect to its employees which the County believes will result in worse customer service, and thus, lower ultimate revenues for the County, the County desires as a commercial matter a greater share of Permittee's Gross Revenues to offset this potential revenue loss. In the event that, following award of a permit, and due to the choices of Permittee to diminish or change employment conditions or any safety committee, the County shall thus be entitled to a greater share of 12% of Gross Revenues as described in sections 2.4 and 2.7.2 above.

### 3.0 RESPONSE REQUIREMENTS

#### 3.1 Submittal Requirements

In response to this Solicitation, Proposer should complete and return the entire **Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described. Nothing in this RFQ shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor or give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

Group A and Group B Proposal Submission Package shall include, but not be limited to:

- Proposer Information (Attachment A)
- Employment Conditions Questionnaire (Attachment B)
- Schedule of Participation and Letter of Intent (Attachment C)
- ISAGO designation certificate or proof of application
- FAA Aircraft Dispatcher certifications
- Proposer Submittal Form (web-fillable)
- Subcontracting Form (web-fillable)
- Common Carrier or Contracted Carrier Attestation Form (Exhibit M)
- Lobbyist Registration Affidavit (*for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions*) (Attachment E)
- Contractor Due Diligence Affidavit (Attachment F)
- Entities of Foreign Countries of Concern Prohibited Affidavit (Attachment G)

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate proposals are not requested or desired.

Proposers are encouraged to access the links below to assist with submission of responses to the Solicitation:

#### **Recorded eSupplier Workshop**

[https://www.miamidade.gov/global/news-item.page?Mduid\\_news=news1652724628268780](https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780)

Password: q37%t+pG

#### **Submit a Bid Job Aid**

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

### 4.0 EVALUATION PROCESS

#### 4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

#### 4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Competitive Selection Committee Member.

The Competitive Selection Committee will evaluate and rank proposals in each Group in the following order:

1. Group A
2. Group B

<b>GROUP A ONLY TECHNICAL EVALUATION</b>	
<b>TECHNICAL CRITERIA</b>	<b>POINTS</b>
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200
Proposer's Safety Committee, Employment Conditions and Wages	450
<b>TOTAL TECHNICAL POINTS</b>	<b>1000</b>

<b>GROUP B ONLY TECHNICAL EVALUATION</b>	
<b>TECHNICAL CRITERIA</b>	<b>POINTS</b>
Proposer's Relevant Experience, Qualifications, and Past Performance, and Experience of Similar Types of Projects	200
Relevant Experience and Qualifications of Key Personnel, Including Subcontractors and Respective Key Personnel, that will be Assigned to the Projects	150
Proposer's Methodology and Approach to Providing the Services Requested in this Solicitation	200
Proposer's Safety Committee, Employment Conditions and Wages	400
Small and local business utilization	50
<b>TOTAL TECHNICAL POINTS</b>	<b>1000</b>

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee.

Additionally, pursuant to County Resolution No. [R-62-22](#), the Competitive Selection Committee shall be provided with all reports and findings (collectively "Reports") of the Miami-Dade Office of the Inspector General (OIG) and/or the Miami-Dade County Commission on Ethics and Public Trust (COE) regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Competitive Selection Committee to consider if such Reports would change the rankings. If the Competitive Selection Committee determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in

the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

#### **4.3 Oral Presentations**

Upon evaluation of the criteria indicated above (Technical), rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See "Lobbyist Registration Affidavit" regarding registering speakers in the proposal for an oral presentation and/or recorded negotiation meeting or sessions). Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### **4.4 Selection Factor**

This Solicitation does not include a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's).

#### **4.5 Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to Proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's Proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of Proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

#### **4.6 Price Evaluation**

Not applicable; refer to Section 2.3 herein.

#### **4.7 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Code, which, **except where contrary to federal or state law, or any other funding source requirements**, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### **4.8 Negotiations**

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, through the approval of the Competitive Selection Committee Coordinator Report which will be shared through electronic means with all Proposers. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer(s), by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer(s) recommended by the Competitive Selection Committee pursuant to the Local Preference Section above, if any, **and/or** may request a better offer. In any event the County engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all Proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in

negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: <https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>.

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Information concerning any existing or prior notices of violation from any government entity and outcome, or litigation between the firm and any government entity and disposition, related to: (1) employee benefits, (2) occupational safety, (3) employee scheduling or breaktime, (4) labor organizing or relations; and (b) conduct its own due diligence related to the contractor with respect to such matters within the last three (3) years.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three (3) years.
- c) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- d) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

#### **4.9 Contract Award**

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer(s) whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final. In addition, in the event a protest is received for any of the Groups, the County will move forward with awarding the Proposer(s) in the Group(s) that are not protested.

#### **4.10 Written Objections to Selection Committee Ranking/Scoring and Rights of Protest**

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21. Any question, issue, objection or disagreement concerning the rankings, scoring or recommendations of the Competitive Selection Committee shall be deemed waived by the protestor and shall be rejected as a basis of a bid protest, unless it is brought by the Proposer to the attention of the Procurement Contracting Officer. Proposers must notify the Procurement Contracting Officer in writing with a copy to the Clerk of the Board within five (5) work days of receipt of notification of the Competitive Selection Committee Coordinator Report referenced in Section 4.8 above. The written objection shall state with particularity the basis of the objection and with sufficient information to allow the County's procurement professionals to consider, evaluate and address the issues raised in the objection promptly.

### **5.0 TERMS AND CONDITIONS**

The County's **Draft Form of Agreement** (Attachment D) is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

#### **a) Supplier/Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County **Supplier/Vendor** Registration Package. For online Supplier/Vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

#### **b) Insurance Requirements**

The Permittee shall furnish to the County, Strategic Procurement Department, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements. Refer to Article 10 of Attachment D.

**c) Inspector General Reviews**

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Permittee, if applicable. Refer to Article 3.15 of Attachment D.

**d) Payment Security**

The Permittee shall also provide within thirty (30) Days of the Effective Date of this Agreement, an irrevocable standby letter of credit or other form of security in the format approved by the Department for the required payments equal to \$70,000.00, adjustable annually to equal 25% of the total payments made in the previous year by the Permittee to the County. Refer to Article 3.08 of Attachment D.

**e) Minimum Pay**

Permittee shall ensure that wages paid to all employees providing services throughout the term of this contract shall be at a minimum pay rate equal to or greater than the current Miami-Dade Living Wage (Notice can be obtained via the following link: <https://www.miamidade.gov/global/business/smallbusiness/living-wage.page>.) or other regulated wage provision (i.e. union, maintenance, or responsible wages), whichever is higher.

**6.0 ATTACHMENTS****6.1 Attachments:**

Attachment A – Proposer Information

Attachment B – Employment Conditions Questionnaire

Attachment C – Schedule of Participation and Letter of Intent

Attachment D – Draft Form of Agreement (Non-Exclusive General Aeronautical Services Permit) with Attachments (Exhibit A – M)

Attachment E - Lobbyist Registration Affidavit (*for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions*)

Attachment F - Contractor Due Diligence Affidavit

Attachment G - Entities of Foreign Countries of Concern Prohibited Affidavit

**6.2 Exhibit:**

Exhibit 1 - Ticketing Counter Allocation and Use Policy

Exhibit 2 - Wheelchair Guest Services Features

**6.3 Web Forms:**

Proposer Submittal Form

Subcontracting Form

**ATTACHMENT A - PROPOSER INFORMATION**

Nothing in this Solicitation shall in any way be utilized to request documentation relating to or authorizing consideration of a proposer's social, political, or ideological interests when determining if the proposer is a responsible vendor or give a preference to a proposer based on the proposer's social, political, or ideological interests.

**PROPOSER'S RELEVANT EXPERIENCE, QUALIFICATIONS, AND PAST PERFORMANCE, AND EXPERIENCE OF SIMILAR TYPE PROJECTS (Group A and Group B)**

1. The County prefers that the Proposer or the Proposer's proposed Subcontractor have performed at least three (3) of the six (6) required services listed in Section 2.2.1.A, for at least three (3) of the last five (5) years at a Category X airport as defined by the FAA within the United States. Examples of Category X large hub airports are MIA, LAX, JFK, ORD, SFO, and ATL. Provide a detailed summary of the Proposer(s) similar experience and if not, how the Proposer(s) may still provide a benefit to the County.
2. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.
3. Proposer shall state if within the past five (5) years, a government or private entity or individual has terminated a contract prior to completion of a project? If so, please provide details of the circumstance and the principal contact information.
4. Proposer shall state whether the company operates as a subsidiary of another company. If the Proposer is operating as a subsidiary of another company, then include the parent company's financial information, to include audited financial statements for the last three (3) years. If so, describe the company's financial relationships and responsibilities with regard to parent, subsidiary, partnership agreement, joint venture, or other related format or affiliation.
5. Provide a detailed description of three (3) comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years for separate clients. In lieu of the comparable contracts from the Proposer, the County will consider the contractual experience from Proposer's proposed Subcontractor or proposed key personnel, in accordance with Resolution No. 1122-21. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
6. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Include specific information regarding prior experience in providing these types of Services at major airports comparable in size and complexity to the Miami International Airport. Detail consecutive years of services and provide an explanation of any breaks in a management engagement.
7. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates

covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

**RELEVANT EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL, INCLUDING SUBCONTRACTORS AND RESPECTIVE KEY PERSONNEL, THAT WILL BE ASSIGNED TO THE PROJECTS (Group A and Group B)**

8. Identify the personnel to be assigned to this project per Section 2.2.1(C)1. The Proposer should provide:
  - a. A description of the lead individual's experience, training and education, including lead individual's experience working with governmental entities, and list those entities' projects.
  - b. Provide documentation, such as resume, certificates and other credentials that demonstrates their ability to do the work.
9. Identify all key personnel. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services for the Proposer.
10. Identify Subcontractors, if any. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
11. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel (except lead individual provided above), including those of subcontractors, who will be assigned to this project. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts (including, but not limited to, general financial consulting, strategic planning, fiscal policy formulation, economic analysis, etc.), that qualifies the key personnel to perform the services as specified in Section 2 of this solicitation. Provide resumes, if available, with job descriptions including any key personnel of subcontractors who will be assigned to this contract.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

**PROPOSER'S METHODOLOGY AND APPROACH TO PROVIDING THE SERVICES REQUESTED IN THE SOLICITATION (Group A and Group B)**

12. In accordance with Scope of Services Section 2.2.1(A)6 Meteorological Navigation Services, Proposer must provide evidence in its submittal of its capacity to perform meteorological, navigation, and dispatching services as a required service of this RFQ and should have performed such services as a Contractor or as a subcontractor to a Contractor for at least three (3) of the last five (5) years at a Category X airport as defined by the FAA within the United States. Employees performing meteorological, navigation, and dispatching services are required to hold an FAA Aircraft Dispatcher Certificate. A copy of this certificate shall be submitted with the Proposal for each employee expected to perform this work.
13. Proposer must provide evidence in its submittal that it is currently designated or has applied for the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation per Scope of Services Section 2.1.

14. Describe the approach the Proposer will implement to meet or exceed its established required services as described in Scope of Services Section 2.2.1(A).
15. Describe the approach the Proposer will implement to meet or exceed its established support services as described in Scope of Services Section 2.2.1(B).
16. Describe Proposer's approach to providing the transition requirements as described in Scope of Services Section 2.5.
17. Describe Proposer's approach to providing the employee the right of first refusal of employment as well as incentive for retainage as described in Scope of Services Section 2.5.
18. Describe what innovative technology (ies), if any, will be utilized in the provision of services under this contract to minimize environmental impacts.
19. Describe Proposer's approach to providing the training requirements as described in Scope of Services Section 2.6 including:
  - a. Description of the Safety Training to be offered and the contact information of the Approved Safety and Training Provider and certified trainers.
  - b. List of qualifications for training providers/personnel
  - c. List of courses/training to be offered and frequency of courses.
  - d. List of materials to be provided in the trainings
  - e. Sample curriculum of the training course

#### **PROPOSER'S SAFETY COMMITTEE (Group A and Group B)**

20. Describe in detail, the Proposer's proposed workplace safety committee per Scope of Services Section 2.7.

#### **PROPOSER'S EMPLOYMENT CONDITIONS (Group A and Group B)**

21. Describe in detail, the Proposer's proposed employment conditions that will exceed the minimums provided for in state or federal law, per Scope of Services Section 2.4. Proposer and the Proposer's proposed Subcontractor shall each complete and submit Attachment B - Employment Conditions Questionnaire.
22. Describe Proposer's criteria in support of safe work practices to include details on providing safe and accessible working conditions to all employees assigned to the resultant contract.

#### **PROPOSER'S WAGES (Group A and Group B)**

23. Provide the wages that will be paid to its employees performing Services on the resultant contract as detailed in Proposer's Attachment B - Employment Conditions Questionnaire. .
24. Provide the percentage of employees that the Proposer intends will perform on this Contract that will be Full-time (eligible for benefits) and Part-time.

#### **SMALL AND LOCAL BUSINESS UTILIZATION (Group B Only)**

25. Describe Proposer's plan to provide equal access to small, local, diverse, and disadvantaged business to increase participation in sourcing goods and services for the resultant contract. Proposers shall describe its direct efforts to

develop subcontracting diversity initiatives to increase participation in contracting opportunities required to exceed the minimum goal in accordance with Section 1.11, Contract Measures.

26. Describe Proposer's plan to provide job placement and training opportunities to the County's residents on the resultant contract.

**EXCEPTIONS (Group A and Group B)**

27. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s). Only those exceptions identified herein will be considered by the County. Exceptions not specifically delineated will not be accepted from any Proposer(s) that may be invited to participate in Negotiations as outlined in Section 4.8 of the Solicitation.

DRAFT

Attachment B - Employment Conditions Questionnaire.

Instructions: Answer these questions as they apply to hourly/ non-exempt employees of the Proposer or any of its Subcontractors.

**(a) Wages**

For every hourly/ non-exempt employees job classification the Proposer intends to employ at the Airport, please indicate the number of employees in that classification; the starting wage, highest wage and median wage; percentage of employees employed 30 hours per week or more; any scheduled pay increases for the next year, and whether they are annually recurring; and the number of employees with over one year of seniority:

Job title	# of employees	Starting wage	Highest wage	Median wage	% employed 30 hours/week or more	Scheduled pay increase(s) for FY 2024?	Will Proposer provide this increase every year of the GASP?	# employees with 1 year+ seniority
							<input type="checkbox"/> yes <input type="checkbox"/> no	
							<input type="checkbox"/> yes <input type="checkbox"/> no	
							<input type="checkbox"/> yes <input type="checkbox"/> no	
							<input type="checkbox"/> yes <input type="checkbox"/> no	
							<input type="checkbox"/> yes <input type="checkbox"/> no	
							<input type="checkbox"/> yes <input type="checkbox"/> no	
							<input type="checkbox"/> yes <input type="checkbox"/> no	
							<input type="checkbox"/> yes <input type="checkbox"/> no	
							<input type="checkbox"/> yes <input type="checkbox"/> no	

Will the Proposer commit to paying wages and providing annual wage increases at least as high as what is required by the Living Wage Ordinance? NOTE: At the time of this solicitation, the current Miami-Dade Living Wages are \$16.51 per hour with qualifying health benefits valued at least \$3.83 per hour, otherwise \$20.34 per hour. Access the following link for additional information: <https://www.miamidade.gov/global/business/smallbusiness/living-wage.page>.)  yes  no

Does Proposer offer longevity bonuses? If so, how much? How many employees receive this bonus?

**(b) Health & Retirement Benefits**

Does Proposer provide health insurance to employees?  yes  no

Does the Proposer's health insurance require premium sharing by the employee?  yes  no

If yes, what is the monthly premium for single coverage? \_\_\_\_\_

What is the annual deductible? \_\_\_\_\_

What is the co-payment for a primary care visit? \_\_\_\_\_

How many employees receive health insurance? \_\_\_\_\_

What rate does Proposer pay for health insurance per employee?

Does Proposer provide a retirement benefit to employees?  yes  no

What form of benefit? E.g., 401k, etc. \_\_\_\_\_

How many employees receive this benefit? \_\_\_\_\_

Proposer's contribution, if any, to retirement program: \_\_\_\_\_

### **(c) Paid Leave**

Does Proposer provide paid sick days?  yes  no

Sick days per year: \_\_\_\_\_

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): \_\_\_\_\_

Does Proposer provide paid vacation days?  yes  no

Vacation days per year: \_\_\_\_\_

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): \_\_\_\_\_

If Proposer provides one pool of leave time for both sick and vacation leave, (Paid Time Off – PTO), rather than separate pools, please indicate number of combined leave days: \_\_\_\_\_

If applicable, please explain accrual method, (for example, 1 hour per 40 hours): \_\_\_\_\_

### **(d) Fringe Benefits**

Does Proposer provide employees with a uniform allowance:  yes  no

Value of uniform allowance: \$\_\_\_\_\_ per \_\_\_\_\_ month/year/etc.

Is the uniform allowance provided to all employees?  yes  no If not, please explain:

Does Proposer provide any other economic benefits?:

- Paid parking  yes  no
- Flight benefits  yes  no
- Other, please explain below:

**(e) Breaks**

Does Proposer provide employees a paid meal break?  yes  no

Does Proposer provide a break area for employees?  yes  no

**(f) Health and Safety Protections**

Within the last ten years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?  yes  no

What is your firm's experience modification rate? \_\_\_\_\_

Does Proposer meet all applicable federal Occupational Safety and Health standards?  yes  no

**(g) Collective Bargaining Agreement & Labor Peace**

Does Proposer have a labor peace agreement with any union that represents or seeks to represent Miami international Airport employees?  yes  no

Does the Proposer have a Collective Bargaining Agreement (CBA) with a union for any or all of its employees at Miami International Airport?  yes  no

Which employees does it cover? \_\_\_\_\_

Link to the CBA if available on-line: \_\_\_\_\_

**(h) Anti-Retaliation**

Does Proposer commit to not retaliating against any employee, including employees of any subcontractor, for notifying the County, an enforcement agency, or other party about the Proposer's or Proposer's subcontractor's noncompliance with any wage, anti-discrimination, paid leave, or other workplace standards laws, including by discharging, reducing hours or compensation, otherwise discriminating against the employee?  yes  no

**(i) Subcontractors' Compliance**

How will the Proposer monitor subcontractors for compliance with wage, anti-discrimination, health and safety, and other workplace laws? Please describe the steps Proposer will take in the space provided below.

**If the Proposer has contracted or plans on contracting with a subcontractor to provide any Airport services, the Proposer and the Subcontractor(s) shall complete and submit this questionnaire as an attachment.**

# Attachment C



## **GENERAL AERONAUTICAL SERVICE PERMITS (GASP)** **LOCAL DEVELOPING BUSINESS (LDB)** **PARTICIPATION PROVISIONS PROPOSER**

Each Proposer must submit at least the following with the proposal:

1. A Schedule of Participation (APPENDIX A, FORM LDB-1) and Letter of Intent (APPENDIX A, FORM LDB-2) by the Proposer of the percentage of participation by an LDB Firm the Proposer intends to have in this Contract, and how the Proposer intends to achieve such stated participation; and
2. Any one or combination of the following:
  - a. If Proposer intends to meet the LDB contract measures as an LDB itself, the Proposer shall submit:
    1. A Schedule of Participation (FORM LDB-1);
    2. Letter of Intent (Form LDB-2);
    3. Proof of LDB Certification of the Proposer;
    4. Explanation of participation by the LDB Firm in management and day-to-day operations (the "LDB Work Program"); and;
    5. Financial participation by the LDB Firm as measured in terms of percentages of gross receipts from this contract.
  - b. If Proposer intends to meet the LDB contract measures as a Partnership or Joint Venture, the Proposer must submit:
    1. Schedule of Participation (FORM LDB-1);
    2. Letter of Intent (FORM LDB-2);
    3. Partnership or Joint Venture Agreement;
    4. Explanation of participation by the LDB firm in the management and day-to-day operation (the "LDB Work Program");
    5. Financial participation by the LDB as measured in terms of percentages of gross receipts for this Agreement;
    6. Proof of LDB Certification of the Partner(s) in the Partnership or Joint Venture.
  - c. If the Proposer intends to meet the LDB contract measures through subcontracting, the Proposer must submit:
    1. A Schedule of Participation (FORM LDB-1);
    2. Letter of Intent (FORM-LDB-2)
    3. Listing of those activities which the Proposer intends to subcontract and the estimated percentage of gross receipts such subcontracted services will represent of the gross receipts from all activities under the Agreement that will be subcontracted;
    4. Proof of LDB Certification of the Subcontractor(s).
3. The Proposer who claims LDB status, as well as all its Partners and Subcontractors who claim LDB status, must be certified as an LDB prior to Bid Submittal.
4. Failure to submit the Schedule of Participation, Letter of Intent, and Proof of LDB Certification will result in the Bid being found non-compliant and may be rejected.



**SCHEDULE OF PARTICIPATION BY LOCAL DEVELOPING BUSINESS (LDB) FIRMS**

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

NAME OF LDB FIRM	DESCRIPTION OF SERVICE(S)	% OF BID/PROPOSAL

**AFFIRMATION:** I hereby affirm that the representations contained in this Schedule of Participation are true and correct, and to the best of my knowledge.

**Bidder/Proposer**

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Print Name Title Company Name



## LETTER OF INTENT (LOI)

**BIDDER/OFFEROR AND LOCAL DEVELOPING BUSINESS (LDB) SUBCONTRACTOR/SUPPLIER**  
 (Form to be completed and signed for each LDB Firm)

<b>Contract Number:</b>	<b>Project Title:</b>
-------------------------	-----------------------

**Bidder/Offeror Name:** \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

**LDB Subcontractor/Supplier Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

- A. This is a letter of intent between the bidder/offeror on this project and a LDB firm for the LDB to perform subcontracting work on this project, consistent with the Title 49 CFR Parts 23 or 26 as applicable.
- B. By signing below, the bidder /offeror is committing to utilize the above-named LDB to perform the work described below.
- C. By signing below, the above-named LDB is committing to perform the work described below.
- D. By signing below, the bidder/offeror and LDB affirm that if the LDB subcontracts any work described below, it may only subcontract that work to another LDB if it wishes to receive LDB credit for said work.

<b>Work to be performed by LDB Firm</b>			
Description	NAICS *	LDB Contract Amount †	LDB Percentage of Total Project Value

**AFFIRMATION:** I hereby affirm that the representations contained in this Letter of Intent are true and correct, and to the best of my knowledge.

**Bidder/Offeror Authorized Representative**

\_\_\_\_\_  
 (Signature) (Title) (Date)

**LDB Subcontractor/Supplier Authorized Representative**

\_\_\_\_\_  
 (Signature) (Title) (Date)

\* Visit <https://www.census.gov/naics/> to search. Match type of work with NAICS code as closely as possible.  
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null void.*

# NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

---

made as of the \_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_.

**Between the County:**

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

**And the Permittee:**

Which term shall include its officers, partners, employees, successors, legal representatives and assigns.

**Description of the Project:**

The scope of services for these Permits will include, but may not necessarily be limited to, the following aeronautical services namely Ramp, Porter Assistance, Passenger Dispatching and Communications, Meteorological Navigation, Ticket Counter and Operations Space, Janitorial Delayed Baggage, and Security Services for Commercial Aircraft Operators and Airlines at Miami International Airport as more specifically described in these documents, as more specifically herein.

**Preclusion:**

The Permittee may not subcontract any services awarded under this Permit to any other Permittee awarded as a result of Solicitation RFQ ENV0000202.

# TABLE OF CONTENTS

Page

## **Definitions and Rules of Interpretation**

<b>Article 1 – Term</b> .....	1
1.01 Term .....	
1.02 Extensions .....	
1.03 No Lease or License .....	
1.04 Nonexclusivity.....	
1.05 RFQ Incorporated and Order of Precedence .....	
<b>Article 2 – Rights, Privilege and Obligations</b> .....	2
2.01 General Rights and Privileges.....	
2.02 Air Carrier Contracts.....	
2.03 Financial and Operating Integrity of all Permittees.....	
<b>Article 3 – Payments and Reports</b> .....	4
3.01 Not Used .....	
3.02 Opportunity or Percentage Fee.....	
3.03 Utilities, Equipment, Facilities and Services.....	
3.04 Late Payment Charge .....	
3.05 Dishonored Check or Draft .....	
3.06 Gross Revenues .....	
3.07 Payment Address .....	
3.08 Payment Security.....	
3.09 Records and Reports .....	
3.10 Monthly Statement Required .....	
3.11 Annual Audit .....	
3.12 Right to Audit.....	
3.13 Revenue Control Procedures.....	
3.14 Timely Payment.....	
3.15 County Inspector General.....	
3.16 Aviation Fee Sales Ticket Account .....	
<b>Article 4 – Standards of Operations</b> .....	10
4.01 Quality of Services .....	
4.02 Nondiscriminatory Prices of Services.....	
4.03 County’s Obligations .....	
4.04 Motor Vehicles .....	
4.05 Other Operational Equipment .....	
4.06 Quiet Enjoyment of Others .....	
4.07 Storage of Vehicles and Equipment .....	
4.08 Spill Prevention Control and Countermeasures Plan (SPCC).....	
4.09 Certifications and Designations.....	
<b>Article 5 – Personnel</b> .....	12
5.01 General Manager .....	
5.02 Appearance .....	
5.03 Restricted Area Access – Identification .....	
5.04 AOA / SIDA Construction and Security .....	
5.05 Alcohol and Drug Testing .....	

5.06 Special Programs .....	
5.07 Federal Agencies Right to Consent .....	
5.08 Use of Public Facilities .....	
5.09 No Passenger Referrals .....	
5.10 Employees Covenants Violations .....	
<b>Article 6 – Damage to Airport Facilities .....</b>	<b>17</b>
<b>Article 7 – Assignment and Subcontractors .....</b>	<b>17</b>
7.01 Assignment .....	
7.02 Ownership of Permittee .....	
7.03 Subcontractors Prohibited from Contracts with Airlines .....	
7.04 Subcontractors Allowed .....	
<b>Article 8 – Local Developing Business (LDB) Participation .....</b>	<b>18</b>
8.01 Obligation of Permittee .....	
8.02 Obligation of Permittee as the LDB or the LDB Subcontractor .....	
8.03 LDB Certification .....	
8.04 Sanctions for Violations .....	
<b>Article 9 – Indemnification .....</b>	<b>19</b>
<b>Article 10 – Insurance .....</b>	<b>19</b>
10.01 Liability Insurance Required .....	
10.02 Insurance Certificates Required .....	
10.03 Permittee Liable .....	
10.04 Right to Examine .....	
10.05 Personal Property .....	
10.06 Additional Insurance .....	
<b>Article 11 – Termination by County .....</b>	<b>20</b>
11.01 Automatic Termination .....	
11.02 Payment Defaults .....	
11.03 Audit Default .....	
11.04 Insurance and Bonds Defaults .....	
11.05 Other Defaults .....	
11.06 Habitual Default .....	
<b>Article 12 – Termination by Permittee or County .....</b>	<b>22</b>
12.01 Termination by Permittee or County .....	
12.02 Termination by Permittee .....	
<b>Article 13 – Nondiscrimination and Affirmative Action Programs .....</b>	<b>23</b>
13.01 Employment Discrimination .....	
13.02 Nondiscriminatory Access to Services .....	
13.03 Breach of Nondiscrimination Covenants .....	
13.04 Affirmative Action and Procurement Programs .....	
<b>Article 14 – Rules, Regulations and Permits .....</b>	<b>23</b>
14.01 Rules and Regulations .....	
14.02 Violations of Rules and Regulations .....	
14.03 Permits, Licenses and Bonds .....	
<b>Article 15 – Civil Actions .....</b>	<b>24</b>
15.01 Governing Law/Venue .....	
15.02 Notice of Commencement of Civil Action .....	
15.03 Registered Office/Agent Jurisdiction .....	

<b>Article 16 – Actions at Termination</b> .....	25
<b>Article 17 – Trust Agreement and Bond Resolution</b> .....	25
17.01 Incorporation of Trust Agreement and Bond Resolution by Reference .....	
17.02 Adjustment of Terms and Conditions .....	
17.03 Permittee Right to Terminate .....	
<b>Article 18 – Other Provisions</b> .....	26
18.01 Payment of Taxes .....	
18.02 Rights to be Exercised by Department .....	
18.03 Security .....	
18.04 Rights of County at Airport .....	
18.05 Federal Subordination .....	
18.06 Notices .....	
18.07 Severability .....	
18.08 Rights Reserved to County .....	
18.09 Lien .....	
18.10 Authorized Uses Only .....	
18.11 No Waiver .....	
18.12 Right to Regulate .....	
18.13 Entirety of Permit .....	
18.14 Inspections .....	
18.15 Binding Effect .....	
18.16 Performance .....	
18.17 Employment Verification (E-Verify) .....	
18.18 First Source Hiring Referral Program (“FSHRP”): .....	
18.19 Public Records and Contracts for Services Performed on behalf of Miami-Dade County .....	
18.20 Whistleblower Protection .....	
18.21 Transition Period .....	
18.22 Supplier/Vendor Registration/Conflict of Interest .....	
18.23 County User Access Program (UAP).....	
18.24 Prohibition Against Governmental Entity Contracts With Common Carrier or Contracted Carrier .....	
18.25 Cybersecurity and Information Technology Procurement and Protection Program .....	
18.26 Federal, State, and Local Compliance Requirements .....	
18.27 Federal Aviation Administration (FAA) Provisions .....	
18.28 Force Majeure .....	
18.29 U.S. Soccer Federation 2026 World Cup ....	
18.30 Survival .....	
Signature Page.....	38

APPENDIX A: Scope of Services

ATTACHMENTS

EXHIBIT A: Two-Year Passenger Traffic at MIA for fiscal years 2020/21 and 2021/22

EXHIBIT B: Commercial Flight Operations and Passengers by Airlines for fiscal years 2019/20, 2020/21, and 2021/22

EXHIBIT C: Reported Gross Revenues of the existing Permittees for the period FYE – September 30, 2022

- EXHIBIT D: Summary of Rates, Fees, and Charges for MIA ([link](#))
- EXHIBIT E: Standard Form of Terminal Lease
- EXHIBIT F: Standard Form of Field Lease
- EXHIBIT G: Implementing Order 3-58 – First Source Hiring Referral Program ([link](#))
- EXHIBIT H: Monthly Report of Gross Revenues
- EXHIBIT I: Payment Security
- EXHIBIT J: Independent Audit Report
- EXHIBIT K: Local Developing Business Participation Provisions
- EXHIBIT L: Ground and Cargo Handling Operations Policies
- EXHIBIT M: Common Carrier or Contracted Carrier Attestation Form

DRAFT

## DEFINITIONS AND RULES OF INTERPRETATION

### DEFINITIONS

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

- A. **AIRPORT or "MIA"** shall mean Miami International Airport
- B. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.
- C. **DEPARTMENT:** Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or her or his Designee(s).
- D. **EMPLOYMENT CONDITIONS:** terms under which employees provide their labor to a Contractor, and shall include, but not be limited to: wage rates, insurance, paid sick and vacation leave, retirement benefits, uniform and tool allowances, longevity bonuses, provision of break time, provision of break areas, provision of full time jobs rather than part time jobs, the existence of a labor peace agreement with any union seeking to represent that the Contractor's employees, health and safety protections, and the existence of a collective bargaining agreement, as described in Attachment B - Employment Conditions Questionnaire of Permittee's Proposal.
- E. **PERMITTEE(S)** shall refer to the Proposer(s) under Solicitation Request For Qualifications (RFQ) EVN0000202 who enters into a Permit Agreement (Contract).
- F. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Permittee, including all of its terms and conditions, special and supplemental conditions, associated addenda, attachments, exhibits, and amendments.
- G. **LOCAL DEVELOPING BUSINESS or "LDB"** means: A business concern that is domiciled in the local area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

### RULES OF INTERPRETATION

- A. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- B. Reference to any agreement or other instrument shall be deemed to include such

agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- C. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- D. The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- E. The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- F. The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

DRAFT

Permit No.	
------------	--

**NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT,  
MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA**

THIS PERMIT (“Permit”) is issued as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by THE BOARD OF COUNTY COMMISSIONERS of MIAMI-DADE COUNTY, FLORIDA, (“County”), to \_\_\_\_\_ a \_\_\_\_\_ corporation, authorized to do business in the State of Florida, (“Permittee”) subject to the following terms and conditions, which the Permittee, by its execution hereof, hereby accepts.

**ARTICLE 1**

**Term**

1.01 Term: The County hereby grants to the Permittee, for a term commencing at 12:01 AM on \_\_\_\_\_ (the “Effective Date”) and ending on \_\_\_\_\_, unless otherwise terminated or extended as may be provided for herein, the nonexclusive right, privilege and obligation to provide nonexclusive general aeronautical services, as more fully described in Appendix A hereof, at the Airport.

Notwithstanding the foregoing, in order to ensure that there is no disruption in services during the transition from the existing to the newly awarded Permittees, once the Board awards the Permit(s), the County will provide not less than a forty-five (45) calendar day cancellation notice in writing to the existing Permittees. During this cancellation notice period, the newly awarded Permittee shall acquire the minimum required ramp equipment at MIA, fully train all personnel, and obtain the necessary security clearances for all employees so that the Permittee may provide the Required and Support Services commencing on the Effective Date. Failure to comply with the terms of this provision may result in the Proposer’s forfeiture of the Proposal Guaranty and/or the County may take such other actions as provided by law. There will be no monetary payments during this transitional period for the newly awarded Permittee and no services shall be provided by the Permittee until the Effective Date of the new permits.

1.02 Extensions: The County reserves the right to extend this Permit for two (2) separate two (2) year extensions upon the terms and conditions contained herein. The County may extend this Permit for up to an additional one hundred-eighty (180) calendar days beyond any two (2) year extension. In the event the County elects to extend this Permit, the County shall so notify the Permittee no later than three months prior to the termination date of this Permit or any extension thereof. In the event the County does not give such notice, this Permit shall terminate accordingly. The Permittee shall have the right to reject any such extension(s), in writing, to the County, within fifteen (15) calendar days following receipt of notice from the County, and, if so rejected, this Permit shall terminate as provided in Article 1.01 hereof or at the termination of any extension, as appropriate. Failure of Permittee to respond to County within the fifteen (15) calendar days period shall automatically constitute acceptance of the extension(s).

1.03 No Lease or License: The rights granted by this Permit are exclusively limited to the Permittee’s right and privilege to do business at the Airport in the manner specifically

indicated herein. Nothing in this Permit shall be or be construed to be a lease or license to the Permittee of any real or personal property of the County. Any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

1.04 Nonexclusive Permit Rights: The rights granted by this Permit are nonexclusive and in no way prevent the County from authorizing the sale or offering of additional or competitive services, products or items by other permittees or others at the Airport, or the issuance of similar permits using a similar competitive process as that used in selecting the Permittee hereunder, or the issuance of a permit for the provision of services as authorized hereunder without such competitive process. The Permittee expressly acknowledges that the County may grant additional similar permits, that the airlines operating at the Airport have the right to serve themselves and their partners, and that certain of the covenants, terms and assurances of Federal Aviation Administration grant agreements (See Article 18.05 hereof) prohibit the granting of exclusive rights to anyone for the provision of the services described herein. The Permittee shall have no right hereunder to any other permit, concession or lease of space that may be made available by the County. Nothing contained herein shall grant the Permittee the rights or privileges of a “Fixed Base Operator” providing services similar to those described herein to “general aviation” aircraft.

1.05 RFQ Incorporated and Order of Precedence:

(A) The Permittee acknowledges that it has submitted to the County a proposal (“Proposal”) for the operation under this Permit, as required by the Request for Qualifications documents (the “RFQ”) relating to the award of this Permit, and that said Qualification Statement of the Permittee as well as all covenants and commitments of Permittee in its responses to the RFQ, not inconsistent with the terms of this Permit, which the County has relied upon in the award of this Permit, is hereby incorporated in this Permit by reference.

(B) If there is a conflict between or among the provisions of this Permit, the order of precedence is as follows: 1) Articles 1 through 18, 2) Appendix A – Scope of Services, 3) Miami-Dade County's RFQ EVN0000202 and any associated addenda and attachments thereof, and 4) the Permittee’s aforementioned Proposal.

1.06 County’s Ground and Cargo Handling Operations Policies: Permittee acknowledges that the County has at Ground and Cargo Handling Operations Policies (Exhibit L) of the Airline Use Agreement as such policies apply to airlines operating at Miami International Airport. Permittee acknowledges and accepts such Policies, as they may be amended from time-to-time and agrees that such Policies will not conflict with Permittee’s obligations and rights under this Permit.

**ARTICLE 2**  
**Rights, Privilege and Obligations**

2.01 General Rights and Privileges: Subject to the conditions contained herein, the Permittee shall have the following rights and privileges:

- (A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, “public Airport facilities” shall include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.
- (B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.
- (C) Capital Improvement Program : During the term of this Permit, Permittee acknowledges that the County will be undertaking a Capital Improvement Program (CIP) that might include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces, construction of a new parking garage and other improvements that may affect permit operations in the Terminal Building. The CIP may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

2.02 Air Carrier Contracts: The Permittee shall provide upon the request of the Department copies of any, or all contract(s), and any subsequent amendments thereto, with air carriers and aircraft operators for the provision of services described herein at the Airport. The Permittee may, for the purposes of this Article, redact the fees and prices in such contracts. However, this shall not limit the right of the Department to require the Permittee to provide schedules of service charges and the like pursuant to Article 4.02 and 4.03 hereof. The requirement to provide copies of contracts shall not apply to service provided on a casual or occasional basis to itinerant, non-regular users of the Airport.

2.03 Financial and Operating Integrity of all Permittees: The Permittee acknowledges and agrees that the Department has the right to assure that a sufficient number of permittees are providing the services allowed hereunder to air carriers requiring such services, and that the Department has a legitimate interest in assuring the financial and operating integrity of all such permittees. Therefore, the Permittee agrees that if the Permittee’s reported Gross Revenues, equals or exceeds fifty percent (50%) of the reported Gross Revenues of all aeronautical services Permittees for three (3) consecutive calendar months, the Department shall have the right to review any records or reports of the Permittee including payroll records, financial statements and

the like to determine its financial operating integrity and compliance with the terms and conditions of this Permit. In the event it is determined by the Department that the Permittee is engaging in any predatory or collusive action in violation of the terms and conditions of this Permit, the Department may prescribe such corrective action necessary by the Permittee to correct the identified problem or may institute default action under Article 11.05 hereof.

### **ARTICLE 3** **Payments and Reports**

#### 3.01 Not Used

3.02 Opportunity or Percentage Fee: Opportunity or Percentage Fee shall be the fee to be paid to MDAD by the Permittee for the privilege of providing services at MIA. As part of the consideration for this Permit, the Permittee, as consideration for the rights and privileges granted the Permittee herein shall on a monthly basis report and pay the County **the amount of seven percent (7%) of the monthly Gross Revenues**, as defined in Article 3.06 or as otherwise stated in Article 3.06.A, derived from operations under this Permit during the prior month. The Permittee shall report and pay such amount, plus any applicable State sales taxes, as required by law, to the County by the twentieth (20<sup>th</sup>) calendar day of the month following the month in which the Gross Revenues were received or accrued at the address in Article 3.07. Payments to the County shall be made in U.S. funds without billing or demand. For the purpose of Article 3.04 below, the percentage fees payable on any unreported Gross Revenues, determined by the annual audit provided for in Article 3.11, are considered due by the twentieth (20<sup>th</sup>) calendar day of the month following the month during which such unreported Gross Revenues were received or accrued.

3.03 Utilities, Equipment, Facilities and Services: To the extent the Permittee makes use of common utilities, equipment, facilities and services of the County, the Permittee shall be liable for all use charges and other fees applicable thereto as established from time to time by the County. For any customer of the Permittee which has not separately established a credit account for direct payment of such charges to the County, the Permittee shall be responsible for collection of such charges from the customer, including but not limited to landing fees, concourse use charges, security charges, baggage claim use charges, and loading bridge charges, and payment to County of the amount so collected. The Permittee may retain 5% of the monies so collected, but the Permittee shall be separately obligated for payment to the County of such amounts even though the Permittee may not be able to collect such amounts from its customer. Monies collected by the Permittee and paid to the County and monies retained by the Permittee, pursuant to this provision, shall be excluded from Gross Revenues. Payment shall be due and payable as shall be established by the Department.

3.04 Late Reporting and Payment Charge: In the event the Permittee fails to make any payments, as required to be paid under the provisions of this Permit, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (Currently set at 1.5% per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. In the event the Permittee fails to submit the monthly report by the twentieth

(20<sup>th</sup>) calendar day of the month, a penalty fee of Fifty Dollars (\$50.00) per day for each calendar day following the report due date until the report is received by the Department shall be imposed, up to a maximum of Seven Hundred Fifty Dollars (\$750.00) per violation. The right of the County to require payment of such interest and the obligation of the Permittee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Permit, or to pursue other remedies provided by law.

3.05 Dishonored Check or Draft: In the event that the Permittee delivers a dishonored check or draft to the County in payment of any obligation arising under the terms of this Permit, the Permittee shall incur and pay a service fee of Twenty-five Dollars (\$25.00), if the face value of the dishonored check or draft is Fifty Dollars (\$50.00) or less, Thirty Dollars (\$30.00), if the face value of the dishonored check or draft is more than Fifty Dollars (\$50.00) and less than Three-hundred Dollars (\$300.00), Forty Dollars (\$40.00), if the face value of the dishonored check or draft is Three-hundred Dollars (\$300.00) or more, or Five Percent (5%) of the face value of such dishonored check or draft, whichever is greater. Further, in such event, the Department may require that future payments required pursuant to this Permit be made by cashier's check or other means acceptable to the Department.

3.06 Gross Revenues: The term "Gross Revenues," as used in this Permit, refers to the total amount of money or other consideration charged for or received by the Permittee for (a) all services rendered, (b) all sales made, or (c) all transactions engaged in under the authority of this Permit, and in the case of (a), (b), or (c), such services, sales, or transactions resulted from, or were facilitated by, the activities of the Permittee under this Permit, whether such activities were on the Airport grounds or off the Airport grounds. The following shall apply to the definition of "Gross Revenues":

- (a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:
  - I. Fees and charges imposed by Permittee upon its customers;
  - II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;
  - III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the 7% Opportunity Fee on any uncollected charges to Permittee's customers; and
- (b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the

amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 10% of such imputed value.

The Permittee may retroactively adjust previously reported Monthly Gross Revenues Report to reflect the uncollected portion of pre-petition debts incurred by it from an air carrier which has filed for bankruptcy, provided that such adjustment be separately noted and explained on the Monthly Statement required by Article 3.10 hereof and supported by legible copies of the "Notice to Creditors" received by the Permittee from the U.S. Bankruptcy Court, with a case number, and the "Proof of Claim" filed by the Permittee in the U.S. Bankruptcy Court stamp showing the filing date.

**A. Increase of County Share of Gross Revenues**

The County is willing, as the proprietor of the Airport, and as a commercial matter, to trade better customer service for a lower share of Permittee's gross revenues. The County believes that potential passengers and tenants make choices as to which airports to utilize based in part on the customer service they are provided at the Airport, including by Permittees, and that customer service is enhanced by better employment and safety conditions for Permittees employees. Better customer service leads to more customers and therefore greater revenues for the County. In the event, following the effective date of this permit, that the Permittee materially diminishes or alters the employment conditions proffered in its proposal, or materially alters the composition or status of any safety committee proffered in its proposal, the County shall thus be entitled to a greater share of 15% of Gross Revenues for the period of such time such material change from the proposal is in effect, which Permittee expressly agrees the County is entitled to as a result of the diminution or risk of diminution of customer service at the Airport. Where employment conditions are changed pursuant to the enactment or revision of a collective bargaining agreement, the County shall not be entitled to an increased share of gross revenues. Nothing in this section requires or shall be deemed to require the proposer to offer employee benefits, employment conditions, or a safety committee in excess of the minimums provided in state or federal law. The employee benefits, employment conditions offered by Permittee, and the safety committee, if any, provided by permittee shall be with the sole discretion and control of the Permittee at all times. Notwithstanding and controlling over anything else herein to the contrary, the parties agree that this Section 3.06 is material to and pertains to the essence of this Permit and the County's decision to award Permittee this permit, and thus is not severable; accordingly, the parties further expressly agree that in the event that this Section 3.06 is deemed, in whole or in part, to be legally invalid or unenforceable, that this Permit shall be void and of no further force and effect.

**3.07 Payment Address:** All payments required from the Permittee pursuant to this Permit shall be due and payable at the following locations:

**Payments Address:** All payments required from the Permittee by this Permit shall be due as follows:

**In Person:** Miami-Dade Aviation Department  
Finance Division  
4200 N.W. 36<sup>th</sup> Street

Building 5A, Suite 300

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

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

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

**By Wire Transfer:** In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.

**By Credit Card:** Miami-Dade Aviation Department  
Finance Division- Cashier's Office  
305-876-0652

3.08 Payment Security: The Permittee shall provide the County, and shall keep in full force and effect during the term of this Agreement, an irrevocable letter of credit or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County, for the payments required hereunder, in an amount equal to \$70,000.00, adjustable annually to equal 25% of the total payments made in the previous year by the Permittee to the County. The Department may draw upon such payment security instrument, if the Permittee fails to pay the fees and charges required within the time limits specified herein. Such payment security instrument shall be in a form acceptable to the Department.

3.09 Records and Reports: The Permittee shall keep in Miami-Dade County, during the term of this Permit, all books of account, records and reports customarily used in this type of operation necessary to report Gross Revenues and to calculate the percentage fee payments payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Permit. All monies collected hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the Audit and Management Department of the County or auditors of the State of Florida), prior to commencement of operations hereunder. Subsequent recommendations for changes, additions or deletions to such books of account, records and reports by the auditors of the County shall be complied with by the Permittee when requested by the Department. The auditors of the County shall be permitted, during normal business hours, to audit and examine all books of account, records and reports relating to operations of the Permittee hereunder, including, but not limited to, balance sheets, profit and loss statements, deposit receipts, Florida State Sales Tax Reports and such other documents as may be determined by the Department to be necessary and appropriate; provided, however, that the Permittee shall not be required to retain such records in Miami-Dade County, Florida for more than five years after the end of each annual period of this Permit nor for more than three years following termination of this Permit.

The Permittee shall, within thirty (30) calendar days after the receipt of a billing from the County, based on an audit, remit to the County the percentage of unreported or underreported Gross Revenues and late charges as determined by such audit above-mentioned, if applicable. Prior to billing by County, Permittee shall be given fifteen (15) calendar days to comment in writing on any audits, pursuant to this Article failure of the Permittee to submit such written comments within the time limit specified shall constitute acceptance of the audit findings so made.

3.10 Monthly Statement Required: On or before the twentieth (20<sup>th</sup>) day following the end of each calendar month through the term of this Permit, the Permittee should furnish to the Department a certified statement of monthly Gross Revenues and Local Developing Business (LDB) Participation (Exhibit K) derived from the operation of the Permit for the preceding calendar month (Monthly Statement).

3.11 Annual Audit: Within ninety (90) calendar days of each anniversary of the commencement date of this Permit and within ninety (90) calendar days following its termination, the Permittee shall provide to the Department on an annual (or portion thereof) basis, at its sole cost and expense, an audit report of monthly Gross Revenues, as defined under Article 3.06 of this Permit containing an unqualified opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in Exhibit J, "Independent Audit Report", shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Permit, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Permit. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Permit for the period of examination. Each audit and examination shall cover the period of this Permit. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audited have been underpaid, the Permittee shall submit payment therefore within forty-five (45) calendar days after the completion of the reports to the Department as stated in Sub-Article 3.09 together with interest on any underpaid percentage fees at the rate set forth in Sub-Article 3.04.

3.12 Right to Audit: The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to inspect, review, verify and check all or any portion(s) of the procedures of the Permittee for recording or compiling Gross Revenues information by shift, day or month and to audit, check, inspect and review all books of account, records, reports and other pertinent information as may be determined to be needed or desirable by the Department. The right of the Department to inspect, review, verify and check records of the Permittee shall extend to all administrative and operational facilities used by the Permittee in connection with its operations hereunder, whether on or off the Airport, whether leased from the County or not.

3.13 Revenue Control Procedures: Notwithstanding anything to the contrary contained herein, the Permittee shall comply with revenue control procedures, established from time to time by MDAD.

3.14 Timely Payment: The Permittee shall comply with Ordinance 94-40 and Administrative Order No. 3-19 providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Permittee to issue prompt payments and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Permittee to issue prompt payment to small businesses or to adhere to its dispute resolution procedures may be cause for suspension, termination, and debarment in accordance with the terms of the County contract or Public Health contract and debarment procedures of the County. Payment of undisputed invoice by the County shall be in accordance with both the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and the "Sherman S. Winn Prompt Payment Ordinance," Section 2-8.1.4 of the Miami-Dade Code.

3.15 Inspector General: Pursuant to MDC Code Section 2-1076; the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Permittee from IG, the Permittee shall make all requested records and documents available to the IG for inspection and copying.

The Permittee shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

- (1) If this contract is completely or partially terminated, the Permittee shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Permittee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Permittee under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, this Agreement is federally funded where federal or state law or regulations preclude such a charge or where such a charge is otherwise precluded as stated in the Other Provisions (see Article 18). The Permittee shall, in stating its agreed prices, be mindful of

this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Permittee, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a Permittee of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the Permittee, its officers, agents and employees. The Permittee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Permittee in connection with the performance of this contract.

#### INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Permittee is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an **Independent Private Inspector General (IPSIG)** who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of Consultant, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to Consultant from an IPSIG, the Permittee shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Permittee's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful sub-consultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

3.16 Aviation Fee Sales Ticket Account: Permittee shall establish an Aviation Fee Sales Ticket Account with MDAD's Finance Division so as to assure the proper invoicing to and payment by Permittee for airline charges payable by Permittee.

### **ARTICLE 4**

#### **Standards of Operation**

4.01 Quality of Services: The Permittee shall furnish the services required and authorized, pursuant to Appendix A hereof, on a good, prompt, safe, and efficient basis and on a fair, equal

and not unjustly discriminatory basis to all users thereof. Services shall also be provided in a manner to comply with the County's obligations under Title II of the ADA and the provider's obligations under Title III of the ADA, as well as any applicable provisions of the Air Carriers Act. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

4.02 Nondiscriminatory Prices of Services: The Permittee shall charge fair, reasonable, customary and not unjustly discriminatory prices for each unit of sale or service; provided, however, that the Permittee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the services of the Permittee.

4.03 County's Obligations: The Permittee, in recognition of the County's obligation pursuant to Section 22 of the Federal Aviation Administration's standard grant assurances, agrees that the Department may, from time to time, promulgate standards, methods and procedures for and to monitor and test the provision of services hereunder and may require the Permittee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Permittee is not in compliance with the provisions of Articles 4.01 and 4.02 above, the first such occurrence shall be considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) may be considered noncurable defaults, pursuant to Article 11.06.

4.04 Motor Vehicles: The Permittee shall provide the Department, and maintain current at all times, a list of all mechanical and motorized equipment and vehicles, including the number of each, used by the Permittee in providing the services hereunder. All such equipment and vehicles shall be prominently identified as those of the Permittee. The Department may require special identification, equipment such as radios, and special permits for such equipment and vehicles which are used or operated on the Air Operations Area ("AOA") of the Airport.

All vehicles and equipment of the Permittee, pursuant to this Article 4.04, shall at all times comply with Aviation Department regulations as provided for under Chapter 25, Code of Miami-Dade County, Florida. The Department shall have the right but shall not be obligated to inspect, at any time, the vehicles and equipment of the Permittee for proper safety equipment and general operating condition. The Department shall further have the right to require removal from the AOA of any vehicle or equipment of the Permittee determined by the Department, in its sole discretion, to be unsafe or which may cause environmental damage. The Department shall have no liability to the Permittee for such removal.

4.05 Other Operational Equipment: The Permittee shall also provide the Department, and maintain current at all times, a list of all non-motorized equipment (not covered by Article 4.04 above), including the number of each, used by the Permittee in providing services hereunder. Such list shall include, but not be limited to, items such as cargo and baggage carts both for airfield and porter usage. The Department shall have the right from time to time to publish reasonable standards for such equipment and to require Permittee to maintain or modify such equipment to comply with such standards and, if the Permittee fails to correct deficiencies after reasonable notice, to prohibit the further use of same on the Airport.

4.06 Quiet Enjoyment of Others: The Permittee shall control the actions of its employees, agents, subcontractors authorized by the Department and those doing business with it, so as to not unreasonably annoy, disturb or be offensive to others and to provide the services hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

4.07 Storage of Vehicles and Equipment: The Permittee shall park or store vehicles and equipment only in areas approved by the Department or in areas leased to the Permittee for such purpose, when and if available.

4.08 Spill Prevention Control and Countermeasures Plan (SPCC): The Permittee shall submit copies of the following documents to MDAD Environmental Engineering for review and approval prior to the issuance of this Permit by MDAD:

a. Spill Prevention Control and Countermeasure Plan (SPCC)

This plan needs to address how the Permittee handles or intends to handle spills, leaks, discharges, releases, etc. resulting from the operation of their vehicles: motorized and non-motorized equipment; from broken/damaged containers in their baggage/cargo handling equipment; and as result of other incidents. Although the majority of the incidents relate to fuel and other mechanical equipment fluids; some incidents could span the spectrum from toxic gases to radioactive materials.

This plan shall also include who the Permittee's Designated Emergency Response Provider(s) are, usually incorporated by the operating company in this type of plan. The Designated Emergency Response Provider(s) must have airside access before permitted Permittee(s) may commence operations or permitted Permittee(s) need to agree to reimburse MDAD for emergency response expenses incurred as a result of their operations, while their Emergency Response Provider(s) obtain the required Airside permits.

The Permittee shall follow these plan requirements as provided in this sub-article and update them annually or earlier, as required by the Department.

4.09 Certifications and Designations: Permittee must possess and maintain throughout the term of the Agreement and any Extensions thereof, the following certifications or designations, and provide proof of such to the County upon request:

- a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation and;
- b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

Any fines levied by the above mentioned authorities because of inadequacies to comply with this requirement shall be borne solely by Permittee.

**ARTICLE 5**  
**Personnel**

5.01 General Manager: The Permittee shall hire and assign a full-time General Manager to be on the Airport during normal working hours and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

5.02 Appearance: The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges pursuant to Article 5.03 below.

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

5.04 Security And Airfield Operations Area: Permittee acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Customs and Border Protection ("CBP"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Permittee's work at the Airport. Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for the protection of jobsite, or equipment and property and access to the airfield operations area ("AOA") through the jobsite shall be the sole responsibility of the Permittee and shall involve no additional cost to MDAD. All such security measures by the Permittee shall be in accordance with the TSA, 49 C.F.R. Parts 1500 *et alia* and the MIA security plan. The Department shall notify the Permittee of all security related amendments that impact the Permittee's operation.

5.04.1 All project plans, engineering records, procedures, schematics, diagrams, and manufacturer and Permittee manuals prepared by the Permittee and its Sub-contractors under this Agreement shall follow security requirements of the TSA, 49 C.F.R. Parts 1500 *et alia* and other MDAD security procedures and shall bear the following warning:

- A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7<sup>th</sup> Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.
- B. In accordance with Florida Statutes § 119.07(3)(ee), “Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in s. 119.011 are exempt ...” from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.
- C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:
1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the documentation unless authorized by MDAD.
  2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
  3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
  4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

5.04.2 MDAD authorized identification badges will be issued to all Permittee employees working in the security identification display area (“SIDA”) or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation (“FBI”) fingerprint based criminal background investigation.

5.04.3 The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees whom the Permittee requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Permittee or upon final acceptance of the work or termination of this Agreement. Permittee will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

5.04.4 All employees of the Permittee and its Sub-contractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Permittee. MDAD Security and Safety Division shall provide the identification badges to the Permittee. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by MDAD, at the time of application for the identification badge before an identification badge is issued.

5.04.5 Ramp permits will be issued to the Permittee authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-contractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Permittee owned vehicles or to Permittee leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

5.04.6 All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

5.04.7 Before the Permittee shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Permittee shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one's Florida driver's license.

5.04.8 The Permittee agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Permittee or Sub-contractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage or other unlawful activities, including but not limited to repeated failure to comply with MDAD, and TSA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his or her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

5.04.9 The Permittee acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

5.04.10 The Permittee understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

5.04.11 The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Permittee in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which, shall be borne entirely by the persons and/or the Permittee.

5.04.12 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Department shall notify the Permittee, in writing, of all security related amendments.

5.04.13 The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD, CBP, or appropriate federal agencies may require.

5.04.14 Permittee agrees that it will include in all agreements with its Sub-contractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Permittee agrees that in addition to all remedies, Monetary Assessment for Non-Performance and sanctions that may be imposed by MDAD, CBP or the TSA upon the Permittee's Sub-contractor(s) and its individual employees for a violation of applicable security provisions, the Permittee shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and Monetary Assessment for Non-Performance arising therefrom which shall include reasonable attorneys' fees.

5.04.15 AOA Security at GAAs: The Permittee and its Sub-contractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Permittee is performing work at a GAA.

5.04.16 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

5.04.17 Permittee agrees that it will include in all agreements with its subcontractor(s) an obligation by such parties to comply with all security requirements applicable to their

operations at MIA. Permittee agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD, CBP or the TSA upon the Permittee's subcontractor(s) and its individual employees for a violation of applicable security provisions, the Permittee shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and penalties arising therefrom which shall include reasonable attorneys' fees.

**5.05 Alcohol and Drug Testing:** The Permittee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Permittee acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittees, Licenses, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Permittee shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law and/or contract, the Permittee shall establish a program for the random alcohol and drug screening of all its employees who are authorized, pursuant to other provisions of this Permit, to operate any type or kind of motor vehicle on the AOA. The Permittee shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may service as a bar to the Permittee's implementation of its obligations hereunder. Notwithstanding the above, the Permittee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

**5.06 Special Programs:** The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs as the Department or appropriate Federal agencies may from time to time require.

**5.07 Federal Agencies Right to Consent:** The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Permittee on the Airport.

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

5.09 No Passenger Referrals: The Permittee shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers, and other Airport users to hotels, restaurant, shops or services, off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from and of airport enterprise and the possession of referral cards for such enterprises shall be prima facie evidence of a violation of this provision.

5.10 Permittee's Failure to Control Employees: In the event the Permittee is in default of the covenants in Articles 5.08 or 5.09 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to confiscate the employee's Airport identification, to require the Permittee to remove from employment at the Airport those employees who have individually violated the covenants of Article 5.08 and/or 5.09 and to take action pursuant to Article 11 hereof.

## **ARTICLE 6**

### **Damage to Airport Facilities**

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) calendar days of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

## **ARTICLE 7**

### **Assignment and Subcontractors**

7.01 Assignment: The Permittee shall not assign, transfer, pledge or otherwise encumber this Permit or any of the rights contained herein, without the express written approval of the Department.

7.02 Ownership of Permittee: Since the ownership, control, experience and key managerial personnel of the Permittee were material considerations to the County in the award and the entering into of this Permit, the Permittee shall take no actions which shall service to transfer or change the structure, ownership or control of the business entity of the Permittee without the written approval of the County.

7.03 Subcontractors Prohibited from Contracts with Airlines: Only the Permittee may contract for services hereunder directly with commercial aircraft operators and airlines. Subcontractors are specifically prohibited from direct contracts with commercial aircraft operators and airlines, such provision is to be specifically included in all agreements between the Permittee and its subcontractor. Further, the Permittee shall, within fifteen (15) calendar days after the award of

this Permit, provide the MDAD Permit Section with copies of any and all subcontracts the Permittee has entered into related to this Permit.

7.04 Subcontractors Allowed: Except as otherwise prohibited in this Permit, Subcontractors are allowed.

## **ARTICLE 8**

### **Local Developing Business (LDB) Participation**

8.01 Obligation of Permittee:

(A) This Permit has been designated by the County as a set-aside for certified LDBs. The Permittee may also subcontract some of the goods and services required or authorized herein to LDB firms.

**OR**

(B) The Permittee shall maintain contract measures of an LDB overall goal of twenty percent (20%) for certified LDBs. The LDB contract measures may be achieved by partnership, joint venture, or subcontracting goods and services. The contract measures will be computed as a percentage of gross revenues. The Permittee may subcontract some of the goods and services required or authorized herein (except for cargo handling services) to LDB firms in accordance with the LDB Plan attached in Exhibit K.

The Permittee shall remain fully liable for the actions and performance of such subcontractors. All subcontracts must be in accordance with the terms and conditions of this Permit and shall be submitted for approval by the County.

8.02 Obligation of Permittee as the LDB or the LDB Subcontractor: The Permittee as the LDB or the LDB subcontractor shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and ground/passenger service trade category by the Miami-Dade Internal Services Department Small Business Development Division.

8.03 LDB Certification: To qualify as a LDB subcontractor or LDB vendor for participation under this Permit, the entity must be certified by the Miami-Dade Internal Services Department Small Business Development Division in the trade category relating to the services or goods to be provided.

8.04 Sanctions for Violations: If at any time MDAD has reason to believe that the Permittee is in violation of its obligation under the LDB provisions (Exhibit K) or has otherwise failed to comply with the LDB provisions, MDAD may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions which may include, but are not limited to, one or more of the following:

1. The termination or cancellation of the Permit in whole or in part unless the Permittee demonstrates within a reasonable time its compliance with the terms of the LDB provisions.
2. The denial to the Permittee of the right to participate in any further contracts awarded by the County for a period of no longer than three (3) years.

No such sanctions *shall* be imposed by the County upon the Permittee except pursuant to a law hearing conducted by the Compliance Monitor and/or Director, or as required by applicable law.

## **ARTICLE 9** **Indemnification**

The Permittee shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, contractors, or subcontractors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Permittee expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by Permittee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

## **ARTICLE 10** **Insurance**

10.01 **Insurance Requirement:** In addition to such insurance as may be required by law, including but not limited to Workers' Compensation Insurance, the Permittee shall obtain and maintain during the term and any extensions of this Permit the following insurance:

- (a) **Commercial General Liability Insurance:** On a comprehensive basis, including Contractual Liability, products, and completed operations in an amount not less than \$10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.
- (b) **Automobile Liability Insurance:** Automobile Liability Insurance, covering all owned, non-
- (c) owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:
  - 1. \$5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.
  - 2. \$300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 **Quality of Insurance Company:** The insurance coverages required herein shall include those classifications as listed in the Standard Liability Insurance Manuals that most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be

issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength (Financial Security) in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by MDAD's Risk Management Division.

10.03 Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to clearly indicate (1) that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to MDAD and the County; and (3) that the County is named as an Additional Insured with respect to the Commercial General Liability Coverage.

10.04 Additional Insurance: The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage or such additional types of insurance coverage as MDAD deems necessary or desirable from time to time during the term of this Permit. Upon MDAD's issuance of notice in writing to the Permittee regarding such amended or additional insurance coverage requirements, such requirements shall automatically amend the insurance requirements of this Permit as of the effective date stated in such notice.

10.05 Insurance Not a Limitation on Liability: Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit or as may be provided by law.

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

10.07 Personal Property: Any personal property of the Permittee, or of others, brought to the Airport shall be at the sole risk of the Permittee or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

10.086 Additional Insurance: In addition to the above, the Permittee understands and agrees to the additional insurance requirements that may be required under separate Field and Other Lease Agreements that the Permittee will execute.

## **ARTICLE 11**

### **Termination by County**

#### 11.01 Automatic Termination:

The County shall have the right to terminate the Permit granted herein upon three (3) calendar days written notice to the Permittee for either of the following defaults:

The disruption of Permittee's activities or operations under the Permit granted herein other than for Acts of God;

11.02 Payment Defaults: The County shall have the right, upon five (5) calendar days written notice to the Permittee, specifying the amount of payment in default, to terminate this Permit whenever the non-payment of any sum or sums due hereunder continues for a period of five (5) calendar days after the due date for such payments; provided, however, that such termination shall not be effective if the Permittee makes the required payment within the notice period.

11.03 Audit Default: The inability or failure of the Permittee to provide the County with an unqualified certified audit, pursuant to Article 3.11 of this Permit, shall constitute a noncurable default and in such event the County shall have the right to terminate this Permit, upon seven (7) calendar days written notice to the Permittee.

11.04 Insurance and Bonds Defaults: The County shall have the right, upon seven (7) calendar days written notice to the Permittee, to terminate this Permit if the Permittee fails to provide evidence of insurance coverage in strict compliance with Article 10 hereof, the payment security required in strict compliance with Article 3.08 hereof, or fails to provide a renewal of said evidence of insurance, payment security or bond upon their expiration; provided, however, that such termination shall not be effective if the Permittee provides the required evidence of insurance coverage, payment security or bond within the notice period.

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

- (A) Nonperformance of any other covenants of this Permit, especially the Permittee's obligation to provide safe and efficient Required Services under Appendix A – Scope of Services, other than the covenants to pay the Percentage Fee, and fees and charges when due and the covenants to provide required evidence of insurance coverage, payment security and bond.
- (B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.
- (C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.
- (D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

11.06 Habitual Default: Notwithstanding the foregoing, in the event that the Permittee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms,

covenants and conditions required herein to be kept and performed by the Permittee, regardless of whether the Permittee has cured each individual condition of breach or default as provided in Articles 11.03, 11.04 and 11.05 herein above, the Permittee shall be determined by the Director of the Department to be an “habitual violator.” At the time that such determination is made, the Department shall issue to the Permittee a written notice, advising of such determination and citing the circumstances therefor. Such notice shall also advise the Permittee that there shall be no further notice or grace periods to correct any subsequent breach(es) or default(s) and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Permit. In the event of any such subsequent breach or default, the County may terminate this Permit upon the giving of written notice of termination to the Permittee, such termination to be effective upon the tenth calendar day following the date of receipt thereof and all payments due hereunder, shall be payable to said date, and the Permittee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Permittee shall discontinue its operation at the Airport, and proceed to remove all its personal property from the Airport in accordance with Article 16 hereof.

11.07 Termination for Convenience: Following the first (1<sup>st</sup>) anniversary of the date of this Permit, the County shall have the right to terminate this Permit upon 30 calendar days' notice provided to Permittee and all other Permittees providing general aeronautical services under Permits similar to this Permit. Upon such termination, Permittee shall comply with Article 16. Permittee shall not be entitled to any compensation as a result of any termination for convenience.

## **ARTICLE 12**

### **Termination by Permittee or County**

12.01 Termination by Permittee or County: This Permit shall be subject to immediate termination, upon the delivery of notice by one party to the other, in the event of any one or more of the following events:

- (A) The permanent abandonment by the County of the Airport.
- (B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.
- (C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) calendar days.

12.02 Termination by Permittee: This Permit shall be subject to termination by the Permittee because of any default by the County in the performance of any material covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of ninety (90) consecutive calendar days after receipt of written notice from the Permittee.

**ARTICLE 13**  
**Nondiscrimination and Affirmative Action Programs**

During the performance of this Contract, Permittee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Permittee attests that it 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 Permittee or any owner, subsidiary or other firm affiliated with or related to the Permittee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Permittee submits a false affidavit pursuant to this Resolution or the Permittee violates the Act or the Resolution during the term of this Contract, even if the Permittee was not in violation at the time it submitted its affidavit.

**ARTICLE 14**  
**Rules, Regulations and Permits**

14.01 Rules and Regulations: The Permittee shall comply with all applicable Ordinances of the County, specifically including the Rules and Regulations of the Department contained in Chapter 25 of the Code of Miami-Dade County, Operational Directives and Safety Related Operational Directives issued thereunder, and all applicable laws, ordinances, regulations and rules of the Federal, State and County Government, and all plans and programs developed in compliance therewith, as the same may be amended from time to time.

14.02 Violations of Rules and Regulations: The Permittee agrees to pay on behalf of the County any penalty, assessment or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Permittee, its agents, employees, contractors, or subcontractors, have violated any law, ordinance, regulation or rule described in Article 14.01 above while operating under the authority of this Permit. The Permittee further agrees that the substance of this Article 14.02 and Article 14.01 above shall be included in every contract and other agreement, which the Permittee may enter into related to its operations and activities under this Permit and that any such contract and other agreement shall specifically provide that “Miami-Dade County Florida is a third party beneficiary of this and related provisions.” This provision shall not constitute a waiver of any other conditions of this Permit prohibiting or limiting assignments or subcontracting.

14.03 Permits, Licenses and Bonds: The Permittee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses, bonds, and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Permit, by any Federal, State or County governmental entity or any judicial body having jurisdiction over the Permittee or the Permittee's operations and activities hereunder and for any and all operations conducted by the Permittee, including ensuring that all legal requirements, permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from the Miami-Dade County Regulatory and Economic Resources, Division of Environmental Resources Management (DERM). Employees performing meteorological, navigation and dispatching services are required to hold an FAA Aircraft Dispatcher Certificate. Any maintenance and/or repair activities associated with the vehicles and motorized/non-motorized equipment of the Permittee shall be conducted **only** in areas designated for those activities and shall be properly permitted by DERM (Department of Environmental Regulation) pursuant to Chapter 24, Miami-Dade County Code. Upon written request of MDAD, the Permittee shall provide to MDAD copies of any permits and licenses, and applications therefore, which MDAD may request.

## **ARTICLE 15**

### **Civil Actions**

15.01 Governing Law/Venue: This Permit shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Permit shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

15.02 Notice of Commencement of Civil Action: In the event that the County or the Permittee commences a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Permit, the County and the Permittee agree to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4(c), Federal Rules of Civil Procedure. In such event the County and the Permittee agree to submit themselves to the jurisdiction of the court in which the action has been filed when initial service has been made in the following manner:

- (A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 592075, Miami, FL 33159.
- (B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

In the event that the County and/or the Permittee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of \$250.00 to plaintiff in such action, prior to answering the complaint.

15.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 15.02 above, and in addition thereto, the Permittee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Permittee is a natural person, its personal representative hereby submit themselves to the Jurisdiction of the Court of this State for any cause of action based in whole or in part on an alleged breach of this Permit.

## **ARTICLE 16**

### **Actions at Termination**

On or before the termination date of this Permit, except in the instance of termination pursuant to Article 11.01, in which event the Permittee shall be allowed up to five (5) calendar days, and provided that the Permittee is not in default in the payment of any fees or charges required to be paid herein, the Permittee shall remove all of its personal property from the Airport. Any personal property of the Permittee not removed from the Airport in accordance with this Article may be removed by the Department for storage at the cost of the Permittee. Failure on the part of the Permittee to reclaim its personal property within thirty (30) calendar days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County. Actions at termination regarding any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

## **ARTICLE 17**

### **Trust Agreement**

17.01 Incorporation of Trust Agreement and Bond Resolution by Reference: Notwithstanding any of the terms, provisions and conditions of this Permit, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement (link below) dated as of the 15<sup>th</sup> day of December , 2002, as amended from time to time, by and between the County and JP Morgan Chase Bank as Trustee, and Wachovia Bank, National Association as Co-Trustee, (the “Trust Agreement”), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Permit, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of MDAD during normal working hours.

The Amended and Restated Trust Agreement link:

<https://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf>

17.02 Adjustment of Terms and Conditions: If at any time during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of Airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and

conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

**17.03 Permittee Right to Terminate:** In the event that said fees and charges payable hereunder shall be increased substantially pursuant to Articles 17.02 above, the Permittee, at any time within one (1) year following the effective date of such increased fees and charges, may terminate this Permit by giving ninety (90) calendar days written notice to the County, without liability by either party to the other.

## **ARTICLE 18** **Other Provisions**

**18.01 Payment of Taxes:** The Permittee shall pay all taxes lawfully assessed against its operations hereunder; provided, however, that the Permittee shall not be deemed to be in default of its obligations under this Permit for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 11.05 hereof.

**18.02 Rights to be Exercised by Department:** Wherever in this Permit rights are reserved to the County, such rights may be exercised by the Department.

**18.03 Security:** The Permittee acknowledges and accepts full responsibility for the security and protection of its equipment and property on the Airport. The Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for protection of said equipment and property shall be the sole responsibility of the Permittee and shall involve no cost to the County.

**18.04 Rights of County at Airport:** The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to or to abandon, discontinue or demolish any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Permittee for business damages occasioned during the making of such repairs, alterations and additions or such abandonment, discontinuance or demolition, except those occasioned by the sole active negligence of the County, its employees, or agents.

**18.05 Federal Subordination:** This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of

the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

18.06 Notices: Any notices given under the provisions of this Permit shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

**1) To the County:**

to the Project Manager

Director  
Miami-Dade Aviation Department  
P. O. Box 025504  
Miami, FL 33102-8068

**2) To the Permittee, care of the General Manager, and to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Article 18.06. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

18.07 Severability: If this Permit contains any provision or the application thereof to either party to this Permit that is found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Permit without affecting the binding force of this Permit as it shall remain after omitting such provision.

18.08 Rights Reserved to County: All rights not specifically granted the Permittee by this Permit are reserved to the County.

18.09 Lien: The County shall have a lien upon all personal property of the Permittee on the Airport to secure the payment to the County of any unpaid monies accruing to the County under the terms of this Permit or any other contract between the County and the Permittee. The Permittee is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors

18.10 Authorized Uses Only: The Permittee shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Permittee under this Permit.

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is

explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

18.12 Right to Regulate: Nothing in this Permit shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Permittee or its operations. Notwithstanding any provision of this Permit, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building Department, the Planning and Zoning Department (as they may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of Permittee that relates in any way to the regulatory or quasi-judicial power of the County and the County shall be released and held harmless by Permittee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

18.13 Entirety of Permit: The parties hereto agree that this Permit sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

18.15 Binding Effect: The terms, conditions and covenants of this Permit shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment.

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

18.17 Employment Eligibility Verification (E-VERIFY): By entering into this Contract, the Permittee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Permittee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Permittee; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not

employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Permittee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Permittee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Permittee shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Permittee has otherwise complied with its requirements under those statutes, then Permittee agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Permittee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

18.18 First Source Hiring Referral Program (“FSHRP”): Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida (“CSSF”), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Permittee is free to fill its vacancies from other sources. Permittee will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Permittee performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>. Refer to Exhibit G.

18.19 Public Records and Contracts for Services Performed on behalf of Miami-Dade County: The Permittee shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Permittee upon

termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms of the agreement.

**IF THE PERMITTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; [JMIHAIC@MIAMI-AIRPORT.COM](mailto:JMIHAIC@MIAMI-AIRPORT.COM); MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.**

18.20 Whistleblower Protection: Permittee or its subcontractors, authorized to perform services on the Airport shall not take any Retaliatory Personnel Action against any employee or take any Retaliatory Action that affects the rights or interests of an employee in retaliation for making a complaint to any governmental entity, cooperating with an audit or investigation, participating in any administrative or judicial proceedings related to a GASP holders compliance or lack thereof with the GASP permit or any County policy, including those set forth in Section 25 of the Miami-Dade Code, or for participating in the activities or establishment of a workplace safety committee. A finding of Retaliatory Personnel Action by a GASP holder or its subcontractor may result in termination of the GASP permit under Article 11 of the GASP. Retaliatory personnel action shall mean the discharge, suspension, or demotion by an employer of an employee or any other adverse employment action taken by an employer, his or her agent, or any other person against an employee in the terms and conditions of employment.

18.21 Transition Period: It is in the County's best interests to ensure that MIA's operations are not interrupted or hindered by changes in its workforce every time an airline changes its service contractor, or when a service contractor contracts out work to a subcontractor, changes subcontractors, or in-houses previously subcontracted work. Therefore, establishing a worker retention requirement in this solicitation enables a transition period where employers are able to retain the existing workforce, making it less likely for the Airport to suffer a decrease in the quality of services or experience service disruptions due to losing experienced workers.

The Permittees shall extend written offers of employment to the employees of the immediately preceding Permittee or its Subcontractor at the Airport and retain such employees for a period of forty-five (45) calendar days unless the Permittee determines and demonstrates to the County that such employees are unnecessary for the provision of services. If the Permittees determine that one or more additional employees are needed for the provision of Services during the initial forty-five (45) day period, then it must first offer employment, in writing, to any qualified employees of the immediately preceding Permittee. Employees may be terminated for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Permittees or as required by state or federal law. Permittees shall additionally require their Subcontractors to

adhere to the same requirements when the Permittee subcontracts work it had previously performed through its own employees, and when the Permittee changes Subcontractors.

Within 45 calendar days of the expiration of the Contract, the Permittees shall provide a list of its employees and employees of each of their Subcontractors and their contact information, date of hire, and hours worked per week to the County. The Permittee shall include the foregoing language in its contracts with any Subcontractors. The County may request from the Permittees the aforementioned executed documents from the Proposer to determine compliance with the requirements of this paragraph. In the event of any failure by Permittees to comply with this worker retention requirement, the County shall provide written notice of such noncompliance. If the Selected Permittees does not achieve compliance with this provision within thirty (30) calendar days following the County's written notice, then written notice of termination may be provided by the County. The provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability.

#### 18.22 Supplier/Vendor Registration/Conflict of Interest:

a) **Supplier/Vendor Registration**

The Permittee shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Permittee's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Permittee's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Permittee confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>.

b) **Conflict of Interest and Code of Ethics**

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for

Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

#### 18.23 County User Access Program (UAP)

Not applicable.

#### 18.24 Prohibition Against Governmental Entity Contracts With Common Carrier or Contracted Carrier (Use if applicable or delete if not applicable to the Work/Services)

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as “Contract”), as applicable, the common carrier or contracted carrier (collectively referred to as “Carrier” or “Contractor”) is obligated to comply with the provisions of Section [908.111](#), Florida Statutes (“F.S.”), “Prohibition against governmental entity contracts with common carriers,” etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section [908.111](#), F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the Contractor shall be in the form attached to this Contract as **Exhibit M - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys’ fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

#### 18.25 Cybersecurity and Information Technology Procurement and Protection Program

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2 of the Code of Miami-Dade County](#), titled Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- (a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- (b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2 of the Code of Miami-Dade County](#), is not consistent with the best interests of the public; or,
- (c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Public Law 115-232](#), as that list may be amended from time.

Permittee's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

#### 18.26 Federal, State, and Local Compliance Requirements:

As applicable, Permittee shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Permittee is certifying that the Permittee is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Permittee shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Permittee for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Permittee. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Permittee prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Permittee shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Permittee, constitute a violation of any law or regulation to which Permittee is subject, including but not limited to laws and regulations requiring that Permittee conduct its operations in a safe and sound manner.

#### 18.27 Federal Aviation Administration (FAA) Provisions

##### Compliance with Nondiscrimination Requirements:

During the performance of this Agreement, the Permittee ("Contractor"), for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Attachment B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
  - viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
  - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
  - All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### 18.28 Force Majeure:

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided herein above, the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

#### 18.29 U.S. Soccer Federation 2026 World Cup

The terms of this Contract are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018 pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Contract, the Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contractor does not elect to terminate this Agreement within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at: <http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf>

#### 18.30 Survival

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

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

**BOARD OF COUNTY COMMISSIONERS  
OF MIAMI DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mayor

Attest: Clerk

By: \_\_\_\_\_  
Juan Fernandez-Barquin  
Clerk of the Court and Comptroller  
(COUNTY SEAL)

**PERMITTEE (If Individual or Partnership):**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

**WITNESSES TO ABOVE SIGNATURE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**PERMITTEE (If Corporation):**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Print Name

Attest: \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

Approved as to form and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

APPENDIX A  
SCOPE OF SERVICES  
**TO BE NEGOTIATED**

DRAFT

**ATTACHMENTS**

**General Aeronautical Service Permits (GASP)  
to Commercial Aircraft Operators and Airlines**

DRAFT



For the sole purpose of an oral presentation and/or recorded negotiation meeting and sessions, the listed individuals **shall not** be required to separately register as lobbyists or pay any registration fees, in accordance with [Ordinance No. 21-73, Relating to Conflict of Interest and Code of Ethics](#). The Lobbyist Registration Affidavit (*this Affidavit*) shall list all technical experts or employees of Principal whose normal scope of employment does not include lobbying and whose sole participation involves appearance at the meeting.

No individual shall appear before a Miami-Dade County evaluation, selection, technical review or similar committee or subcommittee, and/or recorded negotiation meeting or sessions involving the above-referenced procurement matter, unless specifically listed herein **or** registered as a lobbyist with the Clerk of the Board and has paid all applicable fees.

Nothing contained herein shall prohibit the Principal from amending any filed Lobbyist Registration Affidavit if any information changes and/or if additional individuals are authorized (by Principal) to participate in an oral presentation and/or recorded negotiation meeting and sessions. Amended Affidavit shall be filed by County Procurement staff with the Clerk of the Board, prior to the oral presentation and/or recorded negotiation meeting or sessions.

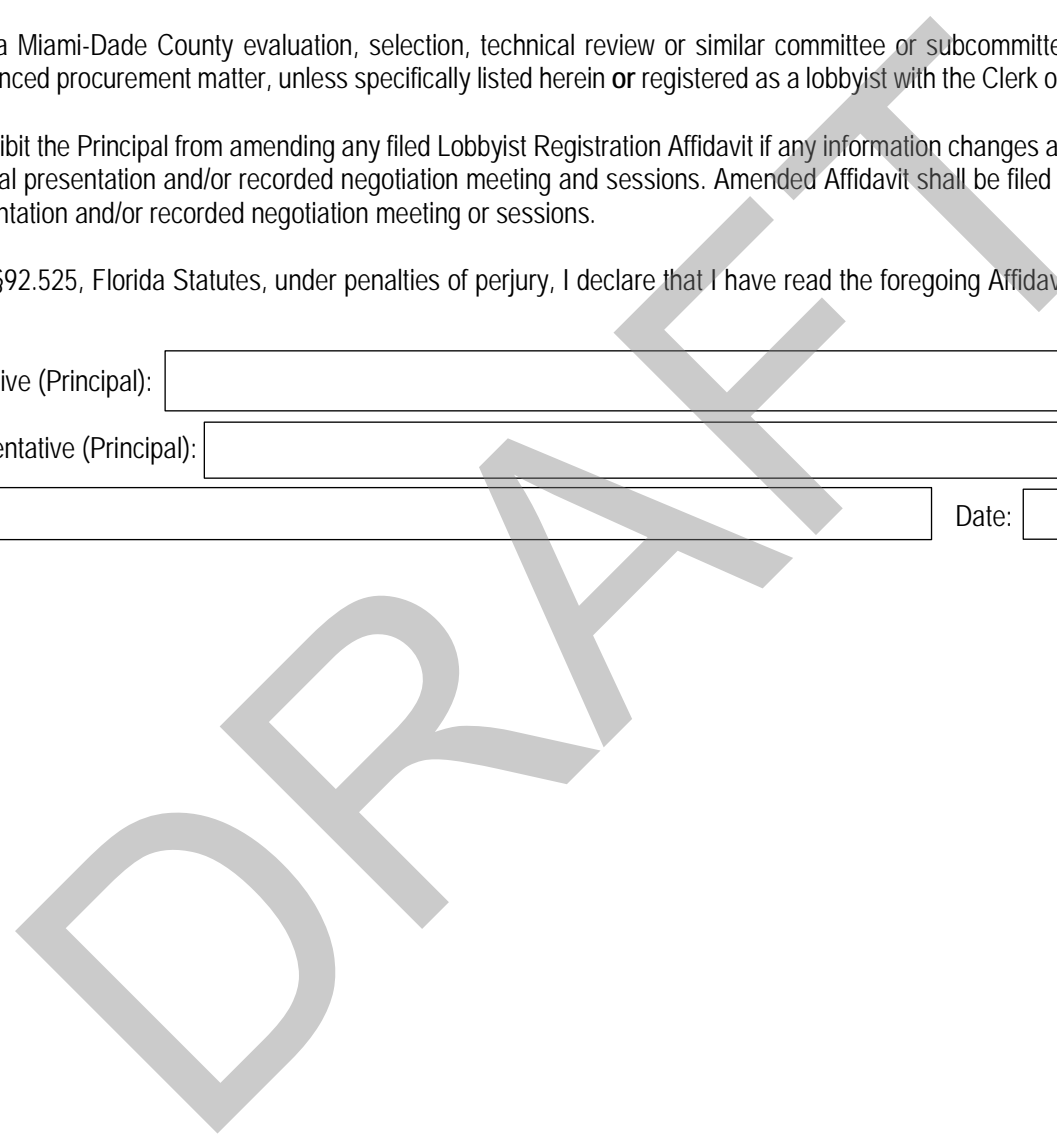
**Written Declaration:** Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Signature of Authorized Representative (Principal):

Printed Name of Authorized Representative (Principal):

Title:

Date:



## Attachment F



### Contractor Due Diligence Affidavit

In accordance with Miami-Dade County (County) Resolution No. [63-14](#), proposed vendors and contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board of County Commissioners for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances; and,
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All the above information shall be attached to the executed Contractor Diligence Affidavit (*this Affidavit*) and submitted to the procurement professional overseeing the acquisition process. The vendor/contractor attests to providing all the above information, as applicable, to the County.

**Written Declaration:** Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it and the information provided (hereto) are true, accurate, and complete.

Signature of Authorized Representative (Principal):

Printed Name of Authorized Representative (Principal):

Title:

Date:

Attachment G



**CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT**

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

\_\_\_\_\_ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)

Bidder's/Proposer's Legal Company Name  
of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative:

Title of Bidder's/Proposer's Authorized Representative:

Signature of Bidder's/Proposer's Authorized Representative:

Date:

# Memorandum



**Date:** May 22, 2009

**To:** George M. Burgess  
County Manager

**From:** José Abreu, P.E.  
Aviation Director

**Subject:** Ticketing Counter Allocation and Use Policy


The Airline Use Agreement ("AUA") between the County and each airline operating at Miami International Airport (MIA) includes a number of policies applicable to MIA. One of them is the Ticket Counter Policy contained in Exhibit E of the AUA. Section 2B of the AUA notes that the policies can be amended and provides that the Airline must comply with the Ticket Counter Policy, and all other policies "as such policies may be amended from time to time."

In Resolution No. R-331-01, the Board approved the AUA and specifically noted that "the Board recognizes that [the policies contained in] such exhibits and the agreements themselves may need to be modified from time to time based on changing circumstances." The Board therefore stated that it "authorizes the County Manager or designee to modify the Airline Use Agreement...to meet such change in circumstances." The authority of the County Manager or designee to amend the AUA itself carries with it the authority to amend a portion of it, such as the Ticket Counter Policy in Exhibit E.

In collaboration with the Miami Airport Affairs Committee (MAAC), the Miami-Dade Aviation Department has modified the attached "Terminal Ticket Counter Allocation & Use Policy." The goal of this policy is to maximize our business partners' (Exempt Airlines, Non-Exempt Airlines and the General Aeronautical Service Providers) use of the terminal ticket counters at MIA, as well as provide guidelines for the planning, assignment and use of all ticket counter positions. Attached is the final revision of this policy in which the MAAC has approved.

In order for the Department to officially adopt this revised version of the policy and place it in the Airline Use Agreement (AUA), previously approved by the Board of County Commissioners, it is necessary to receive your approval of the revision.

This memorandum serves as the Aviation Department's official request for authorization to revise the aforementioned policy.

Approved:  Date: 6/8/9 Not Approved: \_\_\_\_\_  
 George M. Burgess County Manager George M. Burgess County Manager

C: Ysela Llort, Assistant County Manager

## Key Policy Items

In working with the Miami Airport Affairs Committee (MAAC) the Miami-Dade Aviation Department has adopted the attached Terminal Ticket Counter Allocation and Use Policy. The goal of this policy is to maximize our Business Partners (Exempt Airlines, Non-Exempt Airlines and the General Aeronautical Service Providers) use of the terminal ticket counters as well as provide guidelines for the planning, assignment and use of all ticket counter positions.

- Previous policy drafted in May 2001 did not take into account a Common Use Terminal Equipment (CUTE) environment. CUTE allows the airport to allocate multiple airlines to the same resources as well as ease the cost and complexity of relocations.
- As of July 2003, airlines with less than 10 daily flight operations ceased leasing of ticket counters and were required to remove their proprietary equipment from the ticket counters to allow for the installation of CUTE. Only 7 operators at MIA remained with proprietary equipment and to date only 3 operators have retained the Exempt status. (Exempt Airlines: Delta, American and Continental)
- The policy allows for Exempt carriers to use their proprietary equipment and/or the use of CUTE. All 3 remaining Exempt carriers although having chosen to keep their proprietary equipment use CUTE either at the ticket counter or gate when necessary.
- This policy incorporates the format of the original policy in which reallocation of ticket counters occurs periodically to accommodate the changing levels of activity from carrier to carrier but also takes into account the fact that the proprietary remain the same and the CUTE ticket counters allow the airline to expand and contract their counter usage based on time and passenger levels.
- This policy allows for reallocation on the CUTE counters with maximum efficiency as well as reduces the cost to the airport for relocation of airlines due to construction or Terminal/Concourse emergency closures.
- This policy will also eliminate the previous barriers of setting-up counters that occurs when new carriers or charter companies desire immediate use of the airport facilities.
- The policy defines the Department's internal ticket counter allocation criteria which identifies the number of counters needed based on time of departure flight, aircraft type, passenger capacity, gate location as well as single and/or overlapping flights.
- The policy sets guidelines for conflict resolution as well as allocation of counters for future ticket sales.
- Unauthorized usage of counters is addressed in the policy and identifies penalties for such activity.
- The carrier's responsibility for cleanliness of ticket counters is detailed along with the Department's janitorial services/cleaning fees for non-adherence to this requirement.

**MDAD BUSINESS RETENTION & DEVELOPMENT DIVISION**

**REAL ESTATE MANAGEMENT & DEVELOPMENT**

**TERMINAL REAL ESTATE**

**TICKET COUNTER ALLOCATION & USE POLICY**

**April 1, 2009**

**This policy supersedes the former Exhibit E in the Airline Use Agreement (AUA) in its entirety.**

**I. INTRODUCTION**

Miami International Airport (MIA) operates under an environment that provides for proprietary and Common Use Terminal Equipment (CUTE) equipped ticket counters. The Miami-Dade Aviation Department (MDAD) has adopted this Terminal Ticket Counter Allocation and Use policy in order to:

- Maximize the flexibility in the assignment of Terminal ticket counters to airlines and General Aeronautical Service Providers (GASPs)
- Efficiently relocate airlines and GASPs when, and if, necessary
- Reduce costs associated with such airline and GASP relocations
- Relieve airlines and GASPs of the cost of investing, installing, and maintaining proprietary equipment at Terminal ticket counters
- Lower barriers and facilitate the entry of new airlines at MIA
- Provide flexibility and opportunity for existing airlines and GASPs to expand service at MIA

Changes in passenger activity, airline alliances, and the number of airlines serving MIA may result in competing carrier demands for available Terminal ticket counter positions. In order to maximize the flexibility of use, and to increase the efficiency of use, MDAD has installed CUTE at its Terminal ticket counters except for those ticket counters occupied by airlines with Exempt Airline status. See Section III for details on Exempt Airline status.

This policy presents the guidelines for the planning, assigning and use of all Terminal ticket counter positions to Exempt Airlines, non-exempt airlines and to GASPs in order to optimize the use of available Terminal ticketing positions in the best interest of the operation of MIA. MDAD reserves the right to modify, revise, or adjust this policy periodically in order to meet the objective of highest and best use in assigning Terminal ticket counters.

## **II. ADMINISTRATION**

The Real Estate Management Section of MDAD's Business Retention and Development Division manages all terminal and support space allocation at MIA. Its function includes the planning and assignment of the available Terminal ticket counter positions for the numerous domestic and foreign flag airlines, both exempt and non-exempt, as well as GASPs, operating at MIA.

The planning and scheduling of Terminal ticket counter positions is based on airlines' and GASPs proposed schedules submitted to MDAD's Airside Operations Division, Advance Planning and Scheduling Section, in accordance with this policy.

The Real Estate Management Section and MDAD's Airside Operations Division, Aircraft Gate Control Section, jointly, will make their best effort to provide the Terminal ticket counter positions necessary for an airline's or GASP's level of activity and in close proximity to the assigned gate(s). This cooperative effort will ensure the highest and best use of all Terminal ticket counter positions with the least amount of inconvenience to the airlines and passengers.

## **III. EXEMPT AIRLINES**

There are certain MIA Terminal ticket counters which are used and occupied by Exempt Airlines using their proprietary equipment.

The initial Exempt Airlines included those airlines operating at MIA as of July 1, 2003, (the CUTE Effective Date), and whose flight schedules during the period of October 1<sup>st</sup>, 2001 through September 30<sup>th</sup> 2002, required the use of Terminal ticket counters for at least fifteen (15) continuous hours to handle at least ten (10) daily departures.

For the purposes of this policy, in addition to an Exempt Airline, Exempt Airline status shall include: 1) any airline operating at MIA for the benefit of the Exempt Airline under the same or substantially similar livery as the Exempt Airline and: (a) is owned by the Exempt Airline, or (b) is a subsidiary of the same corporate parent of the Exempt Airline, or (c) is under contract to the Exempt Airline in respect of such operation; or 2) any airline handled by the Exempt Airline under the provisions of the Airline Use Agreement, to the extent that those airlines are operating at the Exempt Airline's Terminal ticket counter or contiguous CUTE Terminal ticket counters at MIA for which CUTE charges will be incurred

The status of each airline will be reviewed periodically, but not more than twice annually, to determine if it meets the Exempt Airline qualification. Any airline with at least ten (10) average daily departures during the review period and that has signed the Airline Use Agreement will qualify as an Exempt Airline to lease ticket counters for the purpose of installing proprietary equipment at the Exempt Airline's cost. MDAD will analyze each Exempt Airline's schedule to determine the number of ticket counters, if any, an Exempt Airline may be allowed to lease.

Any airline that is eligible for Exempt Airline qualification may elect to use CUTE-equipped Terminal ticket counters if CUTE Terminal ticket counters are available.

An Exempt Airline, by written notice from MDAD, may be required to relinquish the exclusive lease of its Terminal ticket counters if an Exempt Airline adjusts its schedule to the degree that it falls below an average of ten (10) daily departures at MIA during the review period. In such event, the Exempt Airline will also be required to remove its proprietary equipment at its own cost and its status as an Exempt Airline will be revoked.

#### **IV. PLANNING & ALLOCATION**

##### **A. Schedule Submission – New Service/Changes to Existing Service:**

Any airline starting new service at MIA, all existing airlines and GASPs expanding or reducing service at MIA, shall submit their proposed schedule to Advance Planning & Scheduling Section within 30 days of the proposed effective date. Failure to do so may result in the inability of MDAD to provide adequate CUTE Terminal ticket counter positions or to adjust shared ticket counter requirements.

Charter or ad-hoc flight schedules must be submitted a minimum of 7 days in advance of the flight. Failure to do so may result in the inability of MDAD to provide adequate CUTE Terminal ticket counter positions or to adjust shared ticket counter requirements.

Airlines and GASPs should seek confirmation of sufficient ticket counter capacity to accommodate proposed flight activity from MDAD before making any flights public or operating any flights from MIA. Failure to do so may result in the inability of MDAD to provide adequate CUTE Terminal ticket counter positions or to adjust shared ticket counter requirements.

##### **B. Advance Terminal Ticket Counter Planning Process:**

At least 30 days prior to the semi-annual, seasonal time changes, airlines and GASPs operating at MIA are required to submit to Advance Planning & Scheduling their proposed flight schedule for the upcoming period. This information will be used for forecasting the terminal ticket counter allocations. The proposed flight schedule shall include:

- 1) Flight numbers
- 2) Days of operation
- 3) Hours of operation
- 4) Aircraft type and series
- 5) Passenger capacity
- 6) Requested number of ticket counter positions

Real Estate Management will determine the actual number of ticket counters and ticket counter location to assign by comparing the number of requested positions to the ticket counter allocation criteria as follows:

- 1) Aircraft type and series (Narrow body or Wide body)
- 2) Ticket counter availability
- 3) Ticket counter location vs. departure gate location
- 4) Ticket counter type (Linear or Pod)
- 5) Single vs. multiple/overlapping flights

The computation of number of ticket counter positions allocated will include all airline or GASP flight activity plus any other airline(s) handled by the airline or GASP.

For Exempt Airlines, MDAD will allocate and lease to the Exempt Airlines the number of ticket counter positions that are necessary to accommodate the passenger ticketing process.

If desired, an airline or GASP may request additional ticket counter positions than initially allocated. MDAD will allocate additional ticket counter positions only if counter area is available and use is justified.

During normal operations, an airline or GASP will be permitted to occupy its assigned CUTE ticket counters four (4) hours prior to its scheduled departure time (SDT). Airline and GASP are required to vacate the CUTE ticket counters one-half (1/2) hour after its SDT, except in cases of a flight delay or a flight cancellation which requires additional time for processing of passengers as referenced in Section IV.E.

Real Estate Management will allocate no less than 4 CUTE ticket counter positions to airlines and GASPs for narrow body aircraft (less than 150 passenger seats; refer to below for aircraft with less than 30 passenger seats), and will allocate no less than 7 CUTE ticket counter positions to airlines and GASPs for wide body aircraft (greater than 150 passenger seats). An airline or GASP with aircraft having less than 30 passenger seats will require fewer ticket counter positions than the guidelines outlined above. MDAD will allocate a reasonable number of CUTE ticket counter positions for these flights based on the justified need of the airline or GASP taking into consideration all of the relevant factors, but in no event less than 2 positions. These guidelines are based upon a single flight within the 4 ½ hour processing period (4 hours prior and ½ hour after SDT).

#### C. Terminal Ticket Counter and CUTE Allocation, Assignment and Confirmation:

Either the day before or on the day of the flight, the airline or GASP requiring CUTE Terminal ticket counter(s) for a departing flight shall contact Airside Real-Time Operations and confirm its daily flight schedule. This confirmation shall include:

- 1) Departure flight number(s)
- 2) Aircraft and series type
- 3) Departure flight time

Within one (1) hour of receiving this information from the airline or GASP, Airside Real-Time Operations will then confirm the assigned CUTE Terminal ticket counter positions and hours of operations.

In the event an airline or GASP disagrees with the number of Terminal ticket counters allocated, it will be required to present its business case to Real Estate Management during regular business hours in order to justify its request. Real Estate Management will make a determination after considering the merits of the case and ticket counter availability.

If an airline or GASP disagrees with the number of allocated Terminal ticket counters or their assignment after business hours, on a holiday, or during a weekend, Aircraft Gate Control will make every attempt to accommodate the request of the airline or GASP, based on CUTE Terminal ticket counter availability, without encroaching on another airline's Terminal ticket counter assignment. The disagreement will be reported to Real Estate Management for resolution.

D. Future Ticketing:

Airlines or GASPs that desire to operate a CUTE Terminal ticket counter for additional hours to conduct advanced ticket operations or as a service center may, upon request and approval, be assigned available CUTE Terminal ticket counters by Real Estate Management for specific days and times. Requests should be made at least five (5) days in advance of use. Should MDAD have CUTE Terminal ticket counter positions available, requests will be allocated on a first-come, first-served basis.

E. Flight Delays & Cancellations:

When flight delays or cancellations occur which cause an airline or GASP to extend the use of its allocated ticket counters, and such extension interferes with the CUTE Terminal ticket counter assignment schedule, the airline or GASP experiencing the delay or cancellation will notify Airside Real Time Operations and will be relocated to the next available group of CUTE ticket counters at the end of its scheduled ticket counter allocation period, if necessary. Alternatively, if necessary and without causing undue disruption, the airline or GASP scheduled to use the ticket counter during the extended time period of the delayed airline will instead be relocated to the next available group of CUTE ticket counters.

F. Conflict Resolution:

In the event of a CUTE Terminal ticket counter assignment dispute, MDAD, at its sole discretion, will resolve the dispute. MDAD's decision is final.

**V. Terminal Ticket Counter Unauthorized Use**

Unauthorized use of Terminal ticket counters is strictly prohibited. Any airline or GASP that utilizes Terminal ticket counter positions without MDAD authorization is liable for double CUTE usage rentals and fees pursuant to the CUTE Pricing Policy.

**VI. Cleanliness of Terminal Ticket Counter**

Any user of the CUTE Terminal ticket counter positions shall leave the premises in a clean and orderly manner. The premises will be cleaned daily by MDAD in accordance with airport standards. Should an airline or GASP leave the premises in an unkempt condition, MDAD Terminal Operations will order janitorial services on demand and the airline or GASP that caused such conditions will be assessed a \$250 cleaning fee.

**VII. International Re-Check CUTE Ticket Counter Positions**

Real Estate Management will assign the international passenger re-check CUTE ticket counter positions upon request by an airline or GASP, subject to availability.

# Guest Services - Features



## Storage

5 chairs nest in less than 7 linear feet!



Mini docking



Docking station



Corral

## Technical specification

Overall dimensions	Inch/mm*	Accessories	Inch/mm*
Width - outside back rear wheels	27/686	Side mount O2 holder - Width of chair when installed	30/762
Length - back of anti-tip wheel to front of front caster cap	28/712		
Seat to floor - front of frame	21.7/552	Security pole - height floor to tip (installed)	75/1905
Seat to floor - at cushion fold	19.5/496		
Back height - frame at cushion fold to top of push bar	22/559	<b>Weight</b>	
Seat width - widest point, at the cushion fold	20/508	Chair weight	64lbs (29kg)
Armrest height - floor to top of the front of armrest	31/788	Occupancy capacity	600lbs (272kg)
Footrest - front of front caster cap to front of footrest with footrest in usage position	5/127	<b>Colors</b>	
Luggage rack cube - length x width x height.	23x19x11/ 585x483x280	Color options available on request	
<b>Nesting</b>			<b>Inch/mm*</b>
Front of front caster (in nested orientation) to rear of back wheel - first chair			27.5 / 699
Each additional chair, amount added when two chairs are nested			11.4 / 290
Last (back) chair - back of the rear wheel to the back of the anti-tip wheel			5.3 / 135

\*Millimeter measurements are rounded up to the highest whole digit.

## **ATTACHMENTS**

General Aeronautical Service Permits (GASP)  
to Commercial Aircraft Operators and Airlines

DRAFT

**EXHIBIT A**  
**Two-Year Passenger Traffic at MIA for fiscal years**  
**2020/21 and 2021/22**

DRAFT

**Exhibit A**  
**Two-Year Passenger Traffic at MIA**  
**(Fiscal Year 2020 - 2021)**

<b>FY 2020 (10/1/19 - 9/30/20)</b>	<b>Domestic</b>	<b>Domestic</b>	<b>Int'l.</b>	<b>Int'l.</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>
<b>MONTH</b>	<b>Arrival</b>	<b>Departure</b>	<b>Arrival (DPs)</b>	<b>Departure (Eps)</b>	<b>Arrival (DPs)</b>	<b>Departure (EPs)</b>	<b>Passengers</b>
OCT	810,535	784,323	786,194	766,437	1,596,729	1,550,760	3,147,489
NOV	881,407	853,822	859,034	844,303	1,740,441	1,698,125	3,438,566
DEC	1,115,734	1,015,879	963,751	984,308	2,079,485	2,000,187	4,079,672
JAN	1,034,678	1,075,329	1,005,224	909,147	2,039,902	1,984,476	4,024,378
FEB	973,339	984,303	896,876	876,391	1,870,215	1,860,694	3,730,909
MAR	532,328	607,393	507,357	513,134	1,039,685	1,120,527	2,160,212
APRIL	424,009	455,111	218,516	238,021	642,525	693,132	1,335,657
MAY	110,901	110,490	13,281	22,238	124,182	132,728	256,910
JUNE	277,576	279,083	33,028	37,675	310,604	316,758	627,362
JULY	339,891	338,540	70,082	81,973	409,973	420,513	830,486
AUG	332,956	342,748	102,793	95,625	435,749	438,373	874,122
SEPT	332,982	328,661	110,303	104,675	443,285	433,336	876,621
<b>TOTAL</b>	<b>7,166,336</b>	<b>7,175,682</b>	<b>5,566,439</b>	<b>5,473,927</b>	<b>12,732,775</b>	<b>12,649,609</b>	<b>25,382,384</b>

<b>FY 2021 (10/1/20 - 9/30/21)</b>	<b>Domestic</b>	<b>Domestic</b>	<b>Int'l.</b>	<b>Int'l.</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>
<b>MONTH</b>	<b>Arrival</b>	<b>Departure</b>	<b>Arrival (DPs)</b>	<b>Departure (Eps)</b>	<b>Arrival (DPs)</b>	<b>Departure (EPs)</b>	<b>Passengers</b>
OCT	402,972	382,837	192,843	193,422	595,815	576,259	1,172,074
NOV	487,957	460,994	292,369	320,463	780,326	781,457	1,561,783
DEC	476,806	399,177	374,215	434,404	851,021	833,581	1,684,602
JAN	695,918	724,685	353,790	320,559	1,049,708	1,045,244	2,094,952
FEB	605,779	593,451	221,202	237,373	826,981	830,824	1,657,805
MAR	904,974	884,122	345,724	338,166	1,250,698	1,222,288	2,472,986
APRIL	975,340	999,278	426,082	419,031	1,401,422	1,418,309	2,819,731
MAY	1,125,036	1,122,913	533,891	556,456	1,658,927	1,679,369	3,338,296
JUNE	1,104,193	1,116,866	620,441	659,881	1,724,634	1,776,747	3,501,381
JULY	1,191,398	1,195,524	746,959	720,790	1,938,357	1,916,314	3,854,671
AUG	1,025,149	1,061,527	618,726	631,623	1,643,875	1,693,150	3,337,025
SEPT	862,047	850,772	499,069	511,894	1,361,116	1,362,666	2,723,782
<b>TOTAL</b>	<b>9,857,569</b>	<b>9,792,146</b>	<b>5,225,311</b>	<b>5,344,062</b>	<b>15,082,880</b>	<b>15,136,208</b>	<b>30,219,088</b>

**EXHIBIT B**  
**Commercial Flight Operations and Passengers by Airlines for**  
**fiscal years 2019/20, 2020/21 and 2021/22**

DRAFT

**EXHIBIT B  
(FY 2019/20)**

**Miami-Dade Aviation Department  
Aviation Statistics  
Passenger Carry  
Facility: MIA Units: Passengers**

**Current Year:10/2019 -09/2020**

**Prior Year:10/2018 -09/2019**

Domestic		International		Total Passengers	% Change	Operator	Total Passengers	Domestic		International	
Arrival	Departure	Arrival	Departure					Arrival	Departure	Arrival	Departure
4,874,564	4,866,297	2,821,741	2,732,990	15,295,592	-44.31%	American Airlines Inc	27,465,185	8,124,097	8,109,637	5,769,849	5,461,602
767,953	760,946	138,187	73,686	1,740,772	-48.14%	Envoy Air Inc	3,356,860	1,386,609	1,409,835	365,460	194,956
718,178	724,838	36,947	32,395	1,512,358	-44.11%	Delta Air Lines Inc	2,705,982	1,280,228	1,276,622	77,593	71,539
436,130	454,926	0	0	891,056	-29.21%	United Airlines, Inc	1,258,702	626,600	632,102	0	0
314,956	313,941	0	0	628,897	60.72%	Frontier Airlines	391,300	197,390	193,910	0	0
2,653	1,329	230,485	230,531	464,998	-44.53%	Swift Air LLC	838,295	3,669	2,670	416,524	415,432
0	0	180,334	186,277	366,611	-54.90%	Avianca - Aerovias Nacionales de Colombia SA	812,972	0	0	409,074	403,898
0	0	169,783	181,383	351,166	-51.34%	TAM Linhas Aereas SA	721,610	0	0	367,908	353,702
0	0	152,024	154,930	306,954	-49.62%	COPA Airlines	609,314	0	0	309,811	299,503
0	0	119,353	124,496	243,849	-62.34%	British Airways	647,536	0	0	313,079	334,457
0	0	108,544	110,277	218,821	-43.38%	Air Canada	386,463	0	0	187,061	199,402
0	0	104,348	105,011	209,359	-46.36%	Lufthansa Airlines	390,323	0	0	190,930	199,393
0	0	89,442	94,192	183,634	-47.19%	LATAM Airlines Group SA	347,704	0	0	176,993	170,711
0	0	84,409	90,877	175,286	-48.63%	Air France	341,217	0	0	168,343	172,874
0	0	82,691	80,620	163,311	-55.49%	Iberia LAE SA Operadora	366,901	0	0	184,476	182,425
0	0	72,012	79,016	151,028	-51.09%	Aerolineas Argentinas	308,800	0	0	153,116	155,684
0	0	72,917	74,661	147,578	-52.55%	Lan Peru Airlines	311,011	0	0	152,956	158,055
0	0	71,907	73,781	145,688	-38.36%	Swiss International Air Lines Ltd	236,350	0	0	115,936	120,414
0	0	60,105	61,802	121,907	-42.04%	Turkish Airlines	210,342	0	0	103,214	107,128
0	0	58,139	60,296	118,435	-47.42%	Aerovias de Mexico SA de CV	225,231	0	0	112,184	113,047
0	0	56,342	58,463	114,805	-45.39%	Virgin Atlantic Airways Ltd	210,245	0	0	101,292	108,953
0	0	51,176	57,771	108,947	-40.70%	Transportes Aereos Portugueses SA aka TAP Portugal	183,716	0	0	89,289	94,427
0	0	47,809	48,074	95,883	-51.37%	TACA - Grupo TACA	197,167	0	0	97,793	99,374
0	0	42,033	43,591	85,624	-52.45%	Air Europa Lineas Aereas SA	180,078	0	0	87,657	92,421
0	0	39,440	43,336	82,776	-14.68%	Norwegian Air UK Ltd	97,021	0	0	45,643	51,378
0	0	37,075	43,671	80,746	-42.72%	Qatar Airways	140,961	0	0	69,339	71,622
0	0	36,759	37,639	74,398	-53.76%	TACA Peru	160,896	0	0	79,957	80,939
0	0	38,968	34,388	73,356	8.65%	Boliviana de Aviacion	67,516	0	0	33,695	33,821
0	0	35,480	35,439	70,919	-55.99%	Lan Argentina	161,150	0	0	81,209	79,941

**EXHIBIT B  
(FY 2019/20)**

**Miami-Dade Aviation Department  
Aviation Statistics  
Passenger Carry  
Facility: MIA Units: Passengers**

Current Year:10/2019 -09/2020						Prior Year:10/2018 -09/2019					
Domestic		International		Total Passengers	% Change	Operator	Total Passengers	Domestic		International	
Arrival	Departure	Arrival	Departure					Arrival	Departure	Arrival	Departure
0	0	34,465	33,799	68,264	-57.55%	Alitalia-Societa' Aerea Italiana SPA	160,812	0	0	80,221	80,591
0	0	31,415	30,769	62,184	-10.18%	SAS Scandinavian Airlines	69,234	0	0	34,788	34,446
0	0	30,339	31,409	61,748	-63.79%	Bahamasair Holdings Ltd	170,531	0	0	86,057	84,474
13,244	12,230	16,100	18,143	59,717	-3.52%	Generic Cash and GA Account	61,896	3,736	2,442	29,678	26,040
27,213	28,215	242	0	55,670	-14.86%	Sun Country Airlines	65,387	33,088	32,299	0	0
0	0	25,921	28,210	54,131	-24.53%	Fast Colombia SAS dba Viva Air Colombia	71,728	0	0	39,315	32,413
0	0	25,552	26,450	52,002	-61.77%	ABC Aerolineas S.A. de CV dba Interjet	136,011	0	0	66,425	69,586
0	0	24,572	24,524	49,096	-51.37%	Cayman Airways Ltd	100,948	0	0	48,480	52,468
1,129	1,167	27,656	18,259	48,211	-30.81%	Eastern Airlines LLC	69,681	3,120	4,770	34,016	27,775
0	0	22,165	24,003	46,168	-49.08%	Public Joint Stock Company -Aeroflot - Russian Air	90,660	0	0	44,609	46,051
0	0	22,707	23,236	45,943	-48.40%	Concesionaria Vuela Compania de Aviacion SAPI de C	89,039	0	0	46,373	42,666
0	0	23,501	22,282	45,783	-48.26%	Air Italy SPA	88,484	0	0	45,771	42,713
0	0	22,797	21,836	44,633	-53.11%	Caribbean Airlines Limited CO	95,179	0	0	48,191	46,988
0	0	20,509	19,504	40,013	-47.36%	El Al Israel Airlines	76,012	0	0	38,213	37,799
337	202	19,232	19,593	39,364	-27.81%	Sunwing Airlines Inc	54,532	2,137	45	24,468	27,882
0	0	19,130	19,549	38,679	44.08%	LOT Polish Airlines Joint Stock Company	26,846	0	0	13,100	13,746
0	0	20,149	17,989	38,138	62.67%	Corsair S.A. dba Corsair International	23,445	0	0	11,815	11,630
0	0	17,807	19,120	36,927	-20.09%	WestJet, an Alberta Partnership	46,210	0	0	23,092	23,118
3,212	4,151	13,010	16,013	36,386	-49.65%	World Atlantic Airlines	72,268	11,663	9,408	25,424	25,773
0	0	18,004	15,670	33,674	-60.53%	Eurowings GmbH	85,305	0	0	45,820	39,485
0	0	16,400	17,235	33,635	-4.07%	KLM Royal Dutch Airlines	35,061	0	0	17,591	17,470
0	0	15,940	16,220	32,160	-73.13%	GOL Linhas Aereas SA Inc	119,708	0	0	60,159	59,549
0	0	15,351	15,035	30,386	-46.23%	Aer Lingus Limited	56,506	0	0	28,258	28,248
0	0	15,544	14,777	30,321	-25.31%	Finnair Airlines OYJ	40,595	0	0	20,912	19,683
0	0	10,489	10,946	21,435	-56.06%	Surinam Airways	48,777	0	0	24,474	24,303
0	0	8,810	7,916	16,726	-42.20%	Royal Air Maroc	28,937	0	0	14,271	14,666
0	0	4,824	7,423	12,247	-66.02%	TUI Airlines Nederland BV dba TUifly	36,042	0	0	9,413	26,629
5,810	5,840	0	0	11,650	43.10%	Republic Airline Inc	8,141	4,255	3,886	0	0

**EXHIBIT B  
(FY 2019/20)**

**Miami-Dade Aviation Department  
Aviation Statistics  
Passenger Carry  
Facility: MIA Units: Passengers**

Current Year:10/2019 -09/2020						Prior Year:10/2018 -09/2019					
Domestic		International		Total Passengers	% Change	Operator	Total Passengers	Domestic		International	
Arrival	Departure	Arrival	Departure					Arrival	Departure	Arrival	Departure
0	0	3,773	3,212	6,985	-83.03%	Austrian Airlines	41,151	0	0	19,219	21,932
764	1,410	424	303	2,901	-76.59%	Miami Air International Inc	12,393	2,157	2,271	4,215	3,750
0	0	826	899	1,725	-95.39%	Aruba Airlines International LLC	37,418	0	0	18,159	19,259
188	188	179	0	555	80.78%	National Air Cargo Group dba National Airlines MUA	307	305	2	0	0
0	0	145	0	145	100.00%	Air Century S.A.	0	0	0	0	0
2	0	7	8	17	-43.33%	IBC Airways Inc	30	0	0	30	0
2	1	4	2	9	-94.44%	National Jets	162	4	7	88	63
1	1	0	0	2	-84.62%	Exec Air of Naples	13	7	6	0	0
0	0	0	0	0	-100.00%	Aerovias de Integracion AIRES dba LAN Colombia	98,821	0	0	53,024	45,797
0	0	0	0	0	-100.00%	Avior Airlines CA	68,279	0	0	35,219	33,060
0	0	0	0	0	-100.00%	OceanAir Linhas Aereas S.A. dba Avianca Brasil	60,439	0	0	31,555	28,884
0	0	0	0	0	-100.00%	TUI Airlines Belgium NV dba TUIfly	52,159	0	0	25,609	26,550
0	0	0	0	0	-100.00%	WOW Air	44,316	0	0	20,368	23,948
0	0	0	0	0	-100.00%	XL Airways France	20,725	0	885	9,952	9,888
0	0	0	0	0	-100.00%	Flair Airlines Ltd	8,622	0	0	4,898	3,724
0	0	0	0	0	-100.00%	Dynamic International Airways LLC	7,925	0	0	3,793	4,132
<b>****Report Total*</b>											
7,166,336	7,175,682	5,566,439	5,473,927	25,382,384	-44.59%		45,811,583	11,679,065	11,680,797	11,447,444	11,004,277

**EXHIBIT B  
(FY 2020/21)**

**Miami-Dade Aviation Department  
Aviation Statistics  
Passenger Carry  
Facility: MIA Units: Passengers**

**Current Year:10/2020 -09/2021**

**Prior Year:10/2019 -09/2020**

Domestic		International		Total Passengers	% Change	Operator	Total Passengers	Domestic		International	
Arrival	Departure	Arrival	Departure					Arrival	Departure	Arrival	Departure
5,830,344	5,750,812	3,275,157	3,359,649	18,215,962	19.09%	American Airlines Inc	15,295,592	4,874,564	4,866,297	2,821,741	2,732,990
810,372	798,445	206,931	218,415	2,034,163	16.85%	Envoy Air Inc	1,740,772	767,953	760,946	138,187	73,686
985,354	1,020,640	1,331	0	2,007,325	32.73%	Delta Air Lines Inc	1,512,358	718,178	724,838	36,947	32,395
622,973	626,409	63,994	62,385	1,375,761	118.76%	Frontier Airlines	628,897	314,956	313,941	0	0
621,620	607,475	0	179	1,229,274	37.96%	United Airlines, Inc	891,056	436,130	454,926	0	0
545,303	543,663	0	0	1,088,966	100.00%	Southwest Airlines	0	0	0	0	0
393,562	398,466	9,936	8,875	810,839	100.00%	JetBlue Airways Corporation	0	0	0	0	0
0	0	259,231	271,305	530,536	72.84%	COPA Airlines	306,954	0	0	152,024	154,930
0	0	211,006	207,266	418,272	127.77%	LATAM Airlines Group SA	183,634	0	0	89,442	94,192
0	0	208,646	203,796	412,442	12.50%	Avianca - Aerovias Nacionales de Colombia SA	366,611	0	0	180,334	186,277
0	0	120,755	115,360	236,115	99.36%	Aerovias de Mexico SA de CV	118,435	0	0	58,139	60,296
4,760	4,376	94,691	95,278	199,105	-57.18%	Swift Air LLC	464,998	2,653	1,329	230,485	230,531
0	0	73,433	71,378	144,811	18.79%	Turkish Airlines	121,907	0	0	60,105	61,802
0	0	68,665	68,736	137,401	43.30%	TACA INTERNATIONAL AIRLINES S A	95,883	0	0	47,809	48,074
0	0	65,246	66,306	131,552	143.03%	Fast Colombia SAS dba Viva Air Colombia	54,131	0	0	25,921	28,210
0	0	54,703	55,605	110,308	50.37%	Boliviana de Aviacion	73,356	0	0	38,968	34,388
0	0	55,765	52,520	108,285	-28.30%	Aerolineas Argentinas	151,028	0	0	72,012	79,016
0	0	43,421	60,928	104,349	-36.10%	Iberia LAE SA Operadora	163,311	0	0	82,691	80,620
4	127	37,275	39,817	77,223	60.18%	Eastern Airlines LLC	48,211	1,129	1,167	27,656	18,259
0	0	33,245	40,157	73,402	-64.94%	Lufthansa Airlines	209,359	0	0	104,348	105,011
0	0	34,913	36,114	71,027	54.60%	Concesionaria Vuela Compania de Aviacion SAPI de C	45,943	0	0	22,707	23,236
0	0	30,536	36,129	66,665	-61.97%	Air France	175,286	0	0	84,409	90,877
0	0	24,218	37,137	61,355	-74.84%	British Airways	243,849	0	0	119,353	124,496
499	539	31,180	27,056	59,274	62.90%	World Atlantic Airlines	36,386	3,212	4,151	13,010	16,013
0	60	37,043	21,491	58,594	-27.43%	Qatar Airways	80,746	0	0	37,075	43,671
26,246	27,072	632	117	54,067	-2.88%	Sun Country Airlines	55,670	27,213	28,215	242	0
0	0	24,012	22,802	46,814	1.40%	Public Joint Stock Company -Aeroflot - Russian Air	46,168	0	0	22,165	24,003
0	0	21,917	22,647	44,564	-27.83%	Bahamasair Holdings Ltd	61,748	0	0	30,339	31,409

**EXHIBIT B  
(FY 2020/21)**

**Miami-Dade Aviation Department  
Aviation Statistics  
Passenger Carry  
Facility: MIA Units: Passengers**

**Current Year:10/2020 -09/2021**

**Prior Year:10/2019 -09/2020**

Domestic		International		Total Passengers	% Change	Operator	Total Passengers	Domestic		International	
Arrival	Departure	Arrival	Departure					Arrival	Departure	Arrival	Departure
0	0	21,327	21,670	42,997	7.46%	El Al Israel Airlines	40,013	0	0	20,509	19,504
15,436	13,073	10,166	2,473	41,148	-31.09%	Generic Cash and GA Account	59,717	13,244	12,230	16,100	18,143
0	0	15,475	22,549	38,024	-65.10%	Transportes Aereos Portugueses SA aka TAP Portugal	108,947	0	0	51,176	57,771
0	0	16,611	16,032	32,643	22,412.41	Air Century SA clo Ultra Aviation Services Inc	145	0	0	145	0
0	0	11,371	16,221	27,592	-67.78%	Air Europa Lineas Aereas SA	85,624	0	0	42,033	43,591
0	0	12,632	12,397	25,029	-43.92%	Caribbean Airlines Limited CO	44,633	0	0	22,797	21,836
0	0	11,472	13,537	25,009	-82.83%	Swiss International Air Lines Ltd	145,688	0	0	71,907	73,781
0	0	12,642	11,707	24,349	-50.41%	Cayman Airways Ltd	49,096	0	0	24,572	24,524
0	0	9,289	9,402	18,691	100.00%	Aeroenlaces Nacionales dba VivaAerobus	0	0	0	0	0
0	0	4,436	5,942	10,378	-90.96%	Virgin Atlantic Airways Ltd	114,805	0	0	56,342	58,463
0	0	4,761	3,680	8,441	100.00%	Emirates	0	0	0	0	0
0	0	3,604	3,639	7,243	-81.27%	LOT Polish Airlines Joint Stock Company	38,679	0	0	19,130	19,549
0	0	3,538	3,285	6,823	-68.17%	Surinam Airways	21,435	0	0	10,489	10,946
532	620	103	80	1,335	100.00%	Global Crossing Airlines Inc	0	0	0	0	0
385	195	0	0	580	4.50%	National Air Cargo Group dba National Airlines MUA	555	188	188	179	0
119	114	2	0	235	100.00%	SkyWest Airlines, Inc	0	0	0	0	0
60	60	0	0	120	-99.95%	Air Canada	218,821	0	0	108,544	110,277
0	0	0	0	0	-100.00%	TAM Linhas Aereas SA	351,166	0	0	169,783	181,383
0	0	0	0	0	-100.00%	Lan Peru Airlines	147,578	0	0	72,917	74,661
0	0	0	0	0	-100.00%	Norwegian Air UK Ltd	82,776	0	0	39,440	43,336
0	0	0	0	0	-100.00%	TACA Peru	74,398	0	0	36,759	37,639
0	0	0	0	0	-100.00%	Lan Argentina	70,919	0	0	35,480	35,439
0	0	0	0	0	-100.00%	Alitalia-Societa' Aerea Italiana SPA	68,264	0	0	34,465	33,799
0	0	0	0	0	-100.00%	SAS Scandinavian Airlines	62,184	0	0	31,415	30,769
0	0	0	0	0	-100.00%	ABC Aerolineas S.A. de CV dba Interjet	52,002	0	0	25,552	26,450
0	0	0	0	0	-100.00%	Air Italy SPA	45,783	0	0	23,501	22,282
0	0	0	0	0	-100.00%	Sunwing Airlines Inc	39,364	337	202	19,232	19,593

**EXHIBIT B  
(FY 2020/21)**

**Miami-Dade Aviation Department  
Aviation Statistics  
Passenger Carry  
Facility: MIA Units: Passengers**

Current Year:10/2020 -09/2021						Prior Year:10/2019 -09/2020					
Domestic		International		Total Passengers	% Change	Operator	Total Passengers	Domestic		International	
Arrival	Departure	Arrival	Departure					Arrival	Departure	Arrival	Departure
0	0	0	0	0	-100.00%	Corsair S.A. dba Corsair International	38,138	0	0	20,149	17,989
0	0	0	0	0	-100.00%	WestJet, an Alberta Partnership	36,927	0	0	17,807	19,120
0	0	0	0	0	-100.00%	Eurowings GmbH	33,674	0	0	18,004	15,670
0	0	0	0	0	-100.00%	KLM Royal Dutch Airlines	33,635	0	0	16,400	17,235
0	0	0	0	0	-100.00%	GOL Linhas Aereas SA Inc	32,160	0	0	15,940	16,220
0	0	0	0	0	-100.00%	Aer Lingus Limited	30,386	0	0	15,351	15,035
0	0	0	0	0	-100.00%	Finnair Airlines OYJ	30,321	0	0	15,544	14,777
0	0	0	0	0	-100.00%	Royal Air Maroc	16,726	0	0	8,810	7,916
0	0	0	0	0	-100.00%	TUI Airlines Nederland BV dba TUIfly	12,247	0	0	4,824	7,423
0	0	0	0	0	-100.00%	Republic Airline Inc	11,650	5,810	5,840	0	0
0	0	0	0	0	-100.00%	Austrian Airlines	6,985	0	0	3,773	3,212
0	0	0	0	0	-100.00%	Miami Air International Inc	2,901	764	1,410	424	303
0	0	0	0	0	-100.00%	Aruba Airlines International LLC	1,725	0	0	826	899
0	0	0	0	0	-100.00%	IBC Airways Inc	17	2	0	7	8
0	0	0	0	0	-100.00%	National Jets	9	2	1	4	2
0	0	0	0	0	-100.00%	Exec Air of Naples	2	1	1	0	0
<b>****Report Total*</b>											
9,857,569	9,792,146	5,225,311	5,344,062	30,219,088	19.06%		25,382,384	7,166,336	7,175,682	5,566,439	5,473,927

**EXHIBIT B  
(FY 2021/22)**

**Miami-Dade Aviation Department  
Aviation Statistics  
Passenger Carry  
Facility: MIA Units: Passengers**

**Current Year:10/2021 -09/2022**

**Prior Year:10/2020 -09/2021**

Domestic		International		Total Passengers	% Change	Operator	Total Passengers	Domestic		International	
Arrival	Departur	Arrival	Departur					Arrival	Departur	Arrival	Departur
8,849,683	8,819,171	5,493,799	5,587,780	28,750,433	57.83%	American Airlines Inc	18,215,962	5,830,344	5,750,812	3,275,157	3,359,649
1,067,577	1,062,821	306,865	313,514	2,750,777	35.23%	Envoy Air Inc	2,034,163	810,372	798,445	206,931	218,415
1,301,297	1,363,027	842	198	2,665,364	32.78%	Delta Air Lines Inc	2,007,325	985,354	1,020,640	1,331	0
995,508	996,200	154,516	162,976	2,309,200	100.00%	Spirit Airlines Inc	0	0	0	0	0
872,430	848,254	0	0	1,720,684	58.01%	Southwest Airlines	1,088,966	545,303	543,663	0	0
689,197	689,225	0	0	1,378,422	12.13%	United Airlines, Inc	1,229,274	621,620	607,475	0	179
539,097	534,578	138,598	137,016	1,349,289	-1.92%	Frontier Airlines	1,375,761	622,973	626,409	63,994	62,385
0	0	485,535	466,758	952,293	127.67%	LATAM Airlines Group SA	418,272	0	0	211,006	207,266
460,413	449,336	770	0	910,519	12.29%	JetBlue Airways Corporation	810,839	393,562	398,466	9,936	8,875
0	160	328,071	331,258	659,489	24.31%	COPA Airlines	530,536	0	0	259,231	271,305
119	92	310,344	301,707	612,262	48.45%	Avianca - Aerovias Nacionales de Colombia SA	412,442	0	0	208,646	203,796
0	0	183,040	184,627	367,667	167.59%	TACA INTERNATIONAL AIRLINES S A	137,401	0	0	68,665	68,736
256	0	169,681	182,738	352,675	474.81%	British Airways	61,355	0	0	24,218	37,137
0	0	157,341	168,609	325,950	212.37%	Iberia LAE SA Operadora	104,349	0	0	43,421	60,928
3,350	5,037	160,415	155,877	324,679	63.07%	Swift Air LLC	199,105	4,760	4,376	94,691	95,278
0	0	153,737	157,501	311,238	114.93%	Turkish Airlines	144,811	0	0	73,433	71,378
0	0	148,597	144,858	293,455	24.28%	Aerovias de Mexico SA de CV	236,115	0	0	120,755	115,360
0	0	139,827	149,132	288,959	333.45%	Air France	66,665	0	0	30,536	36,129
58	58	131,272	135,662	267,050	222.441.6	Air Canada	120	60	60	0	0
289	0	125,212	138,678	264,179	259.91%	Lufthansa Airlines	73,402	0	0	33,245	40,157
0	0	100,790	104,528	205,318	89.61%	Aerolineas Argentinas	108,285	0	0	55,765	52,520
0	0	84,398	88,586	172,984	591.69%	Swiss International Air Lines Ltd	25,009	0	0	11,472	13,537
25	0	88,127	81,749	169,901	189.96%	Qatar Airways	58,594	0	60	37,043	21,491
0	0	83,151	85,442	168,593	52.84%	Boliviana de Aviacion	110,308	0	0	54,703	55,605
0	0	71,007	71,863	142,870	417.80%	Air Europa Lineas Aereas SA	27,592	0	0	11,371	16,221
2,192	2,526	67,904	68,354	140,976	10,460.00	Global Crossing Airlines Inc	1,335	532	620	103	80
0	0	67,706	72,043	139,749	267.53%	Transportes Aereos Portugueses SA aka TAP Portugal	38,024	0	0	15,475	22,549
0	0	66,189	69,937	136,126	1,211.68	Virgin Atlantic Airways Ltd	10,378	0	0	4,436	5,942

**EXHIBIT B  
(FY 2021/22)**

**Miami-Dade Aviation Department  
Aviation Statistics  
Passenger Carry  
Facility: MIA Units: Passengers**

Current Year:10/2021 -09/2022						Prior Year:10/2020 -09/2021					
Domestic		International		Total Passengers	% Change	Operator	Total Passengers	Domestic		International	
Arrival	Departur	Arrival	Departur					Arrival	Departur	Arrival	Departur
0	0	62,608	63,368	125,976	100.00%	Red Air SA	0	0	0	0	0
0	0	57,707	49,495	107,202	1,170.02	Emirates	8,441	0	0	4,761	3,680
0	0	49,952	54,987	104,939	-20.23%	Fast Colombia SAS dba Viva Air Colombia	131,552	0	0	65,246	66,306
0	0	48,736	52,880	101,616	43.07%	Concesionaria Vuela Compania de Aviacion SAPI de C	71,027	0	0	34,913	36,114
255	261	46,799	54,255	101,570	71.36%	World Atlantic Airlines	59,274	499	539	31,180	27,056
0	0	49,290	49,912	99,202	122.61%	Bahamasair Holdings Ltd	44,564	0	0	21,917	22,647
0	0	48,104	48,468	96,572	124.60%	El Al Israel Airlines	42,997	0	0	21,327	21,670
0	53	45,947	43,878	89,878	259.10%	Caribbean Airlines Limited CO	25,029	0	0	12,632	12,397
63	0	40,807	43,254	84,124	245.49%	Cayman Airways Ltd	24,349	0	0	12,642	11,707
24,968	23,420	21,276	14,379	84,043	104.25%	Generic Cash and GA Account	41,148	15,436	13,073	10,166	2,473
0	0	36,729	39,673	76,402	134.05%	Air Century SA clo Ultra Aviation Services Inc	32,643	0	0	16,611	16,032
0	0	32,814	36,626	69,440	100.00%	Italia Trasporto Aereo SPA dba ITA Airways	0	0	0	0	0
28,502	30,651	0	0	59,153	9.41%	Sun Country Airlines	54,067	26,246	27,072	632	117
0	0	27,643	30,034	57,677	100.00%	SAS Scandinavian Airlines	0	0	0	0	0
0	0	28,143	24,221	52,364	622.96%	LOT Polish Airlines Joint Stock Company	7,243	0	0	3,604	3,639
0	0	18,510	17,732	36,242	100.00%	GOL Linhas Aereas SA Inc	0	0	0	0	0
0	0	17,397	17,386	34,783	100.00%	Finnair Airlines OYJ	0	0	0	0	0
16,113	16,376	0	0	32,489	100.00%	Alaska Airlines Inc	0	0	0	0	0
0	0	14,344	15,075	29,419	100.00%	Air Transat	0	0	0	0	0
0	0	14,128	15,106	29,234	100.00%	Royal Air Maroc	0	0	0	0	0
0	0	15,080	13,856	28,936	100.00%	Sky Airlines Peru SAC	0	0	0	0	0
0	0	11,575	11,335	22,910	-51.06%	Public Joint Stock Company -Aeroflot - Russian Air	46,814	0	0	24,012	22,802
0	0	10,225	10,155	20,380	100.00%	KLM Royal Dutch Airlines	0	0	0	0	0
0	0	7,781	7,541	15,322	100.00%	WestJet, an Alberta Partnership	0	0	0	0	0
0	0	5,384	5,806	11,190	100.00%	TUI Airlines Belgium NV dba TUIfly	0	0	0	0	0
0	0	6,149	4,995	11,144	63.33%	Surinam Airways	6,823	0	0	3,538	3,285
346	396	2,547	3,580	6,869	-91.10%	Eastern Airlines LLC	77,223	4	127	37,275	39,817

EXHIBIT B  
(FY 2021/22)

Miami-Dade Aviation Department  
Aviation Statistics  
Passenger Carry  
Facility: MIA Units: Passengers

Current Year:10/2021 -09/2022						Prior Year:10/2020 -09/2021					
Domestic		International		Total Passengers	% Change	Operator	Total Passengers	Domestic		International	
Arrival	Departur	Arrival	Departur					Arrival	Departur	Arrival	Departur
0	0	2,991	3,169	6,160	-67.04%	Aeroenlaces Nacionales dba VivaAerobus	18,691	0	0	9,289	9,402
0	0	2,752	3,117	5,869	100.00%	Icelandair	0	0	0	0	0
220	343	122	100	785	35.34%	National Air Cargo Group dba National Airlines MUA	580	385	195	0	0
0	175	78	0	253	100.00%	Atlas Air Inc	0	0	0	0	0
50	48	0	0	98	100.00%	IBC Airways Inc	0	0	0	0	0
0	0	0	0	0	-100.00%	SkyWest Airlines, Inc	235	119	114	2	0
<b>****Report Total*</b>											
14,852,008	14,842,208	9,943,352	10,095,774	49,733,342	64.58%		30,219,088	9,857,569	9,792,146	5,225,311	5,344,062

DRAFT

**EXHIBIT C**  
**Reported Gross Revenues of the Existing Permittees for the Period**  
**FYE – September 30, 2022**

DRAFT

**Exhibit C**

<b>Reported Gross Revenues</b>						
<b>Fiscal Year 2019 - 2021</b>						
	<b>FY '19</b>		<b>FY '20</b>		<b>FY '21</b>	
<b>GASP</b>	<b>Reported Gross Sales</b>	<b>Revenue to MDAD</b>	<b>Reported Gross Sales</b>	<b>Revenue to MDAD</b>	<b>Reported Gross Sales</b>	<b>Revenue to MDAD</b>
G2 Secure Staff, LLC	\$ 6,902,368.26	\$ 483,165.78	\$ 5,490,849.81	\$ 384,359.49	\$ 7,083,557.06	\$ 495,848.99
Triangle Services of Florida, Inc.	\$ 20,183,322.01	\$ 1,412,832.54	\$ 12,736,887.59	\$ 891,582.13	\$ 14,600,980.44	\$ 1,022,068.63
Ultra Aviation Services, Inc.	\$ 24,061,730.96	\$ 1,684,321.17	\$ 15,817,622.56	\$ 1,107,233.58	\$ 11,964,015.97	\$ 837,481.12
Swissport USA, Inc.	\$ 67,200,061.48	\$ 4,704,004.30	\$ 41,763,094.37	\$ 2,923,416.61	\$ 32,030,920.72	\$ 2,242,164.45
A. S. M. O. *	\$ 51,989,077.42	\$ 3,639,235.42	\$ 34,003,857.28	\$ 2,380,270.01	\$ 37,030,838.34	\$ 2,592,158.68

\*American Sales & Management Organization Corp.

DRAFT

**EXHIBIT D**

**Summary of Rates, Fees, and Charges for MIA**

<https://documents.miamidade.gov/ao-io/IO/IO-04-125.pdf>

DRAFT

**EXHIBIT E**  
**Standard Form of Terminal Lease**

DRAFT

EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

Lease No.  
Cust. No.  
Doc.

**MIAMI INTERNATIONAL AIRPORT  
NON AIRLINE/AERONAUTICAL TENANT  
TERMINAL BUILDING  
LEASE AGREEMENT**

**THIS NON-AIRLINE/AERONAUTICAL TERMINAL BUILDING LEASE AGREEMENT**, ("Agreement", "Lease Agreement" or "Lease") made and entered into as of the \_\_\_ day of \_\_\_\_\_ by and between **MIAMI-DADE COUNTY** through its Aviation Department, a political subdivision of the State of Florida ("County" or "Lessor") and \_\_\_\_\_ a \_\_\_\_\_ Corporation ("Lessee").

**WITNESSETH:**

WHEREAS, Lessee is a current or prospective user of Miami International Airport ("MIA" or sometimes the "Airport") which is owned and operated by Miami-Dade County through its Aviation Department ("MDAD"); and

WHEREAS, Lessee desires to occupy space within MIA's Terminal Building in two separate manners, the first being the assurance by MDAD as provided herein of Lessee's having the general right to occupy reasonable and available space somewhere in MIA's Terminal Building, such assurance to extend for a five (5) year period from the date provided above, and the second being the actual leasing of specifically identified property located in MIA's Terminal Building, such lease to be on a month-to-month basis for the duration of this Agreement; and

WHEREAS, notwithstanding Lessee's right to make general use of the Terminal Building for such a fixed period of time, the parties confirm that, as to specific space within the Terminal Building desired by the Lessee from time to time, such space shall be leased only on a month-to-month basis; and

WHEREAS, the parties acknowledge the acceptability of a month-to-month lease on the specifically identified property within the Terminal Building, because (i) the Lessee itself has changing needs for specific space within the Terminal Building, and (ii) the County desires to maintain the flexibility of being able to provide unused or underutilized Terminal Building space for other users of the Terminal Building as well as to facilitate Lessee's relocation, addition, deletion or reduction of space within the Terminal as Lessee's needs change from time to time;

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

EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

**ARTICLE 1**  
**Term and Premises**

**1.01 Term:**

**(A) For Lessee’s General Right to Use Terminal Building Facilities:**

The County hereby grants Lessee the right (a) to make use of premises in the Terminal Building of the Airport and Public Facilities under Article 12 that are reasonably appropriate under then-existing circumstances and to effectuate Lessee’s Specific Lease and uses specified in Section 2.01 below, for a fixed period of time commencing as of the effective date of this Agreement set forth below and terminating on \_\_\_\_\_, \_\_\_\_\_, and (b) to apply the terms and conditions of this Lease Agreement to such Premises and common use areas no matter where such facilities may be located during the five year term.

**(B) For Lessee’s Specific Lease of Designated Premises:**

The County hereby leases to the Lessee, and the Lessee hereby leases from the County, for a term of month-to-month, commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (“Commencement Date”) cancelable by either party, at any time, upon not less than 30 days written notice to the other party, the Premises described in Article 1.02 (Description of Premises) hereof, for the purposes set forth in Article 2 (Use of Premises) hereof; provided, however, Lessee may cancel a portion of the Premises if the Department determines that such cancelled portion is capable of being (i) leased to other parties or (ii) used by the Department or other parties. Lessee acknowledges that its lease and use of the specific Premises hereunder shall not constitute an asset that can be assigned, sublet, sold, transferred, conveyed or bartered to any other party, except as provided in Article 10, and that such lease and lease rights shall not constitute an asset of the Lessee for purposes of any commercial transaction or any bankruptcy proceedings. County acknowledges that, notwithstanding the month-to-month limitation of the leased Premises, for so long as Lessee leases any specific Terminal Building Premises at the Airport, the terms of this Agreement shall be applicable to such lease for the duration of this Agreement, except as may be modified by the parties hereto. Lessee acknowledges that, notwithstanding the foregoing requirement of thirty (30) days written notice of cancellation, County shall not be required to provide Lessee with any notice that any month-to-month lease between County and Lessee hereunder shall be automatically terminated at 11:59 PM on \_\_\_\_\_, \_\_\_\_\_; provided, however, the parties may agree to extend this Agreement on mutually satisfactory terms.

**1.02 Description of Premises:**

The Premises leased herein are located in the Terminal Building area (“Terminal Building”) at Miami International Airport (“Airport”), and are described on Schedule I (Description of Premises) at Tab A and Schedule II (Rentals Calculation) at Tab B and shown as Exhibits \_\_\_\_\_ at Tab C (Leased Space Exhibits); all of which Tabs, Schedules and Exhibits are attached hereto and made a part hereof (“Premises”) and further identified by Miami-Dade Aviation Department (“Department”) identification number(s) (“ID#”) as listed on Schedule I. Lessee is also given the right under Article 12 of this Lease to make use of Public Facilities on a common use basis, but Lessee acknowledges that Public Facilities under Article 12 of this Agreement are not part of the Premises hereunder. Except as otherwise provided herein, and except as to such common use or shared facilities, the Premises are leased to the Lessee on an exclusive basis.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

### 1.03 **Relocation or Modification of Premises:**

(A) The Premises are subject to relocation, modification, or deletion in accordance with policies of the Department and other policies affecting adequacy or utilization of space by tenants in the Terminal Building issued by the Department from time to time. Any relocation, modification or deletion of the Premises shall require thirty (30) days' notice to Lessee by the Department, following which notices, Schedules I (Premises Description) and II (Rentals Calculation) attached to this Agreement shall be administratively revised by the Department to reflect such relocation, modification, or deletion. Relocated space may not be similar in size or configuration to the Premises leased herein. However, the Department shall use its best efforts to try to provide adequately sized and located relocated space, based on the Lessee's then current level of activity and the availability of space within the Terminal Building.

(B) In the event it is necessary to relocate the Lessee to substitute premises because of the Department's request or because of the Department's policies, needs or programs, the Department shall be responsible for payment of Lessee's relocation costs, including reasonable moving costs. The Department and Lessee shall consult to determine how the relocation shall occur. The Department and Lessee shall determine whether work related to such relocation shall be authorized to be performed by the Lessee, subject to Lessee's acceptance of reimbursement or rental credit pursuant to the provisions of County Ordinance No. 95-64, codified as Section 2-285 of the County Code, as such ordinance may be amended from time to time. In the event it is determined that the Lessee shall perform the work, this Agreement shall be amended by a Supplemental Agreement which shall provide the conditions under which the work is to be performed and the method of reimbursement.

(C) If the Lessee is relocated at its request or for its business benefit, such as to provide more or less space or to locate it near another lessee with which it has a marketing, code sharing, corporate interrelationship or like arrangement, the relocation costs shall be the sole responsibility of the Lessee. If the relocation is for the mutual benefit of both the Lessee and the Department, the parties shall attempt to agree to a mutually acceptable cost sharing arrangement.

(D) Notwithstanding any provision of this Agreement by which the Lessee is given a right to engage in identified activity or to make use of any County facility in a stated fashion, such as but not limited to the rights granted in Articles 2.03, 2.04, 2.06, 3.02, 3.09(A) and (B), along with the Tabs hereto and associated therewith, any such rights are subject to County policies and procedures established and identified by the County from time to time, as such policies and procedures may be amended or discontinued in their entirety upon not less than thirty (30) days' notification to Lessee.

**1.04 Level of Finishes:** For all new or additional space requested by Lessee or by the County, County shall provide a level of finish in the manner set forth in the then-current Design Guideline Manual of the Department for the class of facility in which the new or additional space is located. The cost for such finishes shall be absorbed by the County and recovered through lessee rents, fees, and charges.

## **ARTICLE 2** **Use of Premises**

**2.01 Use of Premises:** The Lessee shall use the Premises for the following purposes only: Administrative offices and operational support spaces for fulfilling its janitorial contract at MIA.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

**2.02 Installation of Equipment:** The Lessee, upon written request, approved in writing by the Department, shall have the right to install, maintain, repair, replace and operate, at its sole cost and expense, in and on its Premises, such computer equipment, communications, together with required conduits, tubes and power lines, as may be necessary and convenient in the opinion of the Lessee for its operations. Installation of all conduits, tubes and power lines, along such right-of-way, between the Lessee's primary Premises and other premises leased or used by the Lessee, must be approved by the Department and the installation either accomplished by the Department or by a Department approved contractor. All work accomplished at Lessee's expense.

**2.03 County's Reservation of Rights:** Except to the extent of the equipment set forth in Article 2.02 above, County specifically reserves the right to develop, install and generate revenues from telecommunications equipment, systems and capabilities within all Airport facilities. Notwithstanding Lessee's exclusive use of any Premises leased to Lessee hereunder from time to time, County shall be entitled to make use of the Premises for the installation and use of telecommunications equipment, provided such installation and use does not significantly interfere with Lessee's use of the Premises for the purposes set forth in this Article 2. County reserves the general right to make use of the Airport and its facilities, and to generate revenues therefrom, except to the extent specifically granted to Lessee hereunder.

### **ARTICLE 3** **Rentals and Payments**

**3.01 Monthly Rental:** As monthly rental for the lease of the Premises, the Lessee shall pay to the County, commencing on the Commencement Date the sum of the monthly rental amounts as shown in the Monthly column of the attached **Schedule II**, Tab B, in U.S. currency, plus applicable state sales taxes, as required by law, on the first day of each and every month, in advance and without billing, at the offices of the Department as set forth in Article 3.05 (Methods of Payment). Said rental, which includes utilities, is computed as shown on **Schedule II** (Rentals Calculation), attached hereto as Tab B and made a part hereof.

The County agrees that if the Florida Department of Revenue or any other taxing authority issues any notice or assessment to the County regarding taxes payable by the Lessee hereunder, the County shall inform the Lessee of such notice within 10 days of receipt thereof and shall not pay any tax or related assessment ultimately payable by the Lessee hereunder without approval of the Lessee; provided, however, that the Lessee shall remain liable to the County for any tax, penalty, and interest that ultimately is determined to be payable by the Lessee.

In any administrative or judicial action to challenge a tax or assessment, both the County and the Lessee shall provide reasonable cooperation to each other; provided, however, that the Lessee shall have the right, with the approval of the County Attorney's Office, to select and direct counsel to represent its and the County's interests.

**3.02 Security Deposit:** Prior to occupancy of the Premises, the Lessee, unless exempted under (County Security Deposit Policy) as set forth in Resolution No. R-335-94, attached hereto as Tab G, shall pay to the County an amount equal to two (2) times the required total monthly rental as determined pursuant to Article 3.01 (Monthly Rental) above, plus applicable state sales tax thereon, as security for the payment of the Lessee's obligations hereunder. Said deposit shall be in addition to any rental payments required hereunder, and the Department shall be entitled to apply such payment to any debt of the Lessee to the Department that may then exist, as permitted by law, including but not limited to the rentals required hereunder. In lieu of the security deposit being made in

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

cash, the Department, in its sole discretion, may authorize the Lessee to provide an irrevocable Letter of Credit in the form attached hereto as Tab H (Letter of Credit Form) in like amount. The amount of the security deposit is subject to adjustment by the Department at any time there is a change in the monthly rentals pursuant to the terms of this Agreement; provided further, that the Department shall have the right to demand in writing an increase in the security deposit requirement of up to six (6) months rental to provide the Department with adequate assurance of the Lessee's payment of its obligations, which assurance is required because of the Lessee's defaults in the timely payment of rents, fees and charges due hereunder, or because the Department has reason to believe, based on financial reports routinely used by financial institutions in the conduct of their business, that the Lessee's future ability to pay such rentals, fees and charges, on a timely basis, is in jeopardy. The Department's notice shall specify the reason for the increase and Lessee shall have seven (7) days from receipt of such notice to provide Department with documents supporting Lessee's request that the security deposit remain the same. The Department's decision following receipt of any such documents shall be final.

**3.03 Rental Rate Adjustment:** Notwithstanding the month-to-month term of this Agreement, annually as of October 1, the cost based rental rates, pursuant to Article 3.01 (Monthly Rental) above, applicable to the Premises leased hereunder, shall be subject to recalculation and adjustment in accordance with the policies and formulae approved in Board of County Commissioners' Resolution No. R-1054-90, adopted on September 27, 1990, as such may be amended from time to time in order to comply with the County's requirements under the Trust Agreement or under federal law, or as a result of a Board-approved amendment resulting from consultation with the airlines at MIA and consented to by the Trustee. When such adjusted rental rates are established, this Agreement shall be considered and deemed to have been administratively amended to incorporate such rental rates, effective as of such October 1 date. Such rental rates shall be reflected herein by letter amendment hereto. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten calendar days of same.

**3.04 Double Rental:** In the event that the Lessee remains in possession of the Premises beyond the termination of this Agreement, the Lessee shall be bound by all of the terms and conditions of this Agreement to the same extent as if this Agreement were in full force and effect during the time beyond the expiration date of this Agreement. However, during any such possession of the Premises as a holdover tenant after the Department has demanded the return of the Premises, the Lessee shall be liable for double rentals for so long as the Lessee remains in possession after the effective date stated in the Department's demand which effective date shall not be earlier than sixty (60) days from the date of the Department's demand, such rentals to be based upon the rental rates applicable from time to time, in whole or in part to the Premises (Section 83.06, Florida Statutes).

**3.05 Methods of Payment:** The Lessee shall pay, by any of the methods described in this article, all rentals, fees and charges required by this Agreement.

In Person – To: Miami-Dade Aviation Department  
Finance Division  
Building 5A  
4200 N.W. 36<sup>th</sup> Street  
Miami, Florida 33166

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

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

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

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

By Wire Transfer: In accordance with Wire Transfer Instructions  
Provided by MDAD from time to time through  
MDAD's Finance Division.

**3.06 Late Payment Charge:** In the event the Lessee fails to make any payments, as required to be paid under the provisions of this Agreement, within ten days after same shall become due, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (currently set at one and a half percent (1.5%) per month), shall accrue against the delinquent payment(s) from the original due date until the Department actually receives payment. The right of the County to require payment of such interest and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the County to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

**3.07 Dishonored Check or Draft:** In the event that the Lessee delivers a dishonored check or draft to the Department in payment of any obligation arising under the terms of this Agreement, the Lessee shall incur and pay a service charge of twenty-five dollars, if the face value of the dishonored check or draft is \$50.00 or less, thirty dollars, if the face value of the dishonored check or draft is more than \$50.00 and less than \$300.00, or forty dollars, if the face value of the dishonored check or draft is \$300.00 or more, or Five Percent of the face value of such dishonored check or draft, whichever is greater. Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier's checks or other means acceptable to the Department.

**3.08 Other Fees and Charges:** The Lessee acknowledges that the Board of County Commissioners has or will establish or direct the establishment, from time to time, of various fees and charges for the use of various facilities, equipment and services provided by the County and not leased to or specifically provided to the Lessee hereunder, and procedures relating to the payment of same. Such fees may include, but are not necessarily limited to, concourse use charges, concourse security fees, baggage claim and makeup use and maintenance charges, landing fees, charges for the use of loading bridges, pre-conditioned air and 400hz systems, aircraft parking and overtime aircraft charges, and the like. The Lessee shall pay, upon billing, for its use of such facilities, equipment and services those fees and charges which are billed monthly. For other fees and charges which are based on usage, the Lessee shall, unless otherwise directed by the Department in writing, report its uses of applicable facilities, equipment and services and pay the applicable fees and charges at the same time and in the same manner it pays landing fees to the County. Specifically, Lessee acknowledges that the County utilizes a residual landing fee methodology as a mechanism for meeting County's obligations under

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

its trust agreement, and Lessee agrees to adjustments in the landing fee from time to time consistent with such methodology.

### **ARTICLE 4** **Maintenance and Repair by Lessee**

4.01 **Cleaning**: The Lessee shall, at its sole cost and expense, perform or cause to be performed, services which will at all times keep the Premises clean, neat, orderly, sanitary and presentable.

4.02 **Removal of Trash**: The Lessee shall remove from the Premises, at its sole cost and expense, all trash and refuse which might accumulate and arise from its use of the Premises and the business operations of the Lessee under this Agreement. Such trash and refuse shall be stored temporarily and disposed of in a manner approved by the Department.

4.03 **Maintenance and Repairs**: The Lessee shall repair and maintain in good condition the Premises and all improvements or alterations thereto, except for those items for which the County is responsible pursuant to Article 5 (Maintenance by County). Such repair and maintenance shall include, but not be limited to, painting, overhead and personnel doors, windows, equipment, protection bumpers attached to building, furnishings, fixtures, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, and shall at all times be based on a standard of care reflecting prudent property management. Maintenance and repairs shall be in quality and class equal to or better than the original work to preserve the Premises in good order and condition. The Lessee shall repair all damage to the Premises caused by the Lessee and its employees, agents, independent contractors, patrons, servants, invitees or trespassers. Prior to or at termination of this Agreement, injury done by the installation or removal of furniture and personal property of the Lessee shall be repaired so as to restore the Premises to their original state, except as the Premises may have been altered by the Lessee with the approval of the Department pursuant to Article 7.01 (Alterations), and to quit and surrender up the Premises in the same good order and condition as it was at the commencement of this Agreement, except for reasonable wear and tear and damage caused by an Act of God provided however, that such return of the Premises under this Article 4.03 shall not relieve the Lessee of its obligations for damages to the Premises that may be specifically provided elsewhere in this Agreement. Any equipment installed in the Premises or elsewhere in the Terminal Building by the Lessee shall be removed and, unless the space as altered, either by the Lessee or by a predecessor of the Lessee and accepted by the Lessee, is usable by a successor tenant, in the opinion of the Department, the space shall be returned to its original condition, normal wear and tear excepted, upon relocation or termination of this Agreement.

4.04 **Air-conditioning Maintenance**: The Lessee shall have full responsibility for maintenance of any air-conditioning equipment installed by the Lessee, except for any such equipment installed by Lessee at the request of the Department and whose cost is reimbursed to Lessee by the Department.

4.05 **Inspections**: The Department and/or its designated representatives shall have the right, during normal working hours, to inspect the Premises to identify those items of maintenance, repair, replacement, modification and refurbishment required of the Lessee or the County, pursuant to Article 5 (Maintenance by County), to keep the Premises in good order and condition. The Lessee shall perform all corrective work required of it, identified in such inspection(s) within 30 days of receipt of written notice from the Department, or if correction cannot reasonably be completed within such 30 day

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

period, in the sole discretion of the Department after consultation with the Lessee, the Lessee has commenced substantial corrective steps within such 30 day period and diligently pursues same to completion. Trash and debris problems shall be corrected within 24 hours following receipt of either oral or written notice from the Department.

**4.06 Failure to Maintain:** If it is determined by the Department that the Lessee has failed to properly clean, remove trash and refuse, maintain, repair, replace and refurbish the Premises as required by this Article 4 (Maintenance and Repair by Lessee), the Department shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the Department, following 10 days further notice to the Lessee, may enter upon the Premises and perform all work, which, in the judgment of the Department, may be necessary and the County shall add the cost of such work, plus 25% for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. Subsequent to receipt of the further notice of intent to perform repairs or cleanup from the Department, the Lessee shall not undertake performance of such repairs or cleanup without specific prior written authorization from the Department.

**4.07 Lessee Maintenance Subject to Certain Conditions:** The maintenance, repair and cleanliness responsibilities of the Lessee pursuant to this Article 4 may be subject to interruption caused by repairs, strikes, lockouts, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, acts of God, and other conditions beyond the control of the Lessee. To the extent such events directly preclude completion of the Lessee's obligations pursuant to this Article 4, the County shall have no claim for damages or right to terminate this Agreement pursuant to Article 13.03 (Other Defaults) for the Lessee's failure to furnish or to furnish in a timely manner any such maintenance, repair or cleaning. The Lessee shall exercise reasonable diligence to remedy and/or cure any such interruptions, to the extent such interruptions are within the Lessee's control. In such event, the Department shall have the right, in its sole discretion after consultation with the Lessee, to enter upon the Premises for the sole purpose of performing such maintenance, repair or cleaning and to bill the Lessee for its actual costs in performing same.

### **ARTICLE 5** **Maintenance by County**

**5.01 County Maintenance:** The County shall clean, maintain and operate in good condition the Terminal Building, including, but not limited to, structural and system repairs, maintenance of electrical and mechanical systems, maintenance of walls and ceilings outside the leased Premises, and repair and maintenance of the roof. The County shall keep the public areas in the Terminal Building furnished and will provide therein adequate light, cold water and conditioned air. If any of the Terminal facilities are damaged or destroyed by the operations of the Lessee, the Department shall make the necessary repairs or replacements and shall bill the Lessee the cost thereof, plus 25% for administrative costs, in the manner specified in Article 4.06 (Failure to Maintain) hereof.

**5.02 County Maintenance Subject to Certain Conditions:** Such maintenance by the County may be subject to interruption caused by repairs, strikes, lockouts, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, acts of God, and other conditions beyond the control of the County. Upon any such happening, the Lessee shall have no claim for damages for the County's failure to furnish or to furnish in a timely manner any such maintenance; provided, however, that, if the Premises are so damaged as to significantly

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

impact the Lessee's operations for a period in excess of 72 hours, the Department shall provide a rent abatement for that portion of the Premises rendered unusable for that period of time that the County is unable to make repairs required by Article 5.01 (County Maintenance). The County shall exercise reasonable diligence to remedy and/or cure any such interruptions, to the extent such interruptions are within the County's control.

**5.03 Demising Walls:** Whenever Lessee requests new or additional space in the Terminal Building, or whenever County requests Lessee to relocate its Premises in whole or in part, or whenever County accepts the return of a portion of the Premises under Article 1.01(b), the County shall provide dividing or demising walls in the manner then set forth in the then-current Design Guideline Manual of the Department applicable to all tenants and users of the Airport for the class of facilities in which such space is located. The cost for such walls shall be absorbed by the County and shall be recovered through lessee rents, fees, and charges.

### **ARTICLE 6** **Regulations, Licenses and Permits**

**6.01 Rules and Regulations:** The Lessee shall comply with all applicable Ordinances of the County, including the Rules and Regulations of the Department, Chapter 25, Code of Metropolitan Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder, all additional laws, statutes, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, and any County Administrative Orders and resolutions of the Board of County Commissioners applicable to operation of the Airport, which may be applicable to its operations or activities under this Agreement, including specifically, without limiting the generality hereof, Federal air and safety laws and regulations and Federal, State and County environmental, hazardous waste and materials and natural resources laws, regulations and permits; provided, however, Lessee shall be entitled to challenge the validity or application of any such law, statute, ordinance, regulation, rule or requirement in good faith either in an administrative tribunal or a court of competent jurisdiction under Article 18(Civil Actions), subject to the Venue requirements of Article 18.01.

**6.02 Violations of Rules and Regulations:** The Lessee agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Lessee, its agents, employees or invitees, have, during the term of any prior lease agreement, this Agreement or any extension hereof or any holdover period of occupancy of the Premises by the Lessee, violated any law, ordinance, regulation, rule or directive described in Article 6.01 (Rules and Regulations) above or any plan or program developed in compliance therewith. The Lessee further agrees that the substance of this Article 6.02 and Article 6.01 (Rules and Regulations) above shall be included in every sublease, contract and other agreement, which the Lessee may enter into related to its operations and activities under this Agreement and that any such sublease, contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting. This provision as to Lessee's liability hereunder shall survive the expiration or early termination of this Agreement.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

6.03 **Permits and Licenses:** The Lessee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as required, at any time throughout the entire term of this Agreement, by any Federal, State, or County governmental entity or any judicial body having jurisdiction over the Lessee or the Lessee's operations and activities, for any activity of the Lessee conducted on the Premises and for any and all operations conducted by the Lessee at the Airport, including ensuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from the Lessee's operations and activities on the Premises and common use areas have been obtained and are being fully complied with; provided, however, that the Lessee shall not be responsible for obtaining construction related certificates of occupancy for portions of the Premises constructed by the County. Upon the written request of the Department, the Lessee shall provide to the Department copies of any and all permits and licenses required by law, and applications therefore, which the Department may request.

### **ARTICLE 7** **Alteration of Premises and Erection of Signs**

7.01 **Alterations:** The Lessee shall not alter the Premises in any manner whatsoever without the prior written approval of the Department. In the event the Lessee is given approval to make any alterations to the Premises, the Lessee shall fully comply with the terms and conditions of the approval document, the applicable Tenant Airport Construction (TAC) requirements (Exhibit Y), as may be amended from time to time, of the Department's TAC Program in effect, and Article 6 (Regulations, Licenses and Permits). Such programs may include, but shall not be limited to: (i) the County's Community Business Enterprise (CBE) Program applicable to architects and engineers under Section 2-10.4.01 of Miami-Dade County's Code; (ii) the Community Small Business Enterprise (CSBE) Program for construction activities under Section 10-33.02; (iii) the Living Wage Ordinance under Section 2-8.9; the Art in Public Places (AIPP) Program under Section 2-11.15; (iv) the Responsible Wages Ordinance under Section 2-11.16; (v) Residents First Training and Employment Program under Section 2-11.7; (vi) Employ Miami-Dade under Administrative Order (AO) 3-6; and any other program of the County applicable to the Lessee's alteration activities hereunder, as such programs, ordinances, or code provisions may be amended from time to time.

The Lessee shall comply with such applicable provisions as well as any Administrative and/or Implementing Orders and other directives issued by the County relating to such Programs. The Lessee's failure to do so shall constitute a default pursuant to Article 13.03 (Other Defaults) hereof.

7.02 **Signage:** The Lessee shall not erect, maintain or display any identifying signs or any advertising matter, of any type or kind which is visible to the public, without prior written approval of the Department. In the event the Department changes the graphics system for the identification of lessees at the Airport, the Department shall pay for the costs of such changes and such costs shall be recovered through lessee rents, fees, and charges.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

### **ARTICLE 8** **Environmental Compliance**

8.01 **Definitions:** For purposes of this Agreement, the following additional definitions apply:

(A) "Baseline Environmental Conditions" means the presence or release of Hazardous Materials, at, on, under, or from the Premises or common use areas prior to Lessee's Occupancy Date, the presence or release of which was not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers. Solely for purposes of this Agreement, it shall be presumed that the Baseline Environmental Conditions consist of the conditions identified in any existing (as of the date of this Agreement) Miami-Dade County maintained records, including contamination assessment reports and any other technical reports, data bases, remedial action plans, the Baseline Audit or the presence, discharge, disposal or release of any other Hazardous Materials originating prior to the Occupancy Date that comes to be located on the Premises or common use areas and not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers. For purposes of this Agreement, the term "trespassers" shall include only those third parties who have entered the Premises and whose actions while on the Premises have resulted in a Release of Hazardous Materials directly onto the Premises, but shall not include those third parties whose actions took place off of the Premises and which resulted in the presence of Hazardous Materials on the Premises due to the migration of Hazardous Materials from that off-Premises location.

(B) "Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement, against Lessee with respect to its operations at Miami International Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such action against County), and any claim at any time threatened or made by any person against Lessee with respect to its operations at Miami International Airport or against or with respect to the Premises or any condition, use or activity on the Premises or common use areas (including any such claim against County), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Material or any applicable Environmental Requirement.

(C) "Environmental Law" means any applicable federal, state or local law, statute, ordinance, code, rule, or regulation, or license, authorization, decision, order, injunction, or decree, any of which may be issued by a judicial or regulatory body of competent jurisdiction, or rule of common law including, without limitation, actions in nuisance or trespass, and any judicial or agency interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act 42 U.S.C. § 7401 et seq.; the Toxic Materials Control Act 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of the Miami-Dade County Code, and any other applicable local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(D) "Environmental Requirement" means any Environmental Law, or any agreement or restriction entered into or applicable by law (including but not limited to any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment, including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks. With regard to any environmental agreements or restrictions entered into by MDAD, MDAD agrees to use reasonable efforts to apprise the Miami Airport Affairs Committee (the "MAAC"), which represents the interests of the airlines at the Airport, of any such agreements or restrictions and to obtain the MAAC's input into such items.

(E) "Hazardous Material" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a hazardous substance, a hazardous waste or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any applicable Environmental Requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause contamination or a nuisance on the Premises or common use areas or any adjacent premises or a hazard to the environment or to the health or safety of persons on the Premises or other airport property.

(F) "Initial Construction Period" means for any lease which contemplates construction or renovation for Premises not previously occupied in whole or in part by Lessee under this Agreement or any prior agreement, a period of time not to exceed six (6) months commencing with the date on which Lessee breaks ground on the Premises for construction of foundations or such renovation.

(G) "Occupancy Date" means the date Lessee first entered, occupied or took possession of the Premises or common use areas under the terms of this Agreement, any renewal or extension thereof, or any prior agreement.

(H) "On" or "in" when used with respect to the Premises or common use areas or any premises or common use areas adjacent to the Premises, means "on, in, under, above or about."

(I) "Recognized Environmental Condition" shall have the meaning set forth in ASTM E 1527-05, Section 1.1.1, as such provision may be amended or superseded from time to time.

(J) "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

(K) "Remediation" means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling and analysis, installation, reclamation, closure, or post-closure in connection with the suspected, threatened or actual release of Hazardous Materials.

**8.02 Lessee's Industrial Classification:** Lessee represents and warrants to County that Lessee's Standard Industrial Classification ("SIC") code number, as published in the most recent SIC Manual from the United States Office of Management and Budget, and as used on Lessee's Federal Tax Return is \_\_\_\_\_.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

### 8.03 **Lessee's Acceptance of the Risks and Condition of Premises As-Is:**

This Agreement involves in part (i) Lessee's exclusive use of certain space and facilities within the Terminal Building of the Airport (the "Premises" as defined above) and ii) Lessee's right to make use of public facilities of the Airport under Article 12 below in order to support Lessee's permitted operations hereunder (such public facilities sometimes referred to as "common use areas"). Such common use areas include ramp areas at and about the concourse and loading bridges at which aircraft operate. Lessee agrees that the Premises and such common use areas shall be leased or made available to Lessee, respectively, and such Premises delivered to Lessee in their current "as-is/with all faults" condition (but it is not intended by this provision that County be relieved from its duties expressly set forth in this Agreement or any other applicable agreement). Lessee hereby acknowledges, agrees, warrants, and covenants, as appropriate, that:

(A) Hazardous Materials may be present on the Premises, common use areas or other airport property. The County is currently engaged in a significant environmental remediation program at MIA.

(B) Under Article 8.06 below, Lessee is provided the opportunity to conduct an independent investigation of the Premises, the common use areas, and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Premises or common use areas. Lessee's report on the investigation, if any such report has been prepared, has been provided to the County and is listed in Tab I (Containment Assessment Reports) attached to this Agreement.

(C) Because of the possible presence of environmental contaminants on the Premises, common use areas or other airport property, County has made no express, implied, or other representations of any kind in connection with the physical condition of the Premises, common use areas or other airport property, or any improvements appurtenant thereto, including, without limitation, the physical condition of any building materials, building systems, soils or groundwater conditions, or the presence of Hazardous Materials in, on, under, or about the Premises, common use areas or other airport property, and Lessee has relied solely on Lessee's own inspection and examination of such matters.

(D) Except as to County's obligations set forth in this Article or elsewhere in this Agreement, Lessee expressly assumes the risk that Hazardous Materials that are or may be present on the Premises and common use areas at the commencement of this Agreement may affect the suitability or usability of the Premises and common use areas for Lessee's proposed or intended use. Lessee agrees that, except to the extent of County's Remediation obligations provided in this Article 8, or any other discharge, disposal or release of Hazardous Materials or violation of applicable Environmental Requirements, caused by County, its agents, employees or contractors and except with respect to Baseline Environmental Conditions, County shall have no responsibility or liability with respect to any Hazardous Materials on the Premises and common use areas. Notwithstanding the foregoing, in no event shall County be liable to Lessee for damages relating to physical or personal injury, business interruptions relocation costs or any other cost (other than a cost for which County is liable under this Article 8) resulting from the presence of Hazardous Materials on the Premises and common use areas at any time during this Agreement.

### 8.04 **Responsibilities for Hazardous Materials:**

(A) Unless the parties agree otherwise in writing, the County shall conduct response actions mandated by existing Environmental Requirements applicable to the

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

County for (i) Hazardous Materials disclosed in the Lessee Audit to the extent required by Article 8.06 and (ii) Baseline Environmental Conditions, provided however that:

1) To the extent this Agreement covers Premises not previously occupied by Lessee:

a) any Hazardous Material discovered within six (6) months of the Occupancy Date; or

b) if this Agreement contemplates construction or renovation by the Lessee, any Hazardous Material discovered during that six (6) month period or during any Initial Construction Period as defined in Article 8.01(F); shall be presumed to be a Baseline Environmental Condition under this Agreement except to the extent the Aviation Department demonstrates to the satisfaction of Lessee by written notice setting forth the Aviation Department's explanation as to why the Hazardous Material originated from a discharge, disposal or release that was caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers. Should Lessee determine that such a demonstration has not been made to Lessee's satisfaction, County may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with the Aviation Department.

2) To the extent this Agreement covers:

a) premises previously occupied by Lessee or

b) premises not previously occupied by Lessee but on which Hazardous Material are discovered more than six (6) months from after the Occupancy Date.

Remediation of any Hazardous Material discovered on the Premises shall be the responsibility of the Lessee, except to the extent that Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation as to why the Hazardous Material originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers; (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the date upon which Lessee first occupied the premises and not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers; or (3) a discharge, disposal or release caused by the County, its agents, employees, contractors or any third party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with Lessee. There shall be no presumption created that the County has responsibility for Hazardous Materials discovered pursuant to this Article 8.04(A)(2)(b) in the event that Hazardous Materials may have also been discovered on the Premises within six months of the Occupancy Date pursuant to Article 8.04(A)(1),

(B) County's responsibility for Remediation under this Article 8.04 shall be limited to the Recognized Environmental Conditions required to be remediated under applicable Environmental Requirements. If County is permitted to leave any Hazardous Material in place under applicable Environmental Requirements, County shall have the option of so doing, unless a governmental authority requires at any time the removal of Hazardous Materials for Lessee to be able to continue with construction or occupancy of the

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

Premises. The County shall notify Lessee of any such decision to leave Hazardous Material in place.

(C)

(1) To the extent they exist, the County has made available to Lessee a listing of contamination assessment reports and remedial action plans regarding any soil and groundwater contamination at the Premises. Such list is found on Tab I (Contamination Assessment Reports (CARS) Remedial Action Plans (RAPS) & Schedule 8) to this Agreement. The County may have already installed or may have plans to install remediation systems to clean up the contamination described in such reports to the extent they exist. Lessee agrees that during the term of the Agreement, County's authorized representatives shall have the right to enter the Premises in order to operate, inspect, maintain, relocate and replace such systems. Without limiting the generality of the foregoing, the County shall have the right to: (a) install, use, monitor, remove (or, in connection with monitoring wells, abandon in place in accordance with applicable governmental regulations) soil borings, treatment systems, pumps, monitoring wells, and associated equipment; (b) construct, maintain, and ultimately remove various mechanical devices designed to aid in the monitoring and remediating effort; and (c) undertake such related activities as the Aviation Department or other governmental authorities may require or recommend, utilizing such methods as the Aviation Department or the applicable governmental authorities may elect in order to remediate the contamination described in any such reports.

(2) County shall utilize reasonable efforts to minimize any disturbance of the Lessee's use of the Premises and common use areas caused by any Remediation it undertakes and Lessee agrees that it shall not unreasonably interfere with or obstruct such Remediation. County and Lessee each agree to take such action as may be reasonable to coordinate their operations so as to minimize any interference with the other party. If vehicles, equipment, or materials belonging to the Lessee have to be temporarily relocated to permit the Remediation to be performed, the Lessee will effect such relocation at no expense to the County. Attached to Tab I is a site sketch of the Premises describing any existing or currently planned Remediation equipment and depicting the current and proposed future location of such equipment.

(3) If Remediation equipment or materials need to be temporarily stored in a secure location on the Premises, the Lessee will provide reasonable storage inside the building on the Premises for such equipment and materials at no expense to the County. To the extent that water and electrical service within the Terminal Building are not metered and the Lessee does not pay for such services directly, the Lessee will provide the County with water and electrical service from the Terminal Building in connection with the Remediation, without charge. The Lessee acknowledges the Remediation may be conducted at the locations depicted on the site sketch attached to Tab I at any time during the term of the Agreement and may continue until such time as a no further action letter is obtained from the appropriate regulatory authorities.

**8.05 Baseline Audit:** Because this lease is primarily for operational space within the Terminal Building, County shall have no obligation to perform a Baseline Audit for either the Premises or any common use areas anticipated to be used by Lessee. To the extent that any Baseline Audit of the Premises or such common use areas has in fact been performed by County, and except to the extent Lessee previously occupied the Premises or common use areas, the County shall be responsible for any Recognized Environmental Conditions within the meaning of ASTM E 1527-05, Section 1.1.1, as it may be amended or superseded by time to time, disclosed by the Baseline Audit which the County may respond to, to the extent provided in Article 8.04(B), during the term of the Agreement. Except to the extent Lessee previously occupied the Premises or common use areas,

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

Lessee may terminate this Agreement as to any affected area (or as to the entire Premises if it is not practical for Lessee to conduct its business from the unaffected areas) within thirty (30) days of receipt of the Baseline Audit if Lessee, in its sole discretion, determines that the Recognized Environmental Conditions disclosed in such Baseline Audit are unacceptable.

**8.06 Lessee Audit:** Lessee, at its sole cost and expense, shall have the right to conduct, within sixty (60) days of the Occupancy Date, an environmental inspection of the Premises and the common use areas (the "Lessee Audit"), through an independent environmental consultant approved in writing by County, such approval not to be unreasonably withheld or delayed. If Lessee elects to conduct a Lessee Audit, it shall furnish County a copy of the Lessee Audit within thirty (30) days of Lessee's receipt of the Lessee Audit. The purpose of the Lessee Audit is to determine whether there are present on the Premises or common use areas any Recognized Environmental Conditions not identified in the Baseline Audit, any previous audits, or any contamination assessment reports or remedial action plans, to the extent any such documents exist or tests are performed as a basis for such documents. Within thirty (30) days of receipt of such Lessee Audit, the County shall notify Lessee if it disputes the Recognized Environmental Conditions or the delineation of any subsurface conditions described in the Lessee Audit. If the Lessee Audit reveals any Recognized Environmental Conditions or delineates any subsurface contamination not disclosed in any contamination assessment reports, remedial action plans, or the Baseline Audit, and which are not otherwise considered Baseline Environmental Conditions under the terms of this Agreement, then, except to the extent that Lessee previously occupied the Premises, the County, at its option, shall: (i) allow Lessee to terminate the Agreement as to any affected area (or as to the entire Premises if it is not practical for Lessee to conduct its business from the unaffected areas) within sixty (60) days of receipt of such notice to the County; or (ii) notify Lessee that it has agreed to be responsible for such Recognized Environmental Conditions and delineated subsurface contamination to the same extent as the County is responsible for the Recognized Environmental Conditions and subsurface contamination disclosed in any contamination assessment reports, remedial action plans and the Baseline Audit. If the County allows Lessee to terminate the Agreement and Lessee elects not to terminate, Lessee's failure to terminate shall constitute a waiver of 1) Lessee's rights to terminate its obligations under this Agreement as to any findings in such Lessee Audit, except as to its right to cancel the lease on thirty (30) days' notice under Article 1.01 (B) and, 2) as provided in Article 8.04, any claim it may have against the County with respect either to Recognized Environmental Conditions and subsurface contamination disclosed in such Lessee Audit. To the extent the Lessee previously occupied the Premises, Lessee shall be responsible for all Recognized Environmental Conditions disclosed in the Lessee Audit that are not Baseline Environmental Conditions unless Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation why the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Premises or the common use areas, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors, invitees, or trespassers (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the Occupancy Date and not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers; or (3) a discharge, disposal or release caused by County or third party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or until such time as the dispute is otherwise resolved, responsibility for such Recognized Environmental Condition shall remain with Lessee.

**8.07 Environmental Maintenance of Premises:** Except for the obligations of the County under this Article 8, Lessee shall, at its sole cost and expense, keep, maintain,

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

use, and operate within the Premises at all times in compliance with all applicable Environmental Laws, and shall maintain the Premises in good and sanitary order, condition, and repair, and shall use and operate all common use areas in compliance with all applicable Environmental Laws.

**8.08 Lessee's Use of Hazardous Materials:** Lessee shall not use, store, generate, treat, transport, or dispose of any Hazardous Material on the Premises or common use areas without first providing the County thirty (30) days written notice prior to bringing such Hazardous Material upon the Premises. To the extent certain Hazardous Materials are needed to be used by Lessee on a non-routine basis, such as for emergency repairs, Lessee may provide such notice within twenty-four (24) hours of bringing such Hazardous Material upon the premises. County may object to the use of any Hazardous Material at any time, for reasonable cause related to the threat of site contamination, or damage or injury to persons, Premises or resources on or near the Premises or common use areas. Upon County's objection, Lessee shall immediately remove the Hazardous Material from the site. Attached as Tab K (Lessee's Hazardous Materials List) is a complete list of all Hazardous Materials which Lessee currently intends to use on the Premises or common use areas during the term of the Agreement and which have been approved by the County. This Section 8.08 shall not apply to Hazardous Materials which are not used, generated, treated or disposed of by Lessee but which are otherwise transported by Lessee solely in the course of Lessee's business, such as cargo operations, and for which Lessee has no knowledge as to the identity of such hazardous materials prior to such transport. County's objection or failure to object to the use, storage, generation, treatment, transportation, or disposal of Hazardous Material under this paragraph, or the exclusion of certain Hazardous Materials under this paragraph, shall not limit or affect Lessee's obligations under this Agreement, including Lessee's duty to remedy or remove releases or threatened releases; to comply with applicable Environmental Laws and/or Environmental Requirements relating to the use, storage, generation, treatment, transportation, and/or disposal of any such Hazardous Materials; or to indemnify County against any harm or damage caused thereby. Lessee shall promptly and completely answer periodic questionnaires from the County concerning Lessee's practices regarding the generation, use, storage, and disposal of Hazardous Materials under this Agreement.

### **8.09 Entry by County:**

(A) Notwithstanding any other right of entry granted to County under this Agreement, and subject to the requirements set forth in Article 8.09(B), MDAD shall have the right, at its own expense and upon reasonable notice, to enter the Premises or to have consultants enter the Premises throughout the Term of this Agreement for the purposes of: (1) determining whether the Premises are in conformity with applicable Environmental Law; (2) conducting an environmental review or investigation of the Premises; (3) determining whether Lessee has complied with the applicable Environmental Requirements of this Agreement; (4) determining the corrective measures, if any, required of Lessee to ensure the safe use, storage, and disposal of Hazardous Materials; or (5) removing Hazardous Materials (except to the extent used, stored, generated, treated, transported, or disposed of by Lessee in compliance with applicable Environmental Requirements and the terms of this Agreement). Lessee agrees to provide access and reasonable assistance for such inspections. MDAD shall use its best efforts to reasonably minimize interruptions of business operations on the Premises.

(B) Such inspections may include, but are not limited to, entering the Premises or adjacent property or common use areas with drill rigs or other machinery for the purpose of obtaining laboratory samples of environmental conditions or soil or groundwater conditions. Lessee shall have the right to collect split samples of any

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

samples collected by MDAD. MDAD shall not be limited in the number of such inspections during the Term of this Agreement. MDAD will conduct such inspections during Lessee's normal business hours, but MDAD may conduct such inspections in other than normal business hours if the circumstances so require. For inspections conducted by MDAD, MDAD agrees to provide Lessee with reasonable notice (not less than twenty four (24) hours) prior to inspecting the Premises; provided however, that such notice period shall not apply under circumstances in which MDAD reasonably determines that there exists an immediate threat to the health, safety, or welfare of any persons. If such consultants determine that Hazardous Materials have been released, discharged, stored, or used on the Premises in violation of the terms of this Agreement, Lessee shall, in a timely manner, at its expense, remove such Hazardous Materials in a manner not inconsistent with applicable Environmental Law and otherwise comply with the reasonable recommendations of such consultants to the satisfaction of MDAD and any regulatory authorities. The right granted to MDAD herein to inspect the Premises shall not create a duty on MDAD's part to inspect the Premises, nor liability of MDAD for Lessee's use, storage, or disposal of Hazardous Materials, it being understood that Lessee shall be solely responsible for all liability in connection therewith. MDAD shall provide the results of such inspections to the Lessee in a timely manner if requested to do so in writing. Nothing herein shall be construed to limit, restrain, impair or interfere with County's regulatory authority to conduct inspections and/or the manner in which it conducts such inspections. Lessee shall not be liable for and County hereby releases Lessee from liability for any property damage to the Premises or common use areas or injury to any person caused solely by County during County's inspections under this Article 8.09.

**8.10 Permits and Licenses:** The Lessee warrants that it will secure at the times required by issuing authorities all applicable permits or approvals that are required by any governmental authority having lawful jurisdiction to enable Lessee to conduct its obligations under this Agreement. Upon written request, Lessee shall provide to County copies of all permits, licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to Lessee under applicable Environmental Requirements, as they pertain to the Lessee's operations on or use of the Premises and common use areas.

**8.11 Notice of Discharge to County:**

(A) In the event of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge, or clean-up of any Hazardous Material on the Premises or common use areas in connection with Lessee's operation thereon; or (ii) any written Environmental Claim affecting Lessee from any person or entity resulting from Lessee's use of the Premises or common use areas, then Lessee shall immediately notify County orally within twenty-four (24) hours and in writing within three (3) business days of said notice. If County is reasonably satisfied that Lessee is not promptly commencing the response to either of such events, County shall have the right but not the obligation to enter onto the Premises or common use areas or to take such other actions as it shall deem reasonably necessary or advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with any such Hazardous Material or Environmental Claim following receipt of any notice from any person or any entity having jurisdiction asserting the existence of any Hazardous Material or an Environmental Claim pertaining to the Premises or the common use areas or any part thereof, which if true, could result in an order, suit or other action against the County. If Lessee is unable to resolve such action in a manner which results in no liability on the part of County, all reasonable costs and expenses incurred by County shall be deemed additional rent due County under this Agreement and shall be payable by Lessee upon demand, except to the extent they relate to a Baseline Environmental Condition.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

(B) With regard to any reporting obligation arising out of Lessee's operations or during the Agreement, Lessee shall timely notify the State of Florida Department of Environmental Protection, Miami-Dade County Department of Environmental Resources Management, and the United States Environmental Protection Agency, as appropriate, with regard to any and all applicable reporting obligations while simultaneously providing written notice to County.

(C) Within sixty (60) days of execution of this Agreement, Lessee shall submit to County an emergency action plan/contingency plan setting forth in detail Lessee's procedures for responding to spills, releases, or discharges of Hazardous Materials. The emergency action plan/contingency plan shall identify Lessee's emergency response coordinator and Lessee's emergency response contractor.

**8.12 Reports to County:** For any year in which any Hazardous Materials have been used, generated, treated, stored, transported or otherwise been present on or in the Premises or common use areas pursuant to the provisions of this Agreement, Lessee shall provide County with any reports filed in accordance with the Emergency Planning and Community Right to Know Act (EPCRA). For such Hazardous Materials not subject to the EPCRA requirements and which are not otherwise listed on Tab K (Lessee's Hazardous Materials List) to this Agreement, Lessee shall provide County, upon written request from County, with a written report identifying the Hazardous Materials which were used, generated, treated, stored or transported by Lessee on the Premises or common use areas and any releases of such Hazardous Materials which occurred or were discovered on the Premises or common use areas. In addition to the foregoing, Lessee will provide the Aviation Department with copies of all compliance activities with governmental agencies related to such Hazardous Materials.

**8.13 Periodic Environmental Audits:** Lessee shall establish and maintain, at its sole expense, a system to assure and monitor its continued compliance on the Premises with all applicable Environmental Laws, which system shall include, no less than once each year a detailed review of such compliance (the "Environmental Audit") by such consultant or consultants as County may approve, which approval shall not be unreasonably withheld, delayed or conditioned. Alternatively, if the Aviation Department approves, which approval shall not be unreasonably withheld, delayed or conditioned, such Environmental Audit may be conducted by Lessee's personnel but in either case Lessee shall provide County with a copy of its report of the annual Environmental Audit, which shall be consistent with ASTM's "Practice for Environmental Regulatory Compliance Audits" or other recognized format approved by County. In lieu of submitting the complete annual Environmental Audit report, Lessee may submit a summary of the report but, at a minimum, it must contain all the information responsive to the items listed in the attached Tab K. If the Environmental Audit indicates any unresolved violation of any applicable Environmental Law and/or Environmental Requirements, Lessee shall, at the request of County, provide a detailed review of the status of any such violation within thirty (30) days of the County's request.

**8.14 Remediation of Hazardous Material Release:** If Lessee or Lessee's agents, employees, contractors, invitees or trespassers cause any Hazardous Materials to be released, discharged, or otherwise located on or about the Premises or the common use areas during the term of this Agreement ("Hazardous Material Release"), Lessee shall promptly take all actions, at its sole expense and without abatement of rent, as are reasonable and necessary to return the affected portion of the Premises or the common use areas and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release in a manner not inconsistent with applicable Environmental Law. County shall have the right to approve all such remedial work, including, without limitation: (i) the selection of any contractor or consultant Lessee proposes to retain to

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

investigate the nature or extent of such Hazardous Material Release or to perform any such remedial work; (ii) any reports or disclosure statements to be submitted to any governmental authorities prior to the submission of such materials; and (iii) any proposed remediation plan or any material revision thereto prior to submission to any governmental authorities. The County's approvals shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, County's prior consent shall not be necessary if a Hazardous Material Release poses an immediate threat to the health, safety, or welfare of any persons and, despite Lessee's best efforts, it is not practicable to obtain County's consent before taking remedial action to abate such immediate threat, provided that: (a) Lessee shall notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b) Lessee shall take only such action as may be necessary or appropriate to abate such immediate threat and shall otherwise comply with the provisions of this paragraph. Lessee shall provide County reasonable notice of any such meetings. All remedial work shall be performed in compliance with all applicable Environmental Laws. The County's consent to any remedial activities undertaken by Lessee shall not be withheld so long as County reasonably determines that such activities will not cause any material adverse long-term or short-term effect on the Premises, or other adjoining property owned by County. Lessee's obligations in this section do not apply to Baseline Environmental Conditions.

### **8.15 Indemnity:**

(A) Lessee shall indemnify, defend (with counsel reasonably satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to County's interest in the Premises or the common use areas, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Premises or common use areas and caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers. This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) diminution in the value of the Premises or common use areas; (d) damages for the loss or restriction on use of the Premises; (e) sums paid in settlement of claims; (f) reasonable attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authorities or deemed necessary in County's reasonable judgment, but shall not extend to such claims, payment, diminution, damages, sums, fees or costs to the extent caused (i) solely by an act of God or (ii) by the negligent or willful misconduct of the County, its officers, employees, contractors or agents. For any legal proceedings or actions initiated in connection with the Hazardous Materials Release, County shall have the right at its expense but not the obligation to join and participate in such proceedings or actions in which the County is a named party, and control that portion of the proceedings in which it is a named party. County may also negotiate, defend, approve, and appeal any action in which County is named as a party taken or issued by any applicable governmental authorities with regard to a Hazardous Materials Release; provided, however, claims for which Lessee may be liable pursuant to this Article 8.15 shall not be settled without Lessee's consent. Any costs or expenses incurred by County for which Lessee is responsible under this paragraph or for which Lessee has indemnified County: (i) shall be paid to County on demand, during the term of this Agreement as additional rent; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Lessee on demand. Lessee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind Lessee's successors and assignees and inure to the benefit of County's successors and assignees. Notwithstanding any other provision of this Agreement, this section 8.15 does not apply to Baseline Environmental Conditions or a

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

discharge, disposal or release caused by the County, its officers, employees, contractors or agents.

This indemnity specifically includes the direct obligation of Lessee to perform, at its sole cost and expense, any remedial or other activities required or ordered by a court or agency having competent jurisdiction over the subject matter, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of Hazardous Materials.

(B) In addition, because costs of Hazardous Materials discharges are passed on to airlines through the residual rate charging mechanism at Miami International Airport and the charges to Lessee will be increased to offset such costs, Lessee agrees in order to minimize its obligations in this regard to use best efforts to assist the Aviation Department in responding to Hazardous Materials spills in common use areas reasonably close to the common use areas used by Lessee by making Lessee's remediation equipment and personnel available for such emergency remediation activity. However, Lessee may provide such assistance only at the direct request of the Aviation Department and only if Lessee's remediation equipment is intended to be utilized for the Hazardous Material spill at issue and only if Lessee's personnel have been trained to respond to the Hazardous Material spill at issue. If Lessee is directed to perform any remedial work under this Article 8.15(B) for which it is later determined that Lessee is not responsible, the Aviation Department shall reimburse Lessee for all costs associated with or arising out of Lessee's performance of such remedial work. Lessee shall cooperate with the Aviation Department in any subsequent effort by the Aviation Department to recover from the responsible parties all costs involved with the remediation effort that utilized Lessee's equipment and personnel. Lessee shall perform all such work in its own name in accordance with applicable laws Lessee acknowledges that the County's regulatory power in this regard is independent of the County's contractual undertakings herein, and nothing herein shall affect the County's right in its regulatory capacity to impose its environmental rules, regulations, and authorities upon the Lessee in accordance with the law.

(C) In the event Lessee fails to perform its obligations in Article 8.15(A) above, and without waiving its rights hereunder, County may, at its option, perform such remedial work as described in Article 8.15(A) above, and thereafter seek reimbursement for the costs thereof. In accordance with this Article 8, Lessee shall permit County or its designated representative access to the Premises or the common use areas to perform such remedial activities.

(D) Whenever County has incurred costs described in this section as a result of the failure of Lessee to perform its obligations hereunder, Lessee shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest at the rate of 1 ½ % per month on the outstanding balance commencing on the thirty-first date following Lessee's receipt of such notice until the date of payment.

(E) To the extent of Lessee's responsibility under this Article and without limiting its obligations under any other paragraph of this Agreement, and except to the extent of County's responsibility for environmental conditions set forth in this Article 8, Lessee shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual Hazardous Materials contamination on the Premises or upon common use areas. Lessee's responsibility under this paragraph includes but is not limited to responding to such orders on behalf of County and defending against any assertion of County's financial responsibility or individual duty to perform under such orders. Lessee shall assume, pursuant to the Indemnity provision set forth in this Article 8, any liabilities

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

or responsibilities which are assessed against County in any action described under this paragraph.

**8.16 Dispute Resolution:** County and Lessee agree that any dispute between them relating to this Article 8 will first be submitted, by written notice, to a designated representative of both County and Lessee who will meet at County's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decision of the representatives will be final and binding on the parties. In the event the representatives are unable to resolve any dispute within ten (10) days after submission to them, either party may refer the dispute to mediation, or institute any other available legal or equitable proceeding in order to resolve the dispute.

**8.17 Waiver and Release:** Lessee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Lessee or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Premises or the common use areas, including, without limitation, any Hazardous Material, in, at, on, under or related to the Premises or the common use areas, or any violation or potential violation of any Environmental Law applicable thereto; provided, however, this Article 8.17 shall not constitute a waiver or release of any obligation of County under this Article 8. Lessee acknowledges that County would not enter into this Agreement without Lessee's agreement to the waiver and release provided herein.

**8.18 No Waiver of Rights, Causes of Actions or Defenses:** Notwithstanding any language in this Agreement, including without limitation Articles 8.03, 8.04, 8.05, 8.06, 8.14, 8.15 and 8.16, Lessee does not agree to waive or release any rights, causes of action or defenses it may have against Miami-Dade County or any other party related to allegations made by the County in (i) Case No. 01-8758 CA 25 which has been filed by the County in the Florida Circuit Court of the Eleventh Judicial Circuit, and (ii) a letter dated April 9, 2001, to Lessee and others (who are referred to as "responsible parties" or "RPs"). Nothing herein shall be construed to limit or expand upon any releases previously exchanged between the parties as a result of a settlement or settlements entered under Case No. 01-8758 CA 25 which has been filed by the County in the Florida Circuit Court of the Eleventh Judicial Circuit.

**8.19 Surrender of Premises:** Lessee shall surrender the Premises and the common use areas used by Lessee to County upon the expiration or earlier termination of this Agreement free of debris, waste, and Hazardous Materials used, stored, or disposed of by Lessee or its agents, employees, contractors, invitees or trespassers or otherwise discharged on the Premises or common use areas for which Lessee is responsible during the term of this Agreement. The Premises and the common use areas shall be surrendered in a condition that complies with all applicable Environmental Requirements, and such other reasonable environmental requirements as may be imposed by County. Lessee shall not be responsible under this section 8.19 to the extent of County's obligations under this Article 8.

**8.20 Breach:** Any breach by Lessee of any provision of this Article 8 shall, after notice and a reasonable opportunity for Lessee to cure, constitute a default of the Agreement and shall entitle County to exercise any and all remedies provided in the Agreement, or as otherwise permitted by law.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

8.21 **Survivability of Terms:** The terms and conditions of this Article 8, including the indemnity, waiver, and release, shall survive the termination of this Agreement.

8.22 **Right to Regulate:** As provided for in Article 20 of this Agreement, nothing within this Article 8 shall be construed to waive or limit, restrain, impair or interfere with the County's regulatory authority.

### **ARTICLE 9** **Indemnification and Hold Harmless**

The Lessee shall protect, defend (using attorneys reasonably acceptable to both the County and the Lessee), and hold the County and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including the leased Premises, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees, through all levels of trial and appellate proceedings), of any nature whatsoever arising out of, relating to or resulting from this Agreement and/or the use or occupancy of the leased Premises or the acts or omissions of officers, agents, employees, contractors, subcontractors, licensees, assignees, successors or invitees of the Lessee regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused (i) solely by an Act of God, or (ii) by the negligence or willful misconduct of the County, its officers, employees or agents. The County shall give the Lessee reasonable notice of any such claims or actions. The provisions of this Article 9 shall survive the expiration or early termination of this Agreement.

### **ARTICLE 10** **Assignment and Subletting**

The Lessee shall not assign, transfer or otherwise encumber this Agreement, nor sublet all or any portion of the Premises, nor, except as may be otherwise authorized pursuant to Article 2.01 (Use of Premises), allow others to use the Premises for any commercial purpose. Notwithstanding the preceding sentence, the Lessee shall, without the prior approval of the Department, be permitted to assign or transfer this Agreement if the intended assignee or transferee is the Lessee's parent, a subsidiary of the Lessee or the Lessee's successor by reason of merger, consolidation or acquisition of substantially all the Lessee's assets. The Lessee must notify the Department, in writing, prior to the assignment or transfer of this Agreement and must provide complete assignee information. In no event shall this Agreement be assigned or transferred to an entity which intends to use the Premises primarily for the purpose of providing aeronautical services to other airlines.

### **ARTICLE 11** **Insurance**

11.01 **Insurance Required:** In addition to such insurance as may be required by law, the Lessee shall maintain, through a combination of primary and umbrella (excess liability) insurance at its sole option, without lapse or material change, for so long as it occupies the Premises, the following insurance:

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

(A) Commercial General Liability Insurance on a comprehensive basis, including Contractual Liability, to cover the Lessee's Premises and operations, in an amount not less than **\$1,000,000** (one million dollars), combined single limit per occurrence for bodily injury, including passenger liability, as appropriate, and property damage. The County must be shown as an additional insured with respect to this coverage.

(B) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by the Lessee in connection with its operations under this Agreement in an amount not less than:

(1) **\$5,000,000** combined single limit per occurrence for bodily injury and property damage covering all vehicles and ground and mobile equipment used by the Lessee on the Airside Operations Area of the Airport ("AOA");

(2) **\$300,000** combined single limit per occurrence for bodily injury and property damage covering such vehicles and ground and mobile equipment when being used by the Lessee off of the AOA.

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

The insurance policies required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Lessee under this Agreement. All insurance policies required pursuant to the terms of this Agreement shall be issued by companies approved to do business under the laws of the State of Florida. Such companies must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of the County Risk Management Division.

**11.02 Insurance Certificates Required:** Prior to the commencement of operations hereunder and annually thereafter, the Lessee shall furnish or cause to be furnished certificates of insurance to the Department which certificates shall clearly indicate that:

(A) The Lessee has obtained insurance in the types, amounts and classifications as required for strict compliance with this Article;

(B) The policy cancellation notification provisions specify at least 30 days advance written notice of cancellation or material change to the County; and

(C) The County is named as an additional insured with respect to the Lessee's Commercial General Liability policies.

On said insurance certificates, unless specifically shown to be excluded thereon, comprehensive public liability coverage shall include contractual liability and notification of cancellation shall include notification of material changes in the policies.

The County reserves the right to require the Lessee to provide such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to the Lessee, which notice shall automatically amend this Agreement effective 30 days after such notice.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

11.03 **Compliance:** Compliance with the requirements of this Article 11 (Insurance) shall not relieve the Lessee of its liability under any other portion of this Agreement or any other agreement between the County and the Lessee.

11.04 **Right to Examine:** The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Lessee shall, upon receipt of notice from the Department, promptly provide to the Department certified copies of such portion(s) of the policies of insurance and related documents as the Department shall deem necessary.

11.05 **Personal Property:** Any personal property of the Lessee or of others placed in the Premises or placed anywhere on the Airport shall be at the sole risk of the Lessee or the owners thereof, and the County shall not be liable for any loss or damage, except to the extent such loss or damage was caused by the negligence of the County, as limited by Section 768.28, Florida Statutes.

11.06 **Increase in Insurance:** From time to time during this Agreement, County shall have the right to review the levels of insurance that should be maintained by tenants similarly-situated to Lessee hereunder and shall have the right to increase any or all such levels. Upon any such increase, County shall notify Lessee of the increase and Lessee shall within thirty (30) days of such notice obtain and thereafter maintain insurance in such increased amount.

### **ARTICLE 12** **Use of Public Facilities**

The County grants to the Lessee, in common with all others desiring to use the Airport, and only to the extent necessary to carry out the rights granted the Lessee hereunder, the nonexclusive privilege to use the runways, taxiways, roads of egress and ingress, service roads and such other facilities and improvements as may be now in existence or hereafter constructed for the use of persons lawfully using the Airport, including common use areas within the Terminal Building; provided, however, that such usage shall be subject to the payment of nondiscriminatory fees and other charges established by the County, and such use shall at all times be in compliance with rules and regulations established by the Department from time to time. Nothing herein contained shall grant to the Lessee the right to use any space or area improved or unimproved which is leased to a third party, or which the County has not leased herein.

### **ARTICLE 13** **Termination**

13.01 **Payment Defaults:** Failure of the Lessee to make all payments of rentals, fees and charges required to be paid herein when due shall constitute a default, and the County may, at its option, terminate this Agreement after seven (7) calendar days' notice in writing to the Lessee unless the default be cured within the notice period.

13.02 **Insurance Defaults:** The County shall have the right, upon seven (7) calendar days written notice to the Lessee, to terminate this Agreement if the Lessee fails to provide evidence of insurance coverage in strict compliance with Article 11 (Insurance) hereof prior to commencement of operations, or fails to provide a renewal of said evidence upon its expiration; provided, however, that such termination shall not be effective if the Lessee provides the required evidence of insurance coverage within the notice period.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

**13.03 Other Defaults:** The County shall have the right, upon 30 calendar days written notice to the Lessee, to terminate this Agreement upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period, or if correction cannot reasonably be completed within such 30 day period, in the sole discretion of the Department, the Lessee has commenced substantial corrective steps within such 30 day period and diligently pursues same to completion.

(A) Failure of the Lessee to comply with any covenants of this Agreement, other than the covenants to pay rentals, fees and charges when due, and the covenants to provide required evidence of insurance coverage.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein, by the Lessee, including the providing of any service without a permit when such permit is either required herein or by required by the Department.

(C) Failure of the Lessee to comply with any Environmental Law or Environmental Requirement as those terms are defined in Article 8.01 of this Agreement.

**13.04 Termination for Abandonment:** This Agreement shall be automatically terminated upon the abandonment by the Lessee of the Premises or the voluntary discontinuance of operations at the Airport for any period of time exceeding 15 consecutive calendar days, unless such abandonment or discontinuance has been caused by strike, labor disturbance, Act of God, civil disturbance or governmental order that prevents the Lessee's use of the Premises for the purposes authorized in Article 2 (Use of Premises). The Lessee shall remain fully responsible for all rental and other payments due during any period of abandonment prior to termination pursuant to this Article 13.04.

**13.05 Actions at Termination:** The Lessee shall vacate, quit, surrender up and deliver the Premises to the County on or before the termination date of this Agreement, whether by lapse of time or otherwise. The Lessee shall surrender the Premises in the condition required under Article 4.03 (Maintenance and Repairs) herein. All repairs for which the Lessee is responsible shall be completed prior to surrender. The Lessee shall deliver to the Department all keys to the Premises upon surrender. On or before the termination date of this Agreement, except in the instance of termination pursuant to Article 13.04 (Termination for Abandonment), in which event the Lessee shall be allowed up to five calendar days from date of termination, and provided that the Lessee is not in default in the payment of any rentals, fees or charges required to be paid herein, the Lessee shall remove all of its personal property from the Premises. Any personal property of the Lessee not removed in accordance with this Article may be removed by the Department for storage at the cost of the Lessee. Failure on the part of the Lessee to reclaim its personal property within 30 days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County.

Upon termination of this Agreement, the Lessee shall, at its expense, take all actions required by Federal, State and local laws, regulations or codes to remove from the Premises any hazardous substance or environmental contaminant, whether stored in drums, or found in vats, containers, any distribution pipe lines used by the Lessee during its tenancy of the Premises, or the like, and properly place out of service and/or abandon any vessel(s) used to store such substances or contaminants in accordance with applicable Federal, State and County regulations. All such substances and contaminants shall be removed by the Lessee in a manner approved and authorized by such federal, state or County laws, regulations or codes.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

At any time during the term of this Agreement, or upon its termination, if the County advises the Lessee that it has reasonable grounds to believe that any hazardous substance or environmental contaminant has been released within the Premises or into the ground under the Premises, then the Lessee at its expense shall retain an approved environmental consultant to perform whatever environmental assessment may be required to determine the extent of such release. In connection with the remediation of such release, the Lessee shall comply with the recommendations and conclusions, contingent upon County approval, of such consultant regarding environmental clean-up efforts that may be required in accordance with applicable laws, rules and regulations, and shall comply with any other clean up requirements imposed on the Lessee by Federal, State or County law, regulations or codes.

**13.06 Lien Upon Personal Property:** In the event of termination for default or upon termination of this Agreement by its term the County shall have a lien upon all personal property of the Lessee at the Airport to secure the payment of any unpaid rentals, fees and charges accruing under the terms of this Agreement, except to the extent of any pre-existing liens on such property that are recognized by state law to be superior to County's lien.

**13.07 Right to Show Premises:** At any time after the Lessee has been given notice of termination or default, pursuant to this Article 13 (Termination) or other applicable provisions of this Agreement, the County shall have the right to enter on the Premises for the purpose of showing the Premises to prospective tenants or users.

**13.08 Other Terminations:** This Agreement shall be subject to termination by the County or the Lessee in the event of any one or more of the following:

(A) The permanent abandonment of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Lessee from operating therefrom for a period in excess of 90 consecutive days, provided that nothing contained herein shall be deemed to constitute a waiver by the Lessee of any right it may have against the United States to just compensation in the event of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of 90 days.

### **ARTICLE 14** **Special Conditions**

**14.01 Quality of Services:** The Lessee shall furnish the services required and authorized, pursuant to Article 2 (Use of Premises) hereof, on a good, prompt and efficient basis and on a fair, equal and not unjustly discriminatory basis to all users thereof.

**14.02 Nondiscriminatory Prices:** To the extent County is required by federal law to monitor and/or require the following, the Lessee shall charge fair, reasonable, customary and not unjustly discriminatory prices for each unit of sale or service; provided, however, that the Lessee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the Lessee's services.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

**14.03 County's Obligations:** The Lessee, in recognition of the County's obligation, pursuant to Section 22 of Part V of the Federal Aviation Administration's standard grant assurances, to enforce the provisions of Articles 14.01 (Quality of Services) and 14.02 (Nondiscriminatory Prices) above, agrees that the Department may, from time to time, and only to the extent so required by such obligation, promulgate standards, methods and procedures for and monitor and test the provision of services hereunder and may require the Lessee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Lessee is not in compliance with the provisions of Articles 14.01 (Quality of Services) and 14.02 (Nondiscriminatory Prices) above, the first such occurrence shall be considered a curable default, pursuant to Article 13.03 (Other Defaults) hereof, and subsequent occurrence(s) shall be considered a material breach of this Agreement, entitling the County to the remedies provided in this Agreement or by law.

### ARTICLE 15

#### **Equal Employment Opportunity, Nondiscrimination and Affirmative Action**

The Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

**15.01 Employment Discrimination:** The Lessee shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, ancestry, sexual orientation or disability. The Lessee shall comply with applicable provisions of the Americans with Disabilities Act, including, but not limited to, provisions pertaining to employment.

**15.02 Nondiscriminatory Access to Premises and Services:** The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, sex, national origin, disability, sexual orientation 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 in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, sex, national origin, disability, sexual orientation or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the improvements; and (3) that

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to then enforceable regulations of the Department of Transportation, as amended from time to time.

**15.03 Breach of Nondiscrimination Covenants:** In the event it has been determined that the Lessee has breached any enforceable nondiscrimination covenants contained in Sub-Articles 15.01 "Employment Discrimination" and Sub-Article 15.02 "Nondiscriminatory Access to Premises and Services", pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Lessee 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 Sub-Article 13.03 "Other Defaults" hereof.

**15.04 Affirmative Action and Disadvantaged Business Enterprise Programs:** The Lessee agrees that in the event the provisions of 49 CFR Part 23, Disadvantaged Business Enterprises (DBE) and 14 CFR Part 152, Affirmative Action Employment Programs, are applicable to the Lessee under this Agreement, it shall 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 DBE and/or Employment Affirmative Action participation goals, keeping of certain records of good faith compliance efforts, and the submission of various reports, including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises. Failure to comply with these requirements shall constitute a default hereunder and be grounds for termination of this Agreement. In the event it has been determined, in accordance with applicable regulations, that the Lessee has defaulted in the requirement to comply with this section, and the Lessee thereafter fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Lessee, to terminate this Agreement pursuant to Sub-Article 13.03 "Other Defaults" hereof.

**15.05 Title VI Clauses for Compliance with Nondiscrimination Requirements:** During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees as follows:

(A) **Compliance with Regulations:** The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are set forth in Sub-Article 15.07. "Title VI List of Pertinent Nondiscrimination Acts and Authorities".

(B) **Non-discrimination:** The Lessee, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-lessees or subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities set forth below, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(C) **Solicitations for sub-leases or subcontracts, including procurements of**

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

materials and equipment: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work to be performed under a sub-lease or subcontract, including procurements of materials, or leases of equipment, each potential sub lessee or subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the Nondiscrimination provisions of this Lease, the sponsor will impose such Lease sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Lessee under the Lease until the Lessee complies; and/or
2. Cancelling, terminating, or suspending a Lease, in whole or in part.

(F) Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six in every sublease and subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any sublease or subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sub-lessee, subcontractor, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

### **15.06 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program:**

(A) The Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

(B) With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the County will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

15.07 **Title VI List of Pertinent Nondiscrimination Acts and Authorities:**  
During the performance of this Lease, the Lessee agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Lessees, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **ARTICLE 16** **Security and Special Provisions**

16.01 **Security:** The Lessee acknowledges and accepts full responsibility for (i) the security and protection of the Premises, any improvements thereon, its equipment and property on the Airport and (ii) all breaches of federal and Lessor security requirements by Lessee’s employees or those persons for whom Lessee has responsibility under Article 16.02, and (iii) control of access to the AOA or any Security Identification Display Area (“SIDA”) through the Premises by persons and vehicles. The Lessee fully understands and acknowledges that any security measures deemed necessary by the Lessee for the protection of said Premises, equipment and property shall be the sole responsibility of the Lessee and shall involve no cost to the County. Lessee is responsible for compliance by its employees and all others for whom it is responsible with applicable security requirements relating to access, through Lessee’s Premises, to the AOA/SIDA. All such security measures by the Lessee shall be in accordance with 49 CFR Part 1542 and the Airport Security Plan.

#### **16.02 Security Identification Display Areas Access - Identification Badges:**

Security Identification Display Areas Access - Identification Badges: The Lessee shall be responsible for (i) assuring that all of Lessee’s employees, and all employees and persons of entities accessing the AOA/SIDA through the Premises on behalf of Lessee (collectively herein, the “SIDA Users”), have appropriate SIDA Identification Badges and comply with

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

all federal and Lessor security requirements applicable to the Premises and SIDAs, (ii) immediately reporting to MDAD all lost or stolen ID badges of Lessee's employees and/or visitors' badges provided by Lessee, and (iii) immediately returning the ID badges of any of Lessee's employees that are transferred from the Airport or terminated from the employ of the Lessee or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by the Department, before an ID badge is issued. The Lessee shall pay, or cause to be paid, to the Department any fines or penalties imposed on Lessor for a violation of the security requirements set forth herein, as well as such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the Department in accordance with this Article. The Department shall have the right to require the Lessee to conduct background investigations and to furnish certain data on such employees before the issuance of ID badges, which data may include the fingerprinting of employee applicants for the badges.

**16.03 AOA - Driver Training:** Before the Lessee shall permit any employee to operate a motor vehicle of any kind or type on the AOA, the Lessee shall require such employee to attend and successfully complete the AOA Driver Training Course conducted from time to time by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department for any violation of AOA driving rules. Notwithstanding the above, the Lessee shall be responsible for ensuring that all such vehicle operators possess current, valid, appropriate Florida driver's licenses.

**16.04 Alcohol and Drug Testing:** The Lessee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended (the "Act"), has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Lessee acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessee, Permittees, Licensees, etc.) to establish reasonable programs to further the achievement of the objectives described herein. Accordingly, the Lessee shall establish programs (1) for pre-employment alcohol and drug screening for all candidates for employment at the Airport who will as a part of their duties (a) be present on the AOA; (b) operate a motor vehicle of any type on the AOA; or (c) operate any equipment, motorized or not, on the AOA and (2) for the same or similar screening based upon a reasonable suspicion that an employee, while on duty on the AOA, may be under the influence of alcohol or drugs. Notwithstanding the above, the Lessee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

**16.05 Drug-Free Workplace Certification:** The Lessee, in its execution of this Agreement, acknowledges that it provided to the County a Drug-Free Workplace Affidavit certifying that it is providing a drug-free workplace for its employees, as required by County in Section 2-8.1.2 of the Miami-Dade County Code (the "Code"), as such Code provision may be amended from time to time. Based on the provisions of said Code, the County shall have the right, upon 30 days written notice to the Lessee, to terminate this Lease in the event the Lessee fails to provide, as of each anniversary of the effective date of this Lease, the annual re-certification affidavit at Tab J (Drug-Free Workplace Annual Certification Form) and as required by the Code; provided however, that such termination shall not be effective if the Lessee submits the required Affidavit within the notice period.

Further, this Agreement shall be terminated upon not less than fifteen (15) calendar days written notice to the Lessee, and without liability to the County, if the Department or the County Manager determines any of the following:

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

(A) That the Lessee has made a false certification in its execution of the Affidavit submitted with its application or in its annual re-certification as required by the Code;

(B) That the Lessee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Code, other than the annual re-certification; or

(C) That such a number of employees of the Lessee have been convicted of violations occurring in its workplace(s), as to indicate that the Lessee has failed to make a good faith effort to provide a drug-free workplace as required by the Code.

16.06 **Special Programs:** The Lessee shall ensure that all employees at the Airport so required participate in such safety, security and other training and instructional programs, as the Department or appropriate Federal agencies may from time to time require.

16.07 **Vehicle Permit and Company Identification:** Motor vehicles and equipment of the Lessee operating on the AOA must have an official motor vehicle identification permit issued pursuant to Section 25-9.7 of the Miami-Dade County Code and any Operational Directives of the Department. In addition, company identification must be conspicuously displayed thereon.

16.08 **Federal Agencies Right to Consent:** The Lessee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Lessee in areas under the jurisdiction or control of such Federal Inspection agencies.

### 16.09 **AOA - Right to Search:**

(A) The Lessee agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter or leave and while on the AOA.

(B) It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Lessee from entering the AOA based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities, including repeated failure to comply with MDAD's or the FAA's SIDA/access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of the Department or his authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

(C) The Lessee acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities at the Airport.

16.10 **Additional Security Requirements:** Notwithstanding the specific provisions of this Article 16, County shall have the right to add to, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the FAA.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

16.11 **Compliance by Lessee's Contractors; Lessee's Responsibility for Security Failures:** Lessee agrees that it will include in all contracts and subcontracts with its MIA contractors, subcontractors, service providers and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Lessee agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD or the FAA upon Lessee's contractors, subcontractors, service providers, suppliers and their individual employees for a violation of applicable security provisions, Lessee shall be responsible to the County for all such violations and shall indemnify and hold County harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

16.12 **Right of Flight:** There is hereby reserved to the County, its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the premises herein leased, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from for operating on Miami International Airport.

### **ARTICLE 17** **Employees**

17.01 **Control of Employees:** The Lessee shall properly control the actions of its employees at all times that said employees are working on the Airport, ensuring that they present a neat appearance and discharge their duties in a courteous and efficient manner and that they maintain a high standard of service to the public. Lessee agrees to properly instruct its employees on all security requirements applicable to their actions at the Airport and the remedies, penalties and sanctions that may result from a failure to comply with such security requirements. Lessee acknowledges that any employee of Lessee failing to comply with applicable security requirements shall be individually subject to remedies, penalties and sanctions provided in security provisions then applicable to their actions and that such remedies may include, but not be limited to, arrest and incarceration following conviction at trial, administrative meetings and hearings, fines, compulsory remedial training, and temporary or permanent loss of access privileges at the Airport

17.02 **Use of Public Facilities:** The Lessee acknowledges and agrees that the County has provided certain facilities, such as Terminal seating areas, hold rooms, rest rooms and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. The Lessee shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be in contact with the traveling public, those providing passenger services and those doing so as part of regular assigned duties.

17.03 **Lessee's Responsibility for Employee Violations:** In the event the Lessee is in default of the covenants in Articles 17.01 (Control of Employees) and 17.02 (Use of Public Facilities) for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

of the traveling public, the Department shall have the right to require the Lessee to conduct an investigation into any claimed violation of the covenants; if such investigation substantiates a violation, Lessee agrees to administer appropriate discipline up to and including discharge of the offending employee. Lessee acknowledges that notwithstanding any such disciplinary action taken by Lessee, County shall have the right to revoke or suspend the ID badge of any such employee in the manner set forth in Article 16.02.

### **ARTICLE 18** **Civil Actions**

18.01 **Governing Law; Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the appropriate federal or state courts of the State of Florida.

18.02 **Notice of Commencement of Civil Action:** In the event that the County or the Lessee commences a civil action where such action is based in whole or in part on an alleged breach of this Agreement, and if Lessee has complied with its obligation to appoint a Registered Office/Agent under Article 18.03, County shall effect any initial service of process upon Lessee through such Registered Office/Agent in compliance with applicable rules of civil procedure pertaining to the court in which the action is brought and Lessee shall effect any initial service of process upon County in the manner provided by state or federal law applicable to the court in which the action is brought. If Lessee has failed to comply with such obligation, then the County and the Lessee agree to waive the foregoing procedure for initial service of process and agree to submit themselves to the jurisdiction of the court in which the action has been filed whenever service has been made in the following manner:

(A). Upon the County: by Certified Mail, Return Receipt Requested, sent to (a) the party indicated in Article 20.07 on behalf of the County and (b) with a copy to the County Attorney, Aviation Division, P.O. Box 025504, Miami, Florida 33102-5504.

(B). Upon the Lessee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 20.07 on behalf of the Lessee, with a copy to whatever attorney the Lessee has designated in writing, if any. In the event that the County and/or the Lessee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of \$250.00 to plaintiff in such action, prior to answering the complaint.

18.03 **Registered Office/Agent; Jurisdiction:** Notwithstanding the provisions of Article 18.02 (Notice of Commencement of Civil Action), and in addition thereto, the Lessee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.0501, Florida Statutes. If the Lessee is a natural person, he and his personal representative hereby submit themselves to the

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

jurisdiction of the Courts of this State for any cause of action based in whole or in part on an alleged breach of this Agreement.

### **ARTICLE 19** **Trust Agreement**

19.01 **Incorporation of Trust Agreement by Reference:** Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement dated as of December 15, 2002, by and among the County and JP Morgan Chase Bank as Trustee, and Wachovia Bank, National Association, as Co-Trustees (the "Trust Agreement") and specifically the terms of Section 501 thereof, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

19.02 **Adjustment of Terms and Conditions:** If, at any time during the term of this Agreement, a court or Federal Agency of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution.

In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment or rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

19.03. **Modifications Caused by DOT Order:** To the extent required by federal law, if an action before the U.S. Department of Transportation results in a final, unappealed order compelling modification of a term of this agreement, the parties shall make appropriate modifications to this Agreement so as to be in compliance with such order.

### **ARTICLE 20** **Other Provisions**

20.01 **No Representation:** The County makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that the County will not be responsible for any loss, damage or costs which may be incurred by the Lessee by reason of any such physical condition.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

20.02 **Headings:** Any headings preceding the text of any articles, paragraphs or sections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

20.03 **Interference:** The Lessee further expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.

20.04 **Authorized Uses Only:** The Lessee shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate, any insurance policies of the County or any policies of insurance written on behalf of the Lessee under this Agreement.

20.05 **Binding Effect:** The terms, conditions and covenants of this Agreement shall insure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

20.06 **Subordination to Federal Requirements:**

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

(B) This Agreement shall be amended by the parties from time to time in order to comply with Federal laws or regulations as they may be enacted, issued or amended from time to time. The parties agree that nothing in this Agreement shall compel a party to comply with a provision that is then in violation of or conflict with Federal laws or regulations as they may be enacted, issued or amended from time to time.

20.07 **Notices:** All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the County or Aviation Department:

Aviation Director  
Miami-Dade Aviation Department  
Post Office Box 025504  
Miami, Florida 33102-5504

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

With a copy to:

- (A) Office of the County Attorney  
Miami-Dade Aviation Department  
Post Office Box 025504  
Miami, Florida 33102-5504

And

- (B) Credit Manager  
Miami-Dade Aviation Department  
Post Office Box 0255044  
Miami, Florida, 33102-5504

As to Lessee:

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt. If any such notices are returned to MDAD as being undeliverable to the party whose name and address are provided above or as amended in writing by the Lessee, or if Lessee has failed to identify any Lessee representative above, then in either of such circumstances hand delivered notices shall be deemed received by the Lessee when presented to the local management representative of the Lessee, including, but not limited to, Lessee's Station Manager at MIA.

20.08 **Rights Reserved:** Rights not specifically granted the Lessee by this Agreement are reserved to the County.

20.09 **Rights of County at Airport:** Except as may be provided by agreement between the parties, the County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Lessee for business damages occasioned during the making of such repairs, alterations and additions.

20.10 **Rights to be Exercised by Department:** Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

20.11 **No Waiver:** There shall be no waiver of the right of either party to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver,

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

or course of dealing shall not affect the right of either party to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence of any subsequent breach, default or non-performance hereof by the other party.

20.12. **Right to Regulate:** Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Lessee or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, the Zoning appeals Board, the Building and Zoning Department, the Planning Department (as they may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of Lessee that relates in any way to the regulatory or quasi-judicial power of the County and the County shall be released and held harmless by Lessee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

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

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

20.15 **Payment of Taxes:** The Lessee shall pay all taxes and other costs lawfully assessed against its leasehold interests in the Premises, its improvements and its operations under this Agreement; provided, however, the Lessee shall not be deemed to be in default of its obligations hereunder for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes. Failure to pay the taxes upon the adverse ultimate conclusion of such legal proceedings against the Lessee shall constitute a default.

20.16 **Quiet Enjoyment of Others:** The Lessee shall control the actions of its employees, agents, invitees and those doing business with it, so as to not annoy, disturb or be offensive to others and to provide the service hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

20.17 **Radon Disclosure:** In accordance with Section 404.056, Florida Statutes, the following disclosure is hereby made:

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**20.18 Destruction of Premises:** Notwithstanding the month-to-month term of this Agreement, in the event the Premises shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty during the life of this Agreement that the Premises or any portion thereof are rendered untenable, the County shall have the right, but not the obligation, to render said Premises or damaged portion thereof tenable by repairs completed within a reasonable period of time.

(A) In the event the County elects not to render the Premises tenable the Lessee shall be so notified in writing by the Department, and this Agreement shall be deemed terminated as of the date of the casualty, with the Lessee being liable only for payment of rentals on a pro rata basis as to whatever portion(s) of the Premises which were tenable and used by the Lessee following the casualty. In such event, the Department shall endeavor to find adequate replacement premises for the Lessee in existing facilities on the Airport.

(B) If the casualty was caused in whole or in part by Lessee, its officers, employees, agents, contractors, invitees or trespassers, then the Lessee shall not have the right to terminate this Agreement and shall be responsible under other provisions of this Agreement for payment to the County of all damage to the Premises, plus the loss of rentals attributable to the damaged or destroyed premises.

**20.19 Quiet Enjoyment:** Subject to the terms of this Agreement, specifically including, but not limited to, environmental remediation steps to be taken under Article 8, the County's right and obligation to make certain repairs, alterations, and additions under Articles 5 (Maintenance by County) and 20.09 (Rights of County at Airport), which, for purposes of this clause, includes any and all demolition, in whole or in part, of buildings and runways, and roadway systems on or off the Airport, and the reservation of easement rights to the airspace under Article 16.12 (Right of Flight), all of which provisions and others in this Agreement, the Lessee acknowledges may cause disruption and disturbance to the Lessee, and upon the observance by the Lessee of all the terms, provisions, covenants, and conditions imposed upon the Lessee hereunder, the Lessee shall peaceably and quietly hold and enjoy the Premises for the term of this Agreement; provided, however, that for any potential disruption or disturbance arising from factors other than flight and aeronautical use of the Airport, the County will take into consideration reasonable alternative methods of accomplishing a task that may result in disruption or disturbance to Lessee, but County's determination of which alternative to use shall be within County's sole discretion; and provided further that the County shall not be liable for any violation of this clause or for any disruption or disturbance in or to the Lessee's business, for acts or omissions of tenants, users of the Airport, third parties or when any department or agency of the County is acting in its governmental capacity or by Acts of God.

## EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

20.20 **Definition of Day:** The term “day(s)”, as used herein, shall refer to calendar days; provided, however, the term “business day(s)” shall mean all days except Saturdays and Sundays and specifically designated official County holidays. County reserves the right to amend designated holidays and to add or remove holidays, and shall give Lessee notice of any such action. At the present time, the holidays consist of: (1) New Year’s Day; (2) Martin Luther King’s Birthday; (3) President’s Day; (4) Memorial Day; (5) Independence Day; (6) Labor Day; (7) Columbus Day; (8) Veteran’s Day; (9) Thanksgiving Day; (10) Day after Thanksgiving Day; and (11) Christmas Day.

20.21 **Successor Authority:** Lessee agrees that if an airport authority shall be created to succeed to the County and to MDAD in the administration and operation of the Airport System, the provisions of this Agreement shall continue to be binding on the Lessee and such airport authority, and such airport authority shall be deemed to have succeeded to the rights and duties of the County and to MDAD under this Agreement to the extent that the Board of County Commissioners shall transfer such rights and duties to such airport authority.

20.22 **Force Majeure:** The terms and conditions of this Agreement (with the exception of the obligation of the Lessee to pay the amounts required by the terms of this Agreement) shall be subject to Force Majeure. Neither the County nor the Lessee shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, fire, wind, flood, hurricane, tornado, lightning, wind damage or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof or because of any Act of God or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected, provided that notice of such Force Majeure is given by the affected party to the other within ten (10) days of the beginning of said Force Majeure. Should one or both of the parties be prevented from fulfilling its contractual obligations by a state of Force Majeure lasting continuously for a period of six (6) months, the parties shall consult with each other regarding the future implementation of this Agreement. Notwithstanding the foregoing, the prevention or delay of performance caused by the coronavirus disease 2019 (COVID-19) shall in no way be deemed by Lessee as a condition subject to Force Majeure.

20.23 **Entirety of Agreement:** The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement supersedes any prior agreements between the County and the Lessee with respect to the lease of Airport Terminal premises, except for any obligations of the Lessee which expressly, under contract or law, survive the termination of such agreements.

EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

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

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_ Aviation Deputy Director

ATTEST: Harvey Ruvin, Clerk

By: \_\_\_\_\_ Deputy Clerk

Date: \_\_\_\_\_

(SEAL)

COMPANY XYZ

By: \_\_\_\_\_ President

\_\_\_\_\_  
Print Name

ATTEST:

The undersigned is the Secretary of the Airline or other entity, or is the officer thereof who is responsible for certifying documents and actions of the Airline or entity. I hereby certify that the person signing this above document is the president or other authorized representative and who, by the laws of the country or state in which the Airline or entity is established and by the authority provided by the airline's or entity's internal regulations, is authorized by such laws and regulations to execute this document on behalf of the Airline or entity.

\_\_\_\_\_  
Secretary or other officer

\_\_\_\_\_  
Print Name

(Corporate or Company Seal or Stamp)



EXHIBIT E

Terminal Building Lease Agreement No. XXXX between Miami-Dade County and Company XYZ

General Counsel's Certificate of Signing Authorization

The undersigned is currently serving as the General Counsel or Legal Counsel to \_\_\_\_\_, an air carrier or entity desiring to operate at Miami International Airport under the authority of the Terminal Building Lease Agreement ("TBLA") and is familiar with the laws and internal regulations of the air carrier or entity regarding the authorization of company representatives to sign legal documents on the company's behalf. The undersigned certifies that the person who signed the attached TBLA on behalf of the company is either the President or other officer of the company who is currently authorized by both the laws of the country or state under which the company is established and the internal regulations of the company to sign the TBLA on behalf of the company and to bind the company to the terms of the TBLA.

\_\_\_\_\_  
General Counsel or Legal Counsel

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

CITY OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

STATE OR PROVINCE: \_\_\_\_\_

COUNTRY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_,

(Authorized Representative)  
of \_\_\_\_\_, who is personally

known to me or has produced \_\_\_\_\_ as  
(Type of Identification)

and who did / did not take an oath.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Notary Commission Number)

Notary Public – State or Country of \_\_\_\_\_  
(State/Country)

Notary Stamp or Seal:

**EXHIBIT F**  
**Standard Form of Field Lease**

DRAFT

**EXHIBIT G**  
**Implementing Order 3-58 – First Source Hiring Referral Program**

<https://documents.miamidade.gov/ao-io/IO/IO-03-58.pdf>

DRAFT

**EXHIBIT H**  
**Monthly Report of Gross Revenues**

DRAFT

EXHIBIT H

**MONTHLY REPORT OF GROSS REVENUES**

(Due on or before the tenth (10<sup>th</sup>) calendar day following the end of each month)

MONTH OF: \_\_\_\_\_ YEAR 20 \_\_\_\_\_

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

From: Company Name  
Address  
City, State, Zip Code  
Lease No.

	Location ID No.:	Location ID No.:	Location ID No.:	*Summary Total \$
<b>Gross Revenues</b>	_____	_____	_____	_____
<b>% Fee Rate</b>	_____	_____	_____	_____
<b>Total % Fee</b>	_____	_____	_____	_____
<b>Less: Monthly Minimum Guarantee</b>	_____	_____	_____	_____
<b>% Fee Due in Excess of MMG</b>	_____	_____	_____	_____

Payment included in Check No.: \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Dated: \_\_\_\_\_

List all locations and provide summary\*.

I hereby certify that the above statement is true and correct

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*The Department reserves the right to modify this form at any time.

**EXHIBIT I**

**PAYMENT SECURITY**

**(SURETY PAYMENT BOND/LETTER OF CREDIT)**

DRAFT

# EXHIBIT I

## SURETY PAYMENT BOND

By this Bond, We \_\_\_\_\_, as Principal, whose principal business address is \_\_\_\_\_, as Contractor under the contract dated \_\_\_\_\_, 20 \_\_\_\_, between Principal and Miami-Dade County for the construction of **Project Name: General Aeronautical Service Permits (GASP) to Commercial Aircraft Operators and Airlines** Solicitation No: Request for Qualifications (RFQ) EVN0000202 (herein after referred to as "Contract") the terms of which 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) \$ \_\_\_\_\_,<sup>1</sup> 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:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; provided, however, that any action instituted by such claimant under this paragraph for payment must be in accordance with notice and time limitation provisions in Section 255.05(2), Florida Statutes; and
2. Pays County all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a failure by Principal to make any such payments;

then this bond is void; otherwise it remains in full force.

A claimant shall have a right of action against the Principal and the Surety for the amount due it. Such action shall not involve the County in any expense.

A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that it intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

No action for labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance its right to bring an action under the bond against the surety.

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

**SURETY PAYMENT BOND (Cont'd)**

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

(CONTRACTOR)

\_\_\_\_\_  
(Contractor Name)

BY:

\_\_\_\_\_  
(President) (Managing Partner or Joint  
Venturer)

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)

<sup>1</sup> Surety Payment Bond must be equivalent to one hundred percent (100%) of the Contract price.

**EXHIBIT I**

Letter of Credit

---

**Irrevocable Standby Letter of Credit**

(On bank's letterhead)

Date: \_\_\_\_\_

L.O.C. No. \_\_\_\_\_

Miami Dade Aviation Department  
Attn: Accounts Receivable Manager  
4200 NW 36<sup>TH</sup> Street Bldg. 5A Suite  
300Miami, FL 33122

To Whom It May Concern:

By order of \_\_\_\_\_ (Name of User) \_\_\_\_\_, we hereby issue our Irrevocable Standby Letter of Credit No. \_\_\_\_\_ in your favor in an amount not to exceed \$ \_\_\_\_\_ in US Funds, effective immediately, and expiring at the close of business on \_\_\_\_\_, 20 \_\_\_\_ at our counters at \_\_\_\_\_.

Funds under this Letter of Credit are available to you against your draft(s) drawn on us at sight, identifying your Letter of Credit number. Each such draft(s) must be accompanied by your written statement to be signed by an official of the Miami Dade Aviation Department reading as follows:

“that \_\_\_\_\_ (Name of User) \_\_\_\_\_ has failed to comply with the terms of the Agreement entered into with the Miami-Dade Aviation Department”, and “we are hereby presenting our draft for payment.”

Partial drawings under this Letter of Credit are permitted.

This Letter of Credit shall be valid until \_\_\_\_\_, 20 and shall thereafter be automatically renewed without amendment for successive one-year periods upon each anniversary or before the above expiration date unless we notify you in writing by overnight courier at your above address, at least sixty (60) days prior to the above stated expiration date, that we elect not to renew this Letter of Credit.

In the event that we elect not to extend this Letter of Credit and notify you as above then this Letter of Credit shall be available by your draft at sight on us, which need not be accompanied by the above mentioned statement.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us if presented at our counters with this original Letter of Credit while this Letter of Credit is in force and effect.

Except so for as otherwise expressly stated, This Standby Letter of Credit is subject to and governed by the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 600).

DRAFT

\_\_\_\_\_

Issuing Bank

By: \_\_\_\_\_

Signature

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Title)

Bond No. \_\_\_\_\_

**EXHIBIT J**  
**Independent Audit Report**

DRAFT

## EXHIBIT J

### Sample Management Letter

#### Independent Auditor's Report

Board of Directors  
XYZ Corporation

In planning and performing our audit of the Schedule of Gross Revenues and Percentage Fees Paid to the County of XYZ Corporation for the year ended \_\_\_\_\_xx, 20xx, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion of the Schedule of Gross Revenues and Percentage Fees Paid to the County and not to provide assurance on the internal control structure. Our consideration of the internal control structure would not necessarily disclose all matters in the internal control structure that might be material weaknesses under the standards established by the American Institute of Certified Public Accountants.

A material weakness is a condition in which the design or operation of one or more of the specific internal control structure elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the Schedule of Gross Revenues and Percentage Fees Paid to the County being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. However, we noted no matters involving the internal control structure and its operation that we consider to be material weaknesses as defines above.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

**ABC & DEF, CPA's**  
\_\_\_\_xx, 20xx

## EXHIBIT J

### Sample Audit Report

#### Independent Auditor's Report

Board of Directors  
XYZ Corporation

We have audited the accompanying Schedule of Gross Revenues and Percentage Fees Paid to the County (as defined in the Lease and Concession Agreement between Miami-Dade County Florida and XYZ Corporation) of XYZ Corporation for the year ended \_\_\_\_\_ xx, 20xx. This schedule is the responsibility of XYZ Corporation's management. Our responsibility is to express an opinion on this schedule base on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule of Gross Revenues and Percentage Fess Paid to the County is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides basis for our opinion.

In our opinion, the Schedule of Gross Revenues and Percentage Fees Paid to the County referred to above presents fairly, in all material respects, the gross revenues of XZ Corporation for the year ended \_\_\_\_\_ x, 20xx and the related fees paid, as defined in the Lease and Concession Agreement referred to in the first paragraph.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used or any other purpose.

**ABC & DEF, CPA's**  
\_\_\_\_\_ xx, 20xx

## EXHIBIT J

### Sample Compliance Letter

#### Independent Auditor's Report

Board of Directors  
XYZ Corporation

We have audited, in accordance with generally accepted auditing standards, the Schedule of Gross Revenues and Percentage Fees Paid to the County of XYZ Corporation for the year ended \_\_\_\_\_ xx, 20xx and have issued our report thereon, dated \_\_\_\_\_ xx, 20xx. We have not performed any substantive audit procedures beyond the date of our report on the Schedule of Gross Revenues and Percentage Fees Paid to the County. Accordingly, this report is based on our knowledge as of that date and should be read with that understanding.

In connection with our audit, nothing came to our attention that caused us to believe that XYZ Corporation failed to comply with the term of the Lease and Concession Agreement with Miami-Dade County, Florida insofar as they relate to the Company's book of accounts, records and reports. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

ABC & DEF, CPA's  
\_\_\_\_\_, xx, 20xx

EXHIBIT J

XYZ  
Corporation  
Schedule of Gross Revenues and Percentage Fees Paid to the  
County For the Year Ended \_\_\_\_\_, 20xx

<u>Month</u>	<u>Gross Revenues</u>	<u>Percentage Fee Due</u>	<u>Percentage Fee Paid</u>	<u>Balance Due</u>
--------------	-----------------------	---------------------------	----------------------------	--------------------

_____	_____	_____	_____	-
<b>TOTAL</b>	_____	_____	_____	_____

**EXHIBIT K**  
**Local Developing Business Participation Provisions**

DRAFT



**GENERAL AERONAUTICAL SERVICE PERMITS (GASP)**  
**LOCAL DEVELOPING BUSINESS (LDB)**  
**PARTICIPATION PROVISIONS PROPOSER**

Each Proposer must submit at least the following with the proposal:

1. A Schedule of Participation (APPENDIX A, FORM LDB-1) and Letter of Intent (APPENDIX A, FORM LDB-2) by the Proposer of the percentage of participation by an LDB Firm the Proposer intends to have in this Contract, and how the Proposer intends to achieve such stated participation; and
2. Any one or combination of the following:
  - a. If Proposer intends to meet the LDB contract measures as an LDB itself, the Proposer shall submit:
    1. A Schedule of Participation (FORM LDB-1);
    2. Letter of Intent (Form LDB-2);
    3. Proof of LDB Certification of the Proposer;
    4. Explanation of participation by the LDB Firm in management and day-to-day operations (the "LDB Work Program"); and;
    5. Financial participation by the LDB Firm as measured in terms of percentages of gross receipts from this contract.
  - b. If Proposer intends to meet the LDB contract measures as a Partnership or Joint Venture, the Proposer must submit:
    1. Schedule of Participation (FORM LDB-1);
    2. Letter of Intent (FORM LDB-2);
    3. Partnership or Joint Venture Agreement;
    4. Explanation of participation by the LDB firm in the management and day-to-day operation (the "LDB Work Program");
    5. Financial participation by the LDB as measured in terms of percentages of gross receipts for this Agreement;
    6. Proof of LDB Certification of the Partner(s) in the Partnership or Joint Venture.
  - c. If the Proposer intends to meet the LDB contract measures through subcontracting, the Proposer must submit:
    1. A Schedule of Participation (FORM LDB-1);
    2. Letter of Intent (FORM-LDB-2)
    3. Listing of those activities which the Proposer intends to subcontract and the estimated percentage of gross receipts such subcontracted services will represent of the gross receipts from all activities under the Agreement that will be subcontracted;
    4. Proof of LDB Certification of the Subcontractor(s).
3. The Proposer who claims LDB status, as well as all its Partners and Subcontractors who claim LDB status, must be certified as an LDB prior to Bid Submittal.
4. Failure to submit the Schedule of Participation, Letter of Intent, and Proof of LDB Certification will result in the Bid being found non-compliant and may be rejected.



**SCHEDULE OF PARTICIPATION BY LOCAL DEVELOPING BUSINESS (LDB) FIRMS**

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

NAME OF LDB FIRM	DESCRIPTION OF SERVICE(S)	% OF BID/PROPOSAL

**AFFIRMATION:** I hereby affirm that the representations contained in this Schedule of Participation are true and correct, and to the best of my knowledge.

**Bidder/Proposer**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Company Name \_\_\_\_\_



## LETTER OF INTENT (LOI)

**BIDDER/OFFEROR AND LOCAL DEVELOPING BUSINESS (LDB) SUBCONTRACTOR/SUPPLIER**  
 (Form to be completed and signed for each LDB Firm)

<b>Contract Number:</b>	<b>Project Title:</b>
-------------------------	-----------------------

**Bidder/Offeror Name:** \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

**LDB Subcontractor/Supplier Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

- A. This is a letter of intent between the bidder/offeror on this project and a LDB firm for the LDB to perform subcontracting work on this project, consistent with the Title 49 CFR Parts 23 or 26 as applicable.
- B. By signing below, the bidder /offeror is committing to utilize the above-named LDB to perform the work described below.
- C. By signing below, the above-named LDB is committing to perform the work described below.
- D. By signing below, the bidder/offeror and LDB affirm that if the LDB subcontracts any work described below, it may only subcontract that work to another LDB if it wishes to receive LDB credit for said work.

<b>Work to be performed by LDB Firm</b>			
Description	NAICS *	LDB Contract Amount †	LDB Percentage of Total Project Value

**AFFIRMATION:** I hereby affirm that the representations contained in this Letter of Intent are true and correct, and to the best of my knowledge.

**Bidder/Offeror Authorized Representative**

\_\_\_\_\_  
 (Signature) (Title) (Date)

**LDB Subcontractor/Supplier Authorized Representative**

\_\_\_\_\_  
 (Signature) (Title) (Date)

\* Visit <https://www.census.gov/naics/> to search. Match type of work with NAICS code as closely as possible.  
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null void.*

**EXHIBIT L**  
**Ground and Cargo Handling Operations Policies**

DRAFT

# EXHIBIT L

## 2018 AIRLINE USE AGREEMENT

### TAB B

#### GROUND HANDLING OPERATIONS POLICY

(See Article 2(B))

DRAFT

## EXHIBIT L

### TAB B

#### GROUND HANDLING OPERATIONS POLICY APPLICABLE SOLELY TO AIRLINES

I. Effective as of February 1, 2015, the following shall constitute the County's Ground Handling Operations Policy as it applies to Airlines at Miami International Airport that provide Ground Handling Services to other Airlines and shall supersede all prior Ground Handling Operations Policies:

II. Definitions: in addition to the definitions attached hereto as Exhibit A, the following definitions shall apply:

A. *Equity Interest Airline*: an Airline that is owned to the extent of at least 5% of the Airline's voting stock by the Airline providing ground handling services hereunder.

B. *Ground handling services*: those services described in the permits for General Aeronautical Service Permittees (GASPs), or as otherwise described by MDAD. Any type of ground handling service, such as a cargo handling service that is subject to a separate MDAD policy must comply with that separate policy in addition to this policy, unless otherwise specifically stated.

C. *Lessee Airline*: an Airline with a leasehold interest at MIA.

D. *Non-equity Interest Airline*: an Airline in which the Lessee Airline has no equity ownership interest as defined in Section II(A) above or association interest as such term is defined in Exhibit A to this Ground Handling Operations Policy.

E. *Subsidiary*: any company meeting the following criteria:

1. As it applies to a Lessee Airline, a company (i) whose voting capital stock is 100% owned by the Lessee Airline or (ii) whose management and direction are effectively 100% controlled by the Lessee Airline, as the Aviation Department may determine.

2. As it applies to a corporate parent of a Lessee Airline, a company (i) whose voting capital stock is 100% owned by the corporate parent, or (ii) whose management and direction is effectively 100% controlled by the corporate parent, as the Aviation Department may determine.

3. As it applies to a Subsidiary of a Lessee Airline's corporate parent, a company (i) whose voting capital stock is owned by a wholly-owned subsidiary of a corporate parent to the extent of 100% thereof or a lesser percentage if the Aviation Department approves such lesser percentage in the Aviation Department's sole discretion, or (ii) whose management

## EXHIBIT L

and direction is effectively 100% controlled by the corporate parent's Subsidiary, or a lesser percentage as may be approved at the sole discretion of the Aviation department.

**III.** For an Airline without a leasehold at MIA: such Airline may only provide ground handling services to itself through its employees or through a Subsidiary defined in Section II(E) above, in accordance with the terms of a permit issued by the Aviation Department to the Airline or subsidiary for such activity based on a showing by the Airline or Subsidiary that its ground handling activities will not be detrimental to the Department's leasing policies, or the public welfare, or affect the efficient and safe use and operation of the Air Operations Area (AOA) and/or the Airport facilities by others or by the Department.

**IV.** For a Lessee Airline: such Airline or the Subsidiaries as defined above in Section II(E) may provide ground handling services to the following:

A. The Lessee Airline itself and any Airline that operates an aircraft whose tail markings, livery, or operational control by the Lessee Airline identify the aircraft as being operated for passengers of the Lessee Airline;

B. Any Airline whose voting capital stock is owned by the Lessee Airline or the Lessee Airline's corporate parent to the extent of 5% or more, or whose management and direction are effectively 100% under the control of the Lessee Airline or its corporate parent, or a lesser percentage in the latter case if acceptable to the Aviation Department; and

C. One Airline with whom the Lessee Airline has an association interest under any of the categories listed in Exhibit A attached hereto.

**V.** For any of the foregoing services provided by the Lessee Airline or a Subsidiary (except for a Lessee Airline providing services to itself or to an Airline described in Section IV(A) above), the Lessee Airline or Subsidiary shall execute a standard permit or other document then used by the Aviation Department for ground handling activities provided by Airlines. The permit or other document shall reflect that (a) the Living Wage Ordinance shall apply to such services, (b) the Lessee Airline's or Subsidiary's ground handling services are subject to a 7% opportunity fee in addition to the Lessee Airline's or Subsidiary's rent payments, except where the services are provided to an Airline whose livery is the same as, or nearly the same as the livery of the providing Airline or of the Airline with which the Subsidiary is affiliated, and (c) as to any services provided to any Airline on Exhibit A the Lessee Airline or Subsidiary shall comply with Local Development Business (LDB) or other applicable subcontracting or purchasing goals to the same extent such goals are applied to GASPs at the Airport.

**VI.** Nothing in this Ground Handling Operations Policy shall alter any permits or contractual arrangements between the County and any non-airline company providing ground handling services at Miami International Airport.

## EXHIBIT L

**VII.** Nothing in this Ground Handling Operations Policy requires MDAD to change its policy and practice regarding gate assignments at MIA. MDAD will not be required to relocate an Airline being serviced by a Lessee Airline or a Subsidiary to a gate area in closer proximity to the servicing Airline.

DRAFT

## **EXHIBIT L**

### **Exhibit A to GROUND AND CARGO HANDLING POLICIES**

The following definitions of Associated Airlines are listed in the order of the formality of the agreements or relationships of the Associated Airlines:

1. **Subsidiary Carrier** – A separate Airline that is owned wholly by another or Airlines that are jointly owned by the same holding company but may operate as a separate unit. Complete operational and financial information is shared with the owning company. The subsidiary company's management is responsible and reports to the owning company. This relationship is fully recognized under the laws of the country or countries involved.
2. **Equity Partner Agreement** – A relationship with a separate Airline but with a portion of its stock or other assets owned by another Airline. While operational and financial control remains with that Airline, the equity partner may provide certain functions for which it is paid. This relationship must be approved by the governments involved and would require anti-trust protection.
3. **Alliance** – A business relationship that has been approved by the governments of the respective carriers, if from different countries, or by the government from which they come. In most cases the carriers would seek anti-trust protection from the appropriate governments. The companies share operational and financial information and work as a consolidated carrier presenting to the passenger the impression that it is one single business unit.
4. **Feeder Carrier Agreement** – An agreement which provides code sharing and assistance from a carrier's general office which may extend to reservations, flight scheduling, maintenance, safety issues, and other administrative activities. Operational and financial information are exchanged. In most cases this agreement is between a large Airline and a smaller Airline and may require governmental approval and anti-trust protection.
5. **Code Share Agreement** – An agreement which is approved by the governments of the countries from which the Airlines come and which provides for the display of share carrier flights in each carriers' reservation and sales systems. Limited to certain routes and flights and the sharing of certain financial information. Requires governmental approval and the carriers involved may seek anti-trust protection.
6. **Connection Marketing Agreement** – These agreements are limited to specific flights and markets and provide for the transfer of passengers from one Airline to another based on the specific agreement. The only information passed between the carriers would be directly related to the specific markets involved and would not be such that anti-trust protection would be needed.

**EXHIBIT M**

**Common Carrier or Contracted Carrier Attestation Form**

DRAFT



**Exhibit M**  
**COMMON CARRIER OR CONTRACTED CARRIER**  
**ATTESTATION FORM**

The Common Carrier or Contracted Carrier Attestation Form (Form) is required by Section 908.111, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of a Common Carrier or Contracted Carrier (both referenced as "Carrier") and submitted to the Governmental Entity with which a Contract is being executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in Section 908.111, F.S. The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date: