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REQUEST FOR PROPOSALS (RFP)

EVENT No.: EVN0002968

EVENT TITLE: PASSENGER LOUNGE AT MIAMI INTERNATIONAL AIRPORT

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 passenger lounge (both Common and/or Membership Use) at the Miami International Airport (MIA). The lounge is located post-security on the third floor of Concourse E (see **Exhibit 1A**). The County anticipates awarding a single contract for a fifteen (15) year term in this location

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 ADAAccordinator@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 INFO RMS
Proposal Due Date:	Per date and time Specified in INFO RMS
Evaluation Process:	September - October 2025.
Projected Award Date:	January - February 2026

1.2 Definitions

Any or all of the following words and expressions may be used in this Solicitation and, if so, shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "Agreement" or "Contract" shall mean the 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.
2. The word "Airport" or acronym "MIA" shall mean the Miami International Airport.
3. The word "As-Is" to mean that the Concessionaire may receive a Location(s) that is not in a "prepared shell" (vanilla box) condition. Assumption of an "As-Is" space may require demolition and upgrade of infrastructure, at Concessionaire's sole cost.
4. The words "Beneficial Occupancy Date" to mean to be the earliest of (i) the date on which substantial completion of the Work associated with any improvement on the premises has occurred and the appropriate code enforcement agency has issued a Certificate of Occupancy (COO) or a Temporary Certificate of Occupancy (TCO) that enables the Concessionaire to occupy or utilize the improvement in any manner for its intended use, (ii) the date on which the Concessionaire commences the use of any improvement for its intended use (with or without a TCO or COO), or (iii) the date on which substantial completion of the improvement would have occurred and on which the appropriate code enforcement agency would have issued a TCO or COO but for the occurrence of Lessee's delays, all as determined in the sole reasonable discretion of the County.
5. The words "Beverage" or "Beverages" to mean all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral, purified, flavored or enhanced), (viii) liquid concentrate teas and brewed teas, (ix) frozen carbonated and non-carbonated beverages, (x) bar mixers, including shelf stable juices and other mixers, and (xi) any future categories of nonalcoholic beverage products that may be distributed. Note: The definition of Beverage(s) is undergoing continued updates and is subject to change.

6. The word "Concessionaire" to mean an entity that is authorized by contract, permit, lease, or other legal instrument supported by mutual consideration to engage in the sale of consumer goods (beverages, food, etc.), and services. In this case, it is concessionaires who are authorized to sell on County property.
7. The words "Common Use Lounge" to mean a lounge that is accessible to anyone that purchases a day pass.
8. 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 RFP.
9. The word "Contractor" or "Concessionaire" 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", "Lessee", or "Operator".
10. The word "County" or acronym "MDC" to mean Miami-Dade County, a political subdivision of the State of Florida.
11. The words "Day Pass" to mean a one-time access ticket that allows a traveler to access, use the amenities and services of an airport lounge for a single visit.
12. The word "Department" or acronym "MDAD" shall mean the Miami-Dade Aviation Department.
13. The words "Effective Date" shall mean the date on which this Agreement is effective.
14. The words "Gross Revenue(s)" to mean all monies paid or payable to or consideration of determinable value received by the Concessionaire in operation under the Agreement, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on cash, credit or rebate basis or in consideration of any other thing of value; provided, however, the term "Gross Revenues" shall not include: (i) any refund given to the customer because of a customer satisfaction issue which must be documented and creditable; or (ii) promotional discount and coupon offers issued to customers as a result of a Departmental approved marketing plan; or (iii) any sums collected for any Federal, State, County and municipal taxes imposed by law upon the sale of merchandise or services. Or taxes imposed by law, which are separately stated to and actually paid by a customer and directly payable by the Concessionaire to a taxing authority and sales refunds.
15. 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.
16. The word "Location" to mean the designated area(s) within Miami International Airport depicted in **Exhibit 1A** from which the Concessionaire offers Services to the traveling public.
17. The words "Market Basket" to mean a select mix of goods and services that tracks the performance (i.e. price) of a specific market or segment as further described in Section 2.10 of this Solicitation.
18. The words "Membership Use Lounge" to mean a lounge that requires an affiliation to a credit card or other group.
19. The words "Privilege Fee" to mean a fee paid by the awarded Concessionaire to the Department to engage in the business of operating the Concession within MDAD.
20. The words "Project Manager" or "County's Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
21. 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.
22. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
23. The word "Responsible Proposer" shall refer to a Proposer that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

24. The words "Responsive Proposer" shall refer to a Proposer that has submitted a Proposal that conforms in all material aspects to the Solicitation.
25. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
26. The word "Solicitation" to mean this Request for Proposals (RFP) document and all associated addenda and attachments.
27. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
28. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation. This includes the services, functions, responsibilities, activities, tasks, work product and projects to be performed and developed by Contractor as set forth in 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 elements including but not limited to project fees, revenues or pricing; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation 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 violate 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's 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 **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** any member of the County's professional staff, other than any professional staff member who is designated by the County Mayor to engage in such communications; 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.

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.

1.5 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.

1.6 Pre-Proposal Conference and Site Visit (OPTIONAL)

It is highly recommended that Proposers attend the Pre-Proposal Conference (in person or via Zoom) and in-person Site Visit 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 allowances will be made due to lack of knowledge of these conditions or requirements. The Pre-Proposal Conference and in-person Site Visit has been scheduled as follows:

Pre-Proposal Conference and Site Visit will be held on July 18, 2025, at TBD (Eastern Standard/Daylight Time) at Miami-Dade County Aviation Department, TBD, and will also be available via Microsoft Teams. To join the Microsoft Teams, please visit [Join the meeting now](#), meeting ID 286 684 356 696 2, passcode MR7xR9uN

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

Proposers are requested to arrive promptly as the meeting will start on time, and to have access to and/or a copy of the Solicitation on hand during the Pre-Proposal Conference and in-person Site Visit. 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 and in-person Site Visit.

Site Visit Instructions:

After concluding the Pre-Proposal Conference, a Site Visit of the Location facilities will take place from TBD a.m. to TBD p.m. The Site Visit will be limited to two (2) representatives per firm. To assist in our planning including obtaining necessary security clearances, firms are required to submit the names of the individual(s) attending, last four (4) digits of their Social Security Number or passport number, a color copy of driver's license, as well as their respective date of birth to natalya.vasilyeva@miamidade.gov no later than TBD. State in your email that you are submitting the information in order to be scheduled for the referenced Site Visit. Those individuals that fail to submit the required information in a timely manner will not be able to attend the Site Visit.

1.7 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.

1.8 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, reviewed by the County Commission or a County board or committee.

1.9 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 interest 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.

1.10 Contract Measures Airport Concession Disadvantaged Business Enterprises (ACDBE)-Voluntary and is not required Proposers are encouraged to partner with ACDBE Certified firms by Joint Venture Agreements or sub-partner relationships

As used in this Solicitation, the term "Airport Concession Disadvantaged Business Enterprises (ACDBE)" means a small business concern, which (a) is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as set forth in 49 CFR Part 23, Code of Federal Regulations. It is the policy of MDAD that ACDBE's shall have the maximum practical opportunity to participate in the performance of County agreements.

ACDBE participation is not a mandatory requirement in order to be considered for award of a contract as a result of this solicitation. If the Proposer elects to participate, the ACDBE Plan (**Appendix I of Attachment C – Draft Form of Agreement**) must be submitted with the Proposal Submission Package.

For additional information, contact the Office of Small Business Development at (305) 375-3111, visit https://www.miamidade.gov/global/service.page?Mduid_service=ser1556637063832648 or, e-mail your inquiries directly to: Sbdcert@miamidade.gov.

1.11 Labor Peace Requirements

Pursuant to Resolution No. R-148-07, the Concessionaire shall provide and to the extent that a labor organization(s) seeks to represent the Concessionaire's employees, a signed copy of the Labor Peace Agreement for their employees as part of their Proposal to assure that no labor dispute or unrest will disrupt their operations at MIA. Furthermore, the County has the right, in the event of a labor disruption, to suspend its obligations under the contract while the labor disruption is ongoing and to use alternative means to provide the service that is affected by the labor disruption. In the event a Concessionaire is unable to reach an agreement with a labor organization regarding the terms of a Labor Peace Agreement, the dispute between the Concessionaire and the labor organization shall be resolved by expedited binding arbitration in which the decision shall be rendered within ten (10) days of the request for arbitration but no later than five (5) days prior to the date Proposals are due. The Concessionaire and the labor organization shall equally share the costs of arbitration. The Concessionaire shall ensure that all sub-tenants also sign a Labor Peace Agreement. If, after reasonable diligence on the part of the Concessionaire, there are no labor organizations seeking to represent the Concessionaire's employees, the Concessionaire will indicate such within their Proposal. In the event a Concessionaire subsequently learns of a labor union seeking to represent the Concessionaire's employees after the date Proposals are due, Concessionaire must execute and submit a Labor Peace Agreement as a condition of award.

1.12 Contracting with Entities of Foreign Countries of Concern Prohibited

By submitting a proposal or otherwise entering into, a contract under this Solicitation, the Proposer affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Proposer further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Proposer is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Proposer; or c) the Proposer is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs (a)–(c) of Section 287.138, F.S.

This affirmation by the Proposer shall be in the form attached to this Solicitation as the **Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**.

1.13 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.

1.14 Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

By entering into, amending, or renewing a contract under this Solicitation, the Proposer affirms that it does not use coercion for labor or services and complies with the provisions of Section 87.06, Florida Statutes ("F.S."), "Human Trafficking. This attestation by the Proposer shall be in the form attached to this Solicitation as the **Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit**.

2.0 SCOPE OF SERVICES

2.1 BACKGROUND

Miami International Airport (MIA) is the leading economic engine for Miami-Dade County and the State of Florida. Founded in 1928, MIA now offers more flights to Latin America and the Caribbean than any other U.S. airport. Today, MIA enjoys top rankings as the leading international freight airport in the United States and ranks as one of the nation's top three leading airports for international passenger traffic.

MIA's prominent presence in international passenger traffic and cargo activity has fueled a host of other industries, such as tourism, cruise industry, international banking, and commerce. Approximately 76% of all exports and 82% of all imports between the United States and the Latin American/Caribbean region flow through MIA. It should also be noted that MIA is the port of entry for approximately 60% of all international traffic arriving by air to Florida. MIA is the world's largest Latin American/Caribbean gateway, offering over 1,290 weekly departures with non-stop service to 80 destinations in the region. With 45% of total passenger traffic being international, MIA is the number two airport in the U.S. in International passengers. The total number of passengers for Fiscal Year 2024 was 55,702,982 broken down as follows:

- Domestic – 30,753,760 (Arrivals – 15,334,523, Departures – 15,419,237)
- International – 24,949,222 (Arrivals – 12,483,752, Departures – 12,465,470)

The core concessions programs at MIA (Food & Beverage, Retail, and Duty-Free units) utilize nearly 278,000 square feet of space, inclusive of 238 locations, throughout the pre- and post-security areas of the North, Central, and South Terminals. Commensurate with the cultural and geographic diversity of MIA's international passenger base, the concessions program includes a wide array of brands and concepts, including some of the world's leading retailers and restaurants, and international and regional brands specifically targeted to the unique makeup of the MIA traveler base and renowned local concepts curated to deliver an authentic expression of the cultural richness of the Miami area. The number of locations within each Concourse are as follows:

- Concourse D – 46 Food & Beverage, 58 Retail, 8 Duty-Free
- Concourse E - 19 Food & Beverage, 12 Retail, 3 Duty-Free
- Concourse F – 8 Food & Beverage, 4 Retail, 2 Duty-Free
- Concourse G – 8 Food & Beverage, 10 Retail, 0 Duty-Free
- Concourse H – 7 Food & Beverage, 16 Retail, 5 Duty-Free
- Concourse J – 9 Food & Beverage, 21 Retail, 2 Duty-Free

Currently, MIA has ten passenger lounges throughout the Airport, one of which is located pre-security (Military Hospitality Lounge). The existing passenger lounge locations are as follows:

- Terminal E – Military Hospitality Lounge (Armed Forces Service Center)
- Concourse D - Two American Airlines Admirals Club, One American Airlines Flagship Lounge, and The American Express Centurion Lounge
- Concourse E – Turkish Airlines Lounge and British Airways (opening soon.)
- Concourse H/J - Delta Sky Club and Turkish Airlines Lounge
- Concourse J - LATAM VIP Lounge and Avianca/TAP Lounge (opening soon.)

2.2 CONCESSION GOALS AND OBJECTIVES

MDAD has established concession goals and objectives to meet and exceed the demands of today and tomorrow's traveling public. These goals and objective include:

- A. Heighten the image of the MIA as a world-class airport.
- B. Enrich customer service and satisfaction by improving product choice, price, and client service delivery.
- C. Optimize sales and revenues.
- D. Boost design and location of retail units.
- E. Present a local and regional identity concept that enhances the "sense of place" and convey the cultural richness and diversity of Miami to the traveling public.
- F. Provide national and international branded concepts.
- G. Increase the Airport Concession Disadvantaged Business Enterprises (ACDBE) participation to the extent possible.

2.3 PASSENGER LOUNGE VISION, SERVICES AND OPERATIONAL REQUIREMENTS

The Common Use Lounge and/or a Membership Lounge (Lounge) will be located post-security in Concourse E (see **Exhibits 1A**), at MIA.

MDAD's vision for these spaces is that of a comfortable environment (including well-appointed furnishings and décor) for passengers waiting to board departing flights. The Lounge will be available for passengers' use via membership or day pass and will not be exclusive to a specific airline. The Lounge shall be required to provide a range of goods and services, including but not limited to food, beverages, and other amenities as outlined below:

- Acceptance of all major domestic credit cards, UnionPay Card, and other internationally recognized credit cards;
- A combination of complimentary food and beverage offerings, along with freshly prepared, made-to-order menu items available for purchase.;
- A full-service bar featuring premium liquor selections, with clear identification of complimentary items versus those available for purchase;
- Passenger amenities such as concierge services, business center access(including computers, printers and WIFI), a variety of reading material (magazines and newspapers), televisions, flight information display (FIDS), and designated quiet rooms.
- Optional value-added features may include spa or salon services and shower facilities.

The selected Proposer will provide the goods and services, as approved by the Department, to its patrons three hundred sixty-five (365) days a year in accordance with **Exhibit 2 - Tenant Handbook**. Any costs to install, maintain, manage, and operate the Location as well as all equipment and fixtures, and any other infrastructure on the Airport, necessary and appropriate for the operation of the passenger

lounge, shall be borne by the selected Proposer.

The selected Proposer shall comply with **Exhibit 3 - MDAD Operational Directive No. 16-04** regarding Polystyrene (Styrofoam) Ban at Miami International Airport.

2.3.1 Lounge Concessions Categories

The selected Proposer's concessions categories shall encompass the range of goods, services, and opportunities that contribute to the overall functionality, appeal, and profitability of the lounge as outline below:

a) Guest Fee/Day Passes

Access to the lounge shall be available for common-use or membership-based guests. Day passes may also be offered to non-members to enhance accessibility.

b) Food and Beverages

Food offerings shall include freshly prepared, made-to-order dishes. Beverage options must include a variety of non-alcoholic choices, such as water, juice, tea, and coffee, ensuring a high-quality dining experience.

c) Alcoholic Beverages

Alcoholic beverage offerings shall include a diverse selection of local, domestic, and imported beers, quality wines at various price points, and an extensive range of liquors. Signature drinks/cocktails shall be included, with options ranging from value-priced to premium spirits to cater to diverse passenger preferences.

d) Advertising and Promotions

The selected Proposer may incorporate advertising and promotional initiatives within the lounge. This includes providing opportunities for third parties to utilize designated spaces for advertising campaigns, as further detailed in Article 2.01 of the Draft Agreement.

e) Merchandise

The selection and sale of merchandise shall be at the discretion of the selected Proposer. Items may include, but are not limited to, travel essentials, reading materials such as magazines, souvenirs, and high-end products, offering a variety of retail options to lounge patrons.

2.3.2 Lounge Participants

Airlines without dedicated lounge locations or those wishing to also have access to this Lounge, may be accommodated if desired by the selected Proposer. However, lounge membership guests and day pass guests shall be the primary customer base for these spaces. If applicable, the rate provided to Airlines for lounge services is the responsibility of the Concessionaire.

2.3.3 Location of Available Spaces:

The passenger lounge location is above the main concourse areas, one on the third level. Vertical circulation is currently available via elevators and/or stairs. Currently, Concourse E has limited access and this lounge location on the third floor will require the addition of elevator. The Airport is conducting a feasibility study to determine where additional elevator opportunities exist and will share the results of that study when available. Any additional elevators, vestibules, or concourse entry areas will be the part of the selected Proposer's construction, at the Proposer's expense.

The Location (**Exhibit 1A**) is on the third floor of Concourse E, above gate E7; and is currently a combination of office spaces and vacant spaces, approximately 13,793 square feet. Access to this Location from the concourse is currently provided via a small elevator. A new concourse entrance, elevator, and vestibule is required and must be considered by the selected Proposer. The selected Proposer shall include in their proposal submission an additional elevator as a part of the selected Proposer's construction, at the Proposer's expense. Upon the completion of the elevator installation by the Proposer, the Proposer shall assume full responsibility for all maintenance, support, and any other obligations necessary to ensure the continuous and proper operation of the elevator throughout the term of the resulting Lease Agreement. This responsibility shall remain with the selected Proposer for the entirety of the lease period.

2.4 SELECTED PROPOSER RESPONSIBILITIES

The selected Proposer shall finance, develop, manage, design and construct, operate and maintain the location awarded to such

selected Proposer depicted in **Exhibit 1A** (awarded in As-Is condition) for the purpose of establishing high quality, state of the art passenger lounge concessions as approved by the Department. The selected Proposer's responsibilities shall include but not limited to:

A. Financing

The selected Proposer shall finance the design, construction and build out of the applicable Location.

B. Development

The selected Proposer shall convey or reflect the character of the South Florida Region, Miami-Dade County, its residents, and/or Miami International Airport in its interior design concept.

C. Management

The selected Proposer shall:

1. Manage the Location in a manner that maximizes the highest and best use and financial return to the Department.
2. Monitor and enforce compliance with the terms and conditions of the Draft Form of Agreement, including but not limited to the clauses, customer service, insurance, capital expenditures, quality of merchandise, hours of operation, payment of fees to the Department, rent, and company brand signage.
3. Maintain permanent records for each Location.
4. Maintain computerized records on a commercially available property management software program acceptable to the Department. Programs and all data collected should be available to the Department on-line (digital and electronic).
5. Develop, maintain, and make available, if requested, all files, including copies of licenses, permits, insurance certificates, and letters of credit.
6. Provide from time to time, as requested by the Department, annual financial statements demonstrating its financial capacity to perform its obligations under the terms of the agreement.

D. Proposer's training, recruitment programs

The selected Proposer shall be responsible for delivering a comprehensive range of services to ensure the efficient and exceptional operation of the airport lounge. These services include, but are not limited to, the following:

- Develop and implement recruitment strategies to attract qualified candidates who demonstrate passion for customer service excellence.
- Maintain an ongoing pipeline of qualified candidates to meet staffing needs during peak and non-peak operational hours.
- Design and deliver comprehensive training programs focused on customer service excellence and hospitality.
- Provide role-specific technical training to equip staff with the skills required to perform their duties efficiently, including food and beverage service, lounge management, and guest relations.
- Develop and implement employee retention programs to foster job satisfaction and reduce turnover.
- Monitor customer feedback and implement ongoing improvements to enhance guest experience.
- Collaborate with airport stakeholders to align services with broader airport operations and customer service standards.

E. Design and Construction

The selected Proposer shall design and construct (build out) the Location in accordance with Article 4 of the Draft Form of Agreement. *Note: this is As-Is Location.*

F. Operations

The selected Proposer shall:

1. Provide quality control audits and reports, including cleanliness of the Location, timeliness of Service and quality of the products.
2. Generate and provide the Department monthly revenue reports and such other financial and management reports as are usual and customary in sophisticated airport concession management programs. Prepare other reports and analysis as may be requested periodically by MDAD.
3. Develop annual revenue projections by month for each Location, to be updated on a regular basis.
4. Provide on-site staff to perform daily functions as required by the Scope of Services and the Standards of Operations identified in the Draft Form of Agreement per Article 5, subject to acceptance by the Department.
5. Ensure compliance with the Department and other governmental agency identification badging requirements.
6. Implement any new policies, and procedures, and operational directives as issued from time to time by the Department.
7. Ensure payment is submitted to the Department with the Monthly Report of Transactions.

8. Respond to customer complaints in a timely manner.
9. Maintain a sufficient inventory to minimize stock-outs and ensure the quality and freshness of complimentary products offered. Under no circumstances, will the selected Proposer serve products after their expiration date.

G. Maintenance

The selected Proposer shall:

1. Maintain or cause to maintain the Location pursuant to Department standards, which may be promulgated from time to time.
2. Coordinate and maintain general oversight of deliveries of goods and products for the Concession operations from any designated on or off-Airport storage area.
3. Take such corrective action as necessary to maintain the Location within acceptable conditions as required by the Department.
4. Keep the lounge in a clean and orderly condition and appearance at all times, including all equipment, fixtures and any personal property.

H. Managing Operational Challenges

The selected Proposer shall be responsible for providing premium customer experience while effectively managing operational challenges, including but not limited to flight delays, overcrowding, and service disruptions. The Proposer must demonstrate a proactive approach to contingency planning, maintain high standards of customer service, and may integrate innovative technologies to enhance efficiency and guest satisfaction:

- Develop and implement comprehensive contingency plans to address unexpected situations such as:
 - ✓ Flight delays or cancellations.
 - ✓ Sudden increases in passenger volume (overcrowding).
 - ✓ Service disruptions due to technical or environmental issues.
- Train staff respond promptly and effectively to such situations while minimizing customer inconvenience.
- Maintain a high standard of customer service, ensuring staff are well-trained in hospitality and problem-solving.
- Provide timely communication and assistance to passengers affected by delays or disruptions.
- Gather and act upon customer feedback to continuously improve services.
- Monitor lounge occupancy levels in real-time to prevent overcrowding and ensure a comfortable environment for guests.
- Implement a reservation or access management system during peak times to manage capacity effectively.
- Utilize advanced technology solutions to enhance lounge operations and customer experience, such as:
 - ✓ Real-time occupancy monitoring and forecasting tools.
 - ✓ AI-driven customer service platforms (e.g., chatbots for assistance).
 - ✓ Digital booking systems for lounge access.
 - ✓ Contactless payment and self-service kiosks.
- Explore and propose innovative technologies that can further improve operational efficiency and guest satisfaction.

2.5 LICENSE/CERTIFICATIONS

The selected Proposer shall, at its sole cost, obtain all permits, licenses, certifications and approvals required for operation and performance herein, and as may be required by any and all entities that have jurisdiction, including the following.

A. For food service operations:

1. Food Service Certifications:
 - a) Food Manager Certification – In accordance with [Chapter 509.039](#), Title XXXIII of the Florida Statutes, a manager of a food service establishment shall have demonstrated a knowledge of basic food protection practices, and shall complete training and pass a certification exam within 30 days of hire by the Concessionaire.
 - b) Food Handler Certification – In accordance with [Chapter 509.049](#), Title XXXIII of the Florida Statutes, all food service employees shall be trained and certified on correct food handling, safety, and hygiene practices within 60 days of hire by the Concessionaire.

B. For alcoholic beverages, beer and wine service operations:

1. Beverage License:

In accordance with [Chapter 564](#), Title XXXIV of the Florida Statutes, a Liquor License in compliance with Florida Beverage Law is required to serve alcoholic beverages, beer, and wine. The selected Proposer shall meet all requirements of the Florida Division of Alcoholic Beverages and Tobacco for the license which shall be attained by the selected Proposer, held at its sole liability.

NOTE: Any conflict or discrepancy in the requirements stated herein does not relieve the awarded Concessionaire from their responsibility to fully meet the applicable Florida Division of Alcoholic Beverages and Tobacco licensing requirements.

C. For Premises Improvements

The following qualification requirements shall be met by the Proposer or Subcontractor(s) for Improvements to the Premises. Proposers shall submit proof of the following documents below, held by the Proposer and/or subcontractor's employees.

- a) Certification as a **General Contractor** issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.115 or;
- b) **Certificate of Registration as a General Contractor** issued by the State of Florida Construction Industry Licensing 489.117; and, hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code. Any work subcontracted must be subcontracted to a State of Florida or Miami-Dade County licensed contractor in the specific trade applicable.

2.6 CREDENTIALING / BADGING/ PARKING

The selected Proposer shall be subject to all MDAD requirements, U.S. Transportation Security Administration (TSA), and U.S. Customs and Border Protection (CBP) mandates, pertaining to the issuance of airport identification badges, including personnel completion of the Security Identification Display Area (SIDA) training conducted by MDAD, and respective background checks required by the TSA and CBP Unescorted Access Privilege Rule. The selected Proposer shall be required to conduct background investigations and to furnish certain data on such personnel before issuance of such ID badges, which data may include fingerprinting applicants for such badges. All personnel working need to be badged before work commences. Badges must be displayed at all times. The fee for ID badges/background checks is approximately \$58.00 per employee biannually. Parking for the selected Proposer, its staff and any Subcontractors shall be provided at the Proposer's expense. The selected Proposer, for the applicable fee, may use the MIA facilitated employee parking, as available, similar to other airport workers, which is located in a remote parking lot accessible by an employee shuttle bus. The 2025 employee remote parking rate is \$305 per month per parking spot and is subject to change at the sole discretion of MDAD. The current rates as of the date of the solicitation per decal are as follows: Four (4) months – Fee of \$120; Eight (8) months – Fee of \$240; Twelve (12) months – Fee of \$360. Rates are subject to change. Updated rates are published at <http://www.miami-airport.com/airport-parking.asp#shop>.

2.7 PAYMENT TO THE COUNTY

- A. It is the intent of the County that the best possible Services be provided to the public, while generating revenue. For consideration of providing services at MIA for the operation and maintenance of lounge, the Concessionaire shall pay the following:

1. LOUNGE RENT:

Collectively, Annual Rent Fee, Privilege Fee, and Percentage of Gross Revenues will be defined as Lounge Rent:

a. Annual Rental Fee

The selected Proposer shall pay the prevailing Class II Terminal rental rates for the lease of the Location, prorated and payable in equal monthly installments in U.S. funds, on the first (1st) day of each month, per Article 3 of the Draft Form of Agreement. Payments for annual rental shall commence on the Beneficial Occupancy Date; and

b. Privilege Fee

The Concessionaire shall pay a Privilege Fee. This fee will be prorated and payable in equal monthly installments in U.S. funds, on the first (1st) day of each month, per Article 3 of the Draft Form of Agreement. Payments for Privilege Fee shall commence on the Beneficial Occupancy Date; and

c. Percentage of Gross Revenues

The monthly Percentage Fee shall be due on the first (1st) day of the month following the month during which such monthly gross revenues were received or accrued. The Concessionaire shall pay MDAD a set percentage of Gross Revenues earned at its respective Location, for all sales per Article 3 of the Draft Form of Agreement.:

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2. SECURITY DEPOSIT

On or before the effective date of the Agreement, the selected Proposer shall provide the Department with an irrevocable standby letter of credit in the format approved by the Department or cash for the payments required in an initial amount equal to twenty-five percent (25%) of the selected Proposer's annual compensation for the service, plus any state sales taxes as may be applicable and required by law. For further details, see Article 3.24A Payment Security, Exhibit D of Attachment C, Draft Form of Agreement.

Build-Out/ Development Security Deposit

The selected Proposer shall provide a security deposit at execution of Contract. The amount will be calculated using the FY2024-2025 rate of Class II Terminal Rental fee multiplied by the total number of square footage, per lounge. The County will apply the amount of the security deposit to future outstanding invoices that may come due pursuant to the concessionaire agreement once the build-out is complete and the lounge begins operations. Should the selected Proposer abandon the Contract, the security deposit will be forfeited to the County. (see Article 3.24B Payment Security, Draft Form of Agreement)

3. SPONSORSHIP FEE

Subject to County review and approval, the Concessionaire may partner with a third-party source in exchange for naming rights or other intangible benefit. If the Concessionaire receives capital funding from a third-party source in exchange for naming rights or other intangible benefits, the Concessionaire shall remit a portion of those receipts to MDAD as a Sponsorship Fee. This fee has no impact on Lounge Rent. The sponsorship Fee is a separate contractual obligation from the Lounge Rent.

B. Additional Payments

1. Support Space

The Concessionaire shall pay the prevailing Class VI Terminal rental rates for support space, which includes administrative and/or storage space. Payments for support space rent shall commence on the Beneficial Occupancy Date, per Article 3 of the Draft Form of Agreement. Rental rates are subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board. At the time of advertisement of this Solicitation, the Class VI Terminal rental rate is \$89.80.

2. Construction Permit Fee

The Concessionaire shall pay a permit fee to MDAD in an amount equal to one percent (1%) of the estimated construction cost of the improvements, per Article 4.10 of the Draft Form of Agreement.

3. Concession Marketing Fee

The Concessionaire shall pay MDAD a concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues, per Article 3.09 of the Draft Form of Agreement. The Concession Marketing Fee shall be used for marketing the concessions at the Airport, and will be assessed annually, to be paid monthly to MDAD, on the twentieth (20th) of the month, beginning on the month following the Lounge opening.

2.8 CUSTOMER SERVICE

In an effort to support MIA's commitment to world-class customer service, a program was created with the Greater Miami Convention & Visitors Bureau (GMCVB) to enhance the customer service skills of MIA employees and concessionaires. Concessionaire personnel who interact directly with the public (passengers, customers, etc.) shall complete the **Miami Begins with Me Customer Service Champion Program**, provided by the GMCVB, through Miami Dade College School of Continuing Education & Professional Development (details can be made available by contacting 305-237-7494 or at npineda@mdc.edu). This service is provided at no cost to the Concessionaires.

The selected Proposer shall:

- A. Coordinate and implement regular employee customer service training programs, to include employees from Concessionaire. The Concessionaire will submit its/their customer service-training program within thirty (30) Days of the Lease Effective Date of the Agreement for the Department's review and approval.
- B. Participate in any airport-wide customer service program implemented by the Department.

2.9 STAFFING REQUIREMENTS

The selected Proposer shall:

- A. Employ at all times a sufficient number of personnel necessary to assure prompt, courteous and efficient service. Officers, staff, and personnel shall be properly trained and attired and must wear identification badges in accordance with MIA requirements.
- B. Employ a full time, experienced and properly trained on-site manager, to represent and act on behalf of the Concessionaire in all matters pertaining to the business operation. The manager shall be available during normal operating hours (5AM-11PM EST) and have delegated authority to ensure the competent performance and fulfillment of the Concessionaire's responsibilities. The manager shall be responsible for the premises as well as proper conduct and appearance of its officers, agents, employees, suppliers and representatives.
- C. Employ a management person(s) who shall be on call and available for emergencies or other matters related to the operations herein (i.e., theft, vandalism, maintenance issues), outside of lounge normal operating hours.

2.10 MARKET BASKET/COMPETITIVE PRODUCT PRICING

The price of all goods and services offered for sale shall be clearly marked and/or displayed. The Concessionaire shall be required to comply with the Market Basket/Competitive Pricing Policy as reflected in Article 5.02 of the draft Agreement.

To determine Market Basket, the Concessionaire shall survey a minimum of 3 passenger lounges (excluding stadiums, arenas, amusement, entertainment venues and hotels) in the US with similar volume of demographics and/or enplanements to determine the average price for a particular good or service. The Concessionaire's prices shall not exceed by more than fifteen (15%) of the Market Basket.

- A. Same Store: For any or all operations where a Concessionaire currently operates the same or similar passenger lounge in the US, the Concessionaire may not charge more than **fifteen percent (15%)** higher charges at the Airport for like or similar item, portion or serving. The Department has the right to survey prices at said locations and to use these prices for same or similar merchandise as the primary basis for pricing in leased Locations in all Locations.
- B. Concessionaire shall request approval from the Department in advance of any proposed increase in the sales price of the goods and services offered for sale to the Concessionaire.
- C. All goods and services shall be sold in accordance with the prices approved by the Department.

2.11 MONITORING AND INSPECTIONS

- A. The County shall have the right, without limitation, to monitor and test (i.e., secret shopper) the quality of goods and services of the Concessionaire including, but not limited to personnel and the customer service procedures, through the use of a shopping service, closed circuit television, and other reasonable means.
- B. The County shall have the authority to make periodic reasonable inspections of the lounge, equipment, and operations during normal operating hours to determine if such are being maintained as agreed to. The Concessionaire shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. If corrective action is not immediately taken, the County will cause the same to be cleaned, and the Concessionaire shall assume responsibility and liability for such cleaning. Periodic inspections may also be made at the County's discretion to determine whether the Concessionaire is operating in compliance with the terms and provisions of the Agreement.

2.12 SIGNAGE AND ADVERTISEMENT

Any and all signage must have prior written approval from MDAD per Article 6.02 Signage Obligations of the Draft Form of Agreement. Moving or flashing signs, advertisements, or notices on the outside of the Location are strictly prohibited. Refer to Articles 3.23. Damages regarding unauthorized advertising

2.13 CASH REGISTER/POINT-OF-SALE SYSTEM

The Concessionaire shall utilize its own cash register/point-of-sale system for sales transactions which shall produce daily sales totals for reporting gross revenues and be able to provide a monthly reconciliation of daily sales in a format approved by MDAD. POS (Point of Sale) and Retail transactions must be routed directly to Miami-Dade County's merchant provider (ELAVON) and must be Europay, Mastercard and Visa (EMV) compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications)

payment methods such as Google Wallet, ApplePay, Samsung Wallet. In addition, provide multiple payment options to customers, including cash, credit card and debit card payments, as well as being capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, Samsung Wallet. The Concessionaire shall remain in compliance with the Payment Card Industry (PCI) Security Standards published by the PCI Security Standards Council in effect and at all times. Refer to Articles 3.26 and 3.27 of the Draft Form of Agreement. All reports generated by the system shall be in real time access and in a format that is searchable (i.e., Excel file, Word, etc.).

2.14 **SECURITY**

The Concessionaire shall secure the lounge premises and provide necessary security measures to protect the customer and MDAD. Prior to beginning operations, the Concessionaire shall provide a detailed Security Plan that includes data protection within ninety (90) Days of the Lease Effective Date of the Agreement for the Department's review and approval.

2.15 **IMPLEMENTATION**

Prior to beginning operations, the Concessionaire shall provide an implementation plan, including a timeline schedule commencing post Contract award with specific tasks and an estimate of the steps and duration required for the implementation of the Services. The implementation plan will be required post award and will be finalized upon MDAD's review and approval.

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 RFP 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.

Proposers shall submit the entire Proposal Submission Package that includes but not limited to:

- Proposer Information.
- Revenue Proposal Schedule
- ACDBE Plan (Appendix I)-Voluntary
- Labor Peace Agreement (signed)
- Subcontracting Form

Proposers submitting proposals shall **complete all web fillable forms in INFORMS** (refer to Section 6.0 below, titled Attachments, for list of all web fillable forms).

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.

Suppliers/Vendors 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

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.

TECHNICAL EVALUATION	
TECHNICAL CRITERIA	POINTS
Proposer's relevant experience, qualifications, and past performance	100
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100
Proposer's Approach to Providing the Services	100
Proposer's Concept and Design	300
Proposer's Customer Service	100
Proposer's plan to eliminate the distribution of single use plastics and polystyrene items to consumers on County property	50
Proposer's Financial Capacity to Perform Services	50
TOTAL TECHNICAL POINTS	800
REVENUE EVALUATION	
REVENUE CRITERIA	POINTS
Proposed Percentage of Gross Revenue	150
Privilege Fee	25
Proposed Sponsorship Fee	25
TOTAL REVENUE POINTS	200
TOTAL MAXIMUM EVALUATION POINTS PER COMPETITIVE SELECTION COMMITTEE MEMBER	1000

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-321-23](#), the Competitive Selection Committee shall be provided with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (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

After evaluation of the Proposals on the criteria indicated above (Technical and Price), 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. In making this determination, the Competitive Selection Committee should consider whether a recommendation can be reached without oral presentations or whether there is a need for, or would be a benefit to, holding oral presentations. For instance, oral presentations may be needed to assist the Competitive Selection Committee to make its recommendation and/or to differentiate among the Proposer(s) remaining in consideration due to, among other factors, scores in clusters and/or a close competition. Oral presentations may also be beneficial if clarity of the Proposal(s) is needed or an explanation of the Proposal(s) would be helpful to the process and in scoring, especially on large and/or complex projects, as determined by the Competitive Selection Committee. See "Lobbyist Registration Affidavit" regarding registering speakers in the Proposal for an oral presentation.

Pursuant to Resolution No. [R-208-25](#), if the contract fiscal impact is expected to exceed \$25,000,000 per year or \$25,000,000 in any year, then oral presentations are required to be held with the three highest-ranked Proposers or all proposers if three or less proposals are received. If the scoring differential between the two highest ranked proposals exceeds ten percent (10%), then oral presentations shall be conducted at the option of the Competitive Selection Committee.

Unless otherwise advised by the County, oral presentations will only be used for the Proposer to present its Proposal and provide clarifications, if needed, and for the Competitive Selection Committee to ask questions. Proposals cannot be materially changed through oral presentations. Upon completion of the oral presentation, if any, the Competitive Selection Committee (or Review Team) will re-evaluate, re-rate and re-rank the Proposals from the Proposer(s) invited to oral presentations based upon the written documents, and in consideration of any clarity gained from the oral presentation.

4.4 Selection Factor

A Selection Factor is not applicable to this Solicitation.

4.5 Local Certified Veteran Business Enterprise Preference

A preference for Miami-Dade County Local Certified Veteran Business Enterprises is not applicable to this Solicitation.

4.6 Revenue Evaluation

The Revenue Proposal Schedule will be evaluated subjectively in combination with the technical Proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The revenue evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the Contract as may be in the best interest of the County.

4.7 Local Preference

Local Preference is not applicable to this Solicitation.

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, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer 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 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. 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 Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-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) 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.
- 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 years.
- c) 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 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.

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, as amended. Any question, issue, objection or disagreement concerning the rankings, scoring or recommendations of the Competitive Selection Committee (or Review Team) 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 (or Review Team) 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** 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 Contractor 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 11 of the Draft Form of Agreement.**

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 audit cost is not applicable to this contract.

d) Payment Security (Lease Guarantee Bond)

In accordance with Article 3.24 of the Draft Form of Agreement, the Contractor shall provide the County on or before the Lease Effective date, a Security Deposit in the form of a irrevocable standby letter of credit or cash security in an amount equal to **twenty five (25%)** of the Contractor's annual total rent and applicable taxes for the lease of Location(s) and support spaces paid in the immediate prior fiscal year. The payment security for the first (1st) year of operation will be established calculating fifteen percent (15%) of previous fiscal year annual rent for the applicable square footage awarded through this solicitation. Thereafter, the amount of the Security Deposit shall be adjusted as necessary to reflect any increase or decrease in the annual rent and lease of support space(s). The payment security for the first (1st) year of operation will be projected on twenty five percent (25%) of the annual rent for the applicable square footage awarded.

e) Sustainable Building Program.

The selected Proposer shall meet required LEED Silver Green Building Rating system, as established by the U.S. Green Building Council (USGBC) and inform the County of any other/additional opportunities in the project elements to meet LEED certification requirements and/or create other opportunities associated with green building practices. In addition, the selected Proposer shall comply with all requirements of the County's Sustainable Buildings Program, as set forth in Sections 9-71 through 9-75 of the County Miami-Dade Code and in County [Implementing Order 8-8](#). **Refer to Article 4.12 of the Draft Form of Agreement.**

6.0 ATTACHMENTS**Attachments:**

Proposer Information
 Revenue Proposal Schedule
 Draft Form of Agreement (Lease and Commission Agreement) including Exhibits 1,2,3, and B through M
 Appendix I – ACBDE Participation/Provision with Schedules 1 through 8
 Exhibit 1A – Draft Floor Plan

Web Forms:

Proposer Submittal Form
 Contractor Due Diligence Affidavit
 Subcontracting Form
 Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit
 Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit
 Lobbyist Registration Affidavit (for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions)

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.

TECHNICAL EVALUATION	
TECHNICAL CRITERIA	POINTS
Proposer's relevant experience, qualifications, and past performance	100
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100
Proposer's Approach to Providing the Services	100
Proposer's Concept and Design	300
Proposer's Customer Service	100
Proposer's plan to eliminate the distribution of single use plastics and polystyrene items to consumers on County property	50
Proposer's Financial Capacity to Perform Services	50
TOTAL TECHNICAL POINTS	800
REVENUE EVALUATION	
REVENUE CRITERIA	POINTS
Proposed Percentage of Gross Revenue	150
Privilege Fee	25
Proposed Sponsorship Fee	25
TOTAL REVENUE POINTS	200
TOTAL MAXIMUM EVALUATION POINTS PER COMPETITIVE SELECTION COMMITTEE MEMBER	1000

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-321-23](#), the Competitive Selection Committee shall be provided with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (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

After evaluation of the Proposals on the criteria indicated above (Technical and Price), 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. In making this determination, the Competitive Selection Committee should consider whether a recommendation can be reached without oral presentations or whether there is a need for, or would be a benefit to, holding oral presentations. For instance, oral presentations may be needed to assist the Competitive Selection Committee to make its recommendation and/or to differentiate among the Proposer(s) remaining in consideration due to, among other factors, scores in clusters and/or a close competition. Oral presentations may also be beneficial if clarity of the Proposal(s) is needed or an explanation of the Proposal(s) would be helpful to the process and in scoring, especially on large and/or complex projects, as determined by the Competitive Selection Committee. See "Lobbyist Registration Affidavit" regarding registering speakers in the Proposal for an oral presentation.

Pursuant to Resolution No. [R-208-25](#), if the contract fiscal impact is expected to exceed \$25,000,000 per year or \$25,000,000 in any year, then oral presentations are required to be held with the three highest-ranked Proposers or all proposers if three or less proposals are received. If the scoring differential between the two highest ranked proposals exceeds ten percent (10%), then oral presentations shall be conducted at the option of the Competitive Selection Committee.

Unless otherwise advised by the County, oral presentations will only be used for the Proposer to present its Proposal and provide clarifications, if needed, and for the Competitive Selection Committee to ask questions. Proposals cannot be materially changed through oral presentations. Upon completion of the oral presentation, if any, the Competitive Selection Committee (or Review Team) will re-evaluate, re-rate and re-rank the Proposals from the Proposer(s) invited to oral presentations based upon the written documents, and in consideration of any clarity gained from the oral presentation.

4.4 Selection Factor

A Selection Factor is not applicable to this Solicitation.

4.5 Local Certified Veteran Business Enterprise Preference

A preference for Miami-Dade County Local Certified Veteran Business Enterprises is not applicable to this Solicitation.

4.6 Revenue Evaluation

The Revenue Proposal Schedule will be evaluated subjectively in combination with the technical Proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The revenue evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the Contract as may be in the best interest of the County.

4.7 Local Preference

Local Preference is not applicable to this Solicitation.

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, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer 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 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. 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 Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-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) 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.
- 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 years.
- c) 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 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.

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, as amended. Any question, issue, objection or disagreement concerning the rankings, scoring or recommendations of the Competitive Selection Committee (or Review Team) 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 (or Review Team) 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.

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b) Insurance Requirements

The Contractor 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 11 of the Draft Form of Agreement.**

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 audit cost is not applicable to this contract.

d) Payment Security (Lease Guarantee Bond)

In accordance with Article 3.24 of the Draft Form of Agreement, the Contractor shall provide the County on or before the Lease Effective date, a Security Deposit in the form of a irrevocable standby letter of credit or cash security in an amount equal to **twenty five (25%)** of the Contractor's annual total rent and applicable taxes for the lease of Location(s) and support spaces paid in the immediate prior fiscal year. The payment security for the first (1st) year of operation will be established calculating fifteen percent (15%) of previous fiscal year annual rent for the applicable square footage awarded through this solicitation. Thereafter, the amount of the Security Deposit shall be adjusted as necessary to reflect any increase or decrease in the annual rent and lease of support space(s). The payment security for the first (1st) year of operation will be projected on twenty five percent (25%) of the annual rent for the applicable square footage awarded.

e) Sustainable Building Program.

The selected Proposer shall meet required LEED Silver Green Building Rating system, as established by the U.S. Green Building Council (USGBC) and inform the County of any other/additional opportunities in the project elements to meet LEED certification requirements and/or create other opportunities associated with green building practices. In addition, the selected Proposer shall comply with all requirements of the County's Sustainable Buildings Program, as set forth in Sections 9-71 through 9-75 of the County Miami-Dade Code and in County [Implementing Order 8-8](#). **Refer to Article 4.12 of the Draft Form of Agreement.**

6.0 ATTACHMENTS**Attachments:**

Proposer Information
 Revenue Proposal Schedule
 Draft Form of Agreement (Lease and Commission Agreement) including Exhibits 1,2,3, and B through M
 Appendix I – ACBDE Participation/Provision with Schedules 1 through 8
 Exhibit 1A – Draft Floor Plan

Web Forms:

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 Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit
 Lobbyist Registration Affidavit (for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions)

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.

MINIMUM QUALIFICATION REQUIREMENTS

1. Provide documentation that demonstrates Proposer's or Proposer's subcontractor's ability to satisfy all the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are:
 - A. **Certification as a General Contractor** issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.115 **or**;
 - B. **Certificate of Registration as a General Contractor** issued by the State of Florida Construction Industry Licensing 489.117; and hold a **Certification of Competency as a General Contractor** issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code. Any work subcontracted must be subcontracted to a State of Florida or Miami-Dade County licensed contractor in the specific trade applicable.

PROPOSER'S EXPERIENCE, QUALIFICATIONS, AND PAST PERFORMANCE

2. Describe the Proposer's qualifications, past performance and experience designing and constructing an airport passenger lounge(s) or similar concept of similar capacity as specified in this solicitation. Identify in-house architectural capabilities or architectural design teams that were used, specifying prior experience. Photographs of current or past similar concepts operated by the Proposer may be included.
3. Describe the Proposer's past performance and experience financing, developing, managing, operating and maintaining an airport passenger lounge(s) or similar concept of similar capacity to that of the Locations specified in this solicitation. State the number of years that the Proposer has been in existence, the current number of employees, and the primary market served. Include specific information regarding Proposer's prior experience in the provision of airport concession operations or similar experience, preferably at major airports comparable in size and complexity to the Miami International Airport (MIA).
4. 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 five (5) years. 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, email address, and phone number, (vi) statement of whether Proposer/key personnel/Subcontractor 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).

5. 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.

6. 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.
7. Proposer(s) shall state whether the company operates as a subsidiary of another company. If so, provide history and details of the relationship including the company’s financial relationships and responsibilities with regard to parent, subsidiary, partnership contract, joint venture, or other related format or affiliation.
8. Proposer(s) 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, provide details of the circumstance and the principal contact information.

EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL (including key personnel of subcontractors) and subcontractors performing services

9. Identify the individuals or party responsible for the build-out of the proposed lounge. Provide a description of Builder’s relevant experience that qualifies the Builder for this project. Highlight experience in successfully completing projects of similar size, scope, and complexity, or any other similar type of project.
10. If available, attach information identifying Experience Modification Rate (EMR) and OSHA forms 300 and 300A for the past five (5) years for the proposed Builder.
11. 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 in this project.
12. Identify if the Proposer’s team includes certified Accredited Professional (AP) LEED specialist that would bring expertise in sustainable design, energy efficiency and will be responsible for ensuring the project meets green building standards. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects.
13. 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.
14. Describe the experience, qualifications, language(s) spoken, and other vital information, including relevant experience on previous similar projects, of all key personnel including proposed on-site manager, 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 licenses, certifications, and accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts, that qualifies the key personnel to perform the services as specified in Appendix A – Scope of Services. Provide resumes, if available, with education and 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.

PROPOSED APPROACH TO PROVIDING THE SERVICES

15. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services (see Section 2.0), including
 - a) Proposed approach to providing a high-level of service and quality to all customers;
 - b) Proposed approach to maintaining safety;
 - c) List of specific reports and tasks utilized to provide the Services in a consistent and effective manner, including inventory and sales;
 - d) Identify the work shifts proposed with staffing levels (including low and high demand, holidays, peak travel season, etc.).
 - e) Proposed approach to complying with MDAD Operational Directive No. 16-04 regarding Polystyrene (Styrofoam) Ban at MIA.
16. Provide a detailed management, operations, and maintenance plan for an airport passenger lounge(s), inclusive of a description of the Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
17. Provide Schedule Plan, Implementation Timeline identifying specific key tasks including a build-out schedule commencing post contract award with specific tasks and duration of each task. Describe how the Proposer plans to construct and begin operations..
18. Describe how does Proposer's approach go beyond ADA requirements to create an inclusive and exceptional experience for travelers with disabilities such as incorporating Universal Design elements and concepts? If available, please provide examples of how the Proposer has implemented or plans to implement Universal Design philosophy principles?
19. List proposed innovative technologies and tools the Proposer use to enhance accessibility, such as apps, assistive devices, AI-powered solutions for individuals with disabilities?
20. Describe Proposer's approach to ensure MIA lounge services would accommodate a wide range of disabilities, including mobility, visual, auditory and cognitive impairments?
21. Provide the food and beverage menu the Proposer intends to offer at the airport passenger lounge.
22. Section 2.3.3 requires the selected Proposer to include an additional elevator as a part of the firm's proposal, provide detailed approach, specifications, installation schedule and other relevant information, including the following:
 - Describe the Proposer's or subcontractor's qualifications, past performance and experience installing elevators in a similar capacity environment (airports, seaports and etc.) Identify architectural capabilities or architectural design teams that were used, specifying prior experience.
 - Describe how will elevator design will be aligned with the lounge's overall aesthetic.
 - Describe how will the elevator meet ADA requirements and other relevant accessibility standards?
 - Describe maximum weight capacity, passenger load, expected speed, performance efficiency and proposed energy efficiency systems or smart monitoring capabilities, if any.

- Provide an estimated timeline for completion of the elevator installation. Provide information how will the Proposer ensure timely completion, considering potential delays. How does the Proposer plan to mitigate risks during installation, such as structural challenges and logistical constraints?
 - Provide details on how the Proposer plans to coordinate the efforts with the ongoing lounge construction and renovation activities to ensure seamless integration and project alignment.
 - Provide information on how the Proposer will ensure safety during installation and elevator testing phases?
 - Provide information on what is the duration and coverage of the warranty? What is the proposed ongoing maintenance and support elevator program proposed.
23. Provide a detailed description of the Proposer's training program including how assessments for staff will be performed. Describe if training will be conducted in-person and/or through on-line tutorials/web seminars, will be available via the web. Provide samples of outlines or instruction manuals that will be used. Describe standards and methods that address the services to be performed under this contract, including the following:
- a. General orientation and areas of responsibility;
 - b. Procedures, performance standards, remedial action and training programs; and
 - c. Equipment operation and safety
24. Describe Proposer's marketing strategy and advertising plan to effectively promote the passenger lounge(s) in an effort to promote awareness and increase usage and sales including:
- a. Media planning;
 - b. Target market/audience(s); and
 - c. Marketing goals.
25. Describe what innovative technology(ies), if any, will be utilized in the provision of services under this contract to minimize environmental impacts.
26. Describe the legal requirements and issues that affect this type of operation and describe the Proposer's approach to addressing and mitigating effects of the same.
27. Provide historical information detailing if the Proposer has ever obtained or has had any issues obtaining any licenses or certifications described in Section 2.5 of the Solicitation.

PROPOSER'S CONCEPT AND DESIGN

28. The County will consider proposals for the development and operation of a Common Use Lounge, Membership Use Lounge, or a hybrid model. Provide a detailed description of the proposed concept, including its operational approval, target audience.
29. Provide a design and construction schedule detailing its plan for improvements, fixtures and/or signage installation using a timeline for the concept and indicating anticipated build-out time. Identify Proposer's project team members, its in-house architectural capabilities, and any architectural design teams to be used.
30. Provide an interior design concept plan conveying or reflecting the character of the South Florida Region, Miami-Dade County, its residents, and/or Miami International Airport. Include a narrative description and drawings or photographs of the proposed design theme in sufficient detail to facilitate evaluation of the quality and design of the proposed improvements.
31. Provide detailed procedures for coordinating design and construction including field inspection.

PROPOSER'S CUSTOMER SERVICE

32. Provide a detailed description of Proposer's customer service program including the approach to ensuring customer satisfaction. Details should include efficiency standards, quality assurance procedures, addressing products and services inquiries, resolutions for complaints, response times and escalation procedures.
33. Provide details description of Proposer's recruitment, training and staff retention programs all aimed at delivering exceptional customer service. What ongoing training programs does the Proposer have in place?
34. Describe Proposer's process for capturing, addressing, and resolving customer feedback or complaints. Provide examples how Proposer used feedback to improve service?
35. List key performance indicators (KPIs) Proposer uses to measure customer satisfaction, and how does Proposer ensure these metrics are consistently met or exceeded?
36. Describe how Proposer's customer service program caters to diverse traveler needs, including families, business travelers, and passengers with special needs or disabilities?
37. Describe specific training programs Proposer provides to staff members to ensure they can effectively assist travelers with disabilities and anticipate their needs?
38. Describe how Proposer intends to gather feedback from travelers with disabilities, and how that feedback will be used to improve accessibility in lounge operations?
39. What technologies or system does Proposer employ to enhance customer experience, such as mobile apps for reservation, real-time feedback collection, AI-driven personalization?
40. Describe how does the Proposer will handle unexpected situations, such as flight delays, overcrowding, service disruptions, while maintaining a positive customer service experience?
41. Describe how does the Proposer's approach to customer service provided will enhance concession goals and objectives per section 2.2.

PROPOSER'S PLAN TO ELIMINATE THE DISTRIBUTION OF SINGLE-USE PLASTICS AND POLYSTYRENE ITEMS TO CONSUMERS ON COUNTY PROPERTY

42. In accordance with County Resolution No. R-1030-24, all Concessionaires doing business on County property are precluded from distributing single-use plastics and polystyrene items to consumers in such forms including, but not limited to, straws, containers, utensils, beverage bottles, stirrers, and bags. Prepackaged foods such as ready-to-eat meals and snack packs are excepted from this preclusion. Proposer shall provide the County with a plan in its Proposal as to how it will comply with this Resolution.
43. Describe Proposer's relevant prior experience in complying with similar environmental regulations, including examples of successfully implemented projects.
44. Describe how compliance with County Resolution No. R-1030-24 will impact Proposer's operations and supply chain, including any adjustments needed to meet the resolution requirements. The proposer is requested to identify any potential cost increases or other operational challenges. Further, Proposer shall disclose any difficulties and/or inability it may experience in complying with the Resolution.

PROPOSER'S FINANCIAL CAPACITY

45. Proposer shall provide historical financial information from either the proposing corporate entity or all equity owners as follows:
- Audited or reviewed comparative financial statements for the last three (3) fiscal years prepared in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS), reflecting current financial conditions. If there are no audited or reviewed financial statements available, then provide federal income tax returns filed with the Internal Revenue Service (IRS) for the previous three (3) fiscal periods; and
 - If the Proposer is operating as a subsidiary of another company, provide the parent company's financial information, to include audited financial statements for the last three (3) years; and
 - Describe the financial approaches to risk mitigating cost overruns, delays, revenue short falls, or other unanticipated negative events. This could include items like guarantees, performance bonds, insurance policies, credit enhancements, etc.
46. Proposer shall provide a Financial Plan, including but not limited to:
- The source of funding to be used for start-up costs and space improvement and
 - The total amount of working capital and reserves the Proposer determines will be required to maintain operations.
47. Proposer shall provide, at a minimum, a 3-year period proforma financial statement in US dollars, to include a detailed cash flow statement. The following project costs should also include:
- Operating / Maintenance Costs
Operating expenses shown in total dollars, dollar per gross square foot and as a percentage of revenues.
 - Revenues
 - Total gross revenues
 - Total net revenues
 - Returns
 - Proposer's internal rate of return
 - Return on investment
48. Provide the Proposer's minimum investment (i.e., furnishings, equipment) and total value of improvements (i.e., minor improvements, repairs).

Exceptions

49. 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.

Note: Competitive Selection Committee has the discretion to consider any exceptions elected by the Proposer during the scoring and evaluation process. These exceptions may be applied as deemed appropriate to the evaluation criteria outlined above.

REVENUE PROPOSAL SCHEDULE

INSTRUCTIONS:

The Proposer's proposed Lounge Rent and Sponsorship fees shall be submitted on this **Revenue Proposal Schedule** and in the manner stated herein, without exception or any qualification. The Proposer shall fill in the applicable blank on this form. Percentage Fees are non-taxable

A. LOUNGE RENT

A1. Annual Rental Fee - to be paid to the County in accordance to Class II Terminal Rates _____

A2. Percentage of Gross Revenues Fee:

The County prefers that the Proposer proposes paying a gross revenues (subject to this RFP process), of no less than the following:

- i. Guest Fee/Day Passes - 20%
- ii. Food and beverages – 13%
- iii. Beer, Liquor & Wine – 18%
- iv. Advertising and Promotions – 25%
- v. Merchandise – 13%

However, Proposer may propose a higher percentage.

DESCRIPTION	PERCENTAGE
Guest Fee/Day Passes	_____ %
Food and Beverages	_____ %
Beer, Liquor & Wine	_____ %
Advertising and Promotions	_____ %
Merchandise	_____ %

A3. Privilege Fee

DESCRIPTION	ANNUAL FEE
Privilege Fee	\$ _____

B. SPONSORSHIP FEE

DESCRIPTION	PERCENTAGE
Sponsor Name	_____ %

NOTE: Proposers who do not submit fees in accordance with the Solicitation document and **this completed** Revenue Proposal Schedule may be deemed non-responsive. The amount entered on this Revenue Proposal Schedule shall be used to determine points awarded for the revenue criteria as indicated in Section 4.2, Evaluation Criteria, of this Solicitation. Notwithstanding the proposed percentage, the County reserves the right to negotiate the final percentage prior to award.

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

LEASE AND OPERATING

AGREEMENT

BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

[OPERATOR]

FOR PASSENGER LOUNGES

(COMMON USE OF MEMBERSHIP USE)

AT

MIAMI INTERNATIONAL AIRPORT

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Attachments

- Exhibit 1: Location
- Exhibit 2: Tenant Handbook
- Exhibit 3: MDAD Operations Directive No. 16-04
- Exhibit B: Scope of Services
- Exhibit C: Surety Performance and Payment Bond
- Exhibit D: Payment Security (Lease Guarantee Bond)
- Exhibit E: Central Terminal Retail Concessions Design Guidelines (link provided)
- Exhibit F: Tenant Airport Construction-Non-Reimbursable Procedures (TAC-N) and
Tenant Airport Construction Reimbursable Procedures (TAC-R) (links provided)
- Exhibit G: Independent Audit Report
- Exhibit H: Executed Affidavits and Condition of Award Certificates
- Exhibit I: Monthly Report of Gross Revenues
- Exhibit J: TSA Prohibited Items (link provided)
- Exhibit K: Standards of Operations Food & Beverage Service (L-2)
- Exhibit L: Signed Labor Peace Agreement (from Operator)
- Exhibit M: Implementing Order 3-58 – First Source Hiring Referral Program (link provided)
- Appendix I – Voluntary ACDBE Participation Plan/ Provision and Schedules 1 through 8

DEFINITIONS

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

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

The term **"Agreement"** shall mean this Lease and Operating Agreement including all exhibits and attachments thereto and a part thereof entered into by the County and the Operator.

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

The terms **"Airport Concession Disadvantaged Business Enterprises" or "ACDBE"** shall mean a concession that is a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as set forth in 49 CFR Part 23, Code of Federal Regulations.

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

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

The term **"Base Building Work"** shall mean sub-flooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures, and fixtures which the County installs or causes to be installed in the terminal building. Base Building Work includes delivery of the Location in Shell Condition. The location is being offered in an "As-Is" condition.

The term **"Beneficial Occupancy"** shall mean the date the Location ready to open for business, or when a Temporary Certificate of Occupancy or Certificate of Occupancy has been issued.

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

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

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

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

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

The term **“Operator”** shall mean the person, firm, or entity that enters into this Lease and Operating Agreement with the County.

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

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

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

The terms **“Department” or “MDAD”** shall mean the Miami-Dade Aviation Department. Wherein in this Solicitation document, rights are reserved to the County, MDAD may exercise such rights.

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

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

The term **“Lease Effective Date”** shall mean the date identified at the top of page 10 of this Agreement.

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

The term **“Location”** shall mean the concession Location as depicted in Exhibit A, “Location” from which Operator offers goods or services to sell to the traveling public.

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

The term **“Proposal”** shall mean a Proposer’s written response to the solicitation document.

The term **“Percentage Fee(s)”** shall mean the fee as defined in Sub-Articles 3.04 and 3.05.

The term **“Permitted Use”** shall mean the operation of a high quality, private lounge as approved by the Department. Operator’s responsibilities include but are not limited to the following: Operator shall have broad

discretion to use the Lounge to promote products and services and to offer benefits and amenities to customers, invited guests and prospective customers, in its discretion. Department acknowledges and consents that the operation of the Lounge by Operator will promote products, services and benefits of Operator and offer certain discretionary services and/or amenities to certain customers and/or prospective customers and their guests, as shall be determined by Operator in its discretion. The benefits and amenities offered may include, but are not limited to: (i) a full range of traveler services, including refreshments, rest areas, entertainment facilities, charging locations, temporary storage, washrooms and shower locations; (ii) marketing and servicing initiatives; (iii) marketing and sale of Operator products and services, including acceptance of applications therefor; (iv) as a Location for events for Operator customers, prospective customers, guests, invitees, partners, and/or prospective partners, which may include live or prerecorded music and serving food and beverages; and (v) any other use incidental to or reasonably necessary to facilitate the uses set forth above or consistent with the overall conduct of activities to promote Operator products and services and to provide customer benefits.

The term “**Retail Concession Design Guidelines**” shall mean MIA’s distinct design guidelines in the North, Central, and South Terminals.

The term “**Shell Condition**” shall mean smooth concrete floors, demising studs and walls, and the utility services listed below (conduits, lines, pipes, etc.) stubbed to the lease lines of the Location or area immediately adjacent thereto for electric, telephone and data communications, heating ventilating and air conditioning systems including ducts (“**HVAC**”), fire alarm system and fire sprinkler system. Note: Location in this agreement is considered to be “AS IS”.

The term “**South Terminal**” shall mean the area of the terminal building and concourses, within the south part of the terminal area, landside or airside, which is known as Concourses H and J and connecting concession and public locations.

The term “**State**” shall mean the State of Florida.

The term “**Support Space**” shall mean those areas located outside the Location under lease by the Operator at the Airport for office or administrative functions, storage of goods and materials, prep areas, or areas not generally accessible to customers.

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

The term “**Turnover Date**” shall mean the date approved by the Department for the Operator to commence construction of a Location.

**LEASE AND OPERATING AGREEMENT
FOR PASSENGER LOUNGE
AT
MIAMI INTERNATIONAL AIRPORT**

THIS LEASE AND OPERATING AGREEMENT is made and entered into as of this _____ day of _____, 20_____, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida and [OPERATOR] ("Operator"), a Florida Corporation authorized to do business in the State of Florida.

RECITALS:

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

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

WHEREAS, the food & beverage concessions program will enhance the accommodations and conveniences of airline passengers and Airport patrons and project a positive image of the Airport, Department, and the County to visitors, as further described herein; and

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

ARTICLE I. TERM, EXTENSION AND LOCATION

- 1.01. TERM:** The Department hereby leases to the Operator the Location, Exhibit A, commencing upon the Lease Effective Date of this Agreement; and shall expire at 11:59 o'clock P.M. on the last day of fifteenth / **tenth (10th)** year. This Agreement is subject to subsequent long term lease approval by the Federal Aviation Administration (FAA); in the event that the FAA determines that this lease is (1) both a long-term exclusive lease and (2) such lease is not approved by the FAA, the term of this Lease shall be deemed to be five years from the Lease Effective Date. In no event shall this Agreement afford Operator or any other party any right to use or occupy the Location (or any part thereof) after the expiration, or termination of this Agreement.
- 1.02. EXTENSION.** This Agreement may be extended for up to an additional one hundred-eighty (180) calendar days beyond the current contract period.
- 1.03. LOCATION:** The Department hereby provides the Operator the Location as depicted in Exhibit A, Location.
- 1.04. SUPPORT / STORAGE SPACE:** In addition to the Location provided to the Operator in Sub-Article 1.03 "Location", the Department may provide Support Space to the Operator. Provision of the Support Space is at the sole discretion of MDAD, and MDAD does not guarantee that Support Space is available, or if available, is suitable for the needs of the Operator. Lack of Support Space shall not excuse the Operator from its obligations under this Agreement. The Operator shall pay monthly rental payments for the spaces as provided for in Sub-Article 3.06 "Annual Rental".
- 1.05. NOT USED (STORAGE SPACE):**

- 1.06. COMMON WAREHOUSE SYSTEM:** Due to the fact that storage space is limited in this Agreement and such space is separate from the Premise, should the Operator determine, in its sole discretion, the need to use off-Airport properties for storage space, the Operator shall be entitled through itself, or through an independent third-party contractor, to operate a common logistical support service. The Department may elect to initiate a Common Logistics Program to assist in storage, delivery equipment and supplies in which case a Common Logistics Fee may be assessed to Operator.

In the event of a the Department initiated Common Logistics Program, the actual costs incurred to rent any such off-Airport properties for storage and/or the actual costs incurred to rent any such off-Airport properties for storage and the actual costs incurred in the operation of the common logistical support service program (including the purchasing or renting of equipment needed to operate such program), as may be determined by the Department from time to time, shall be included in the Common Logistics Fee. All funds received by Operator as part Common Logistics Fee shall not be included in Operator's Gross Revenues for any and all purposes of this Agreement. The Department reserves the right to review the basis of the actual costs and allocation thereof should the Lessee elect to implement a common logistics support service program. The Department also reserves the right to approve such program and requires that the Operator impose the Common Logistics Fee in a non-discriminatory manner.

- 1.07. ADDITION, DELETION or MODIFICATION OF LOCATION:** This Agreement may be administratively revised to reflect any additions, deletions, or modifications to the Premise(s) pursuant to the provisions herein. Such revisions, if any, will include revised exhibits and appropriate changes to the Premise.

(A) Not Used Addition of Temporary Premise:

(B) Addition of Premise: If at any time after the Lease Effective Date, the Department, at its sole discretion, identifies any additional premises for Operator development, the Department may, but is not required to, offer such additional premise to the Operator upon written notification. The Operator will have thirty (30) days to submit a written response accepting or rejecting the additional premise as a Premise under this Agreement.

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

The Department shall not be held liable to the Operator except for reimbursement of the unamortized costs, pursuant to Sub-Article 4.09 "Amortization Schedule" for any inconvenience or loss of business as a result of the deletion or modification of any Premise or other space pursuant to this Sub-Article.

- 1.08. NON-EXCLUSIVITY:** This Agreement is non-exclusive in character and in no way prevents the Department from entering into an agreement with any other parties for the sale or offering of competitive

services, products, or items by other Operators and/or others in other locations at the Airport during the Term, and any Extension of this Agreement.

- 1.09. CONDITION OF THE LOCATION: OPERATOR SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE DEPARTMENT IS LEASING ALL LOCATION TO THE OPERATOR ON AN "AS IS" BASIS AND THAT THE OPERATOR IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE DEPARTMENT OR ITS AGENTS, AS TO ANY MATTERS CONCERNING THOSE LOCATION** including: (i) the quality, nature, adequacy and physical condition and aspects of the Location, including utility systems; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Location; (iii) the development potential of the Location, the use of the Location, and the habitability, merchantability, or fitness, suitability, value or adequacy of the Location for any particular purpose; (iv) the zoning or other legal status of the Location or any other public or private restrictions on use of the Location; (v) the compliance of the Location or its operation with any applicable laws, regulations, statutes, ordinances, codes, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or any other person or entity; (vi) the presence of hazardous materials or industrial wastes on, under, or about the Location; (vii) the quality of any labor and materials used in any improvements on the Location; (viii) the condition of title to the Location; (ix) the agreements affecting the Location; and (x) the Proposal submitted by Operator to the Department, including any statements relating to the potential profitability of such Proposal. Operator represents and warrants that it has made an independent investigation of all aspects of its Proposal contemplated by this Agreement. Except as specifically provided in this Agreement, the Operator has satisfied itself as to such suitability and other pertinent matters by the Operator's own inquiries and tests into all matters relevant in determining whether to enter into this Agreement. The Operator accepts the Location in their existing condition, and hereby expressly agrees that if any remediation or restoration is required in order to conform the Location to the requirements of applicable law, the Operator assumes sole responsibility for any such work.

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

- 1.10. FACILITIES CONCEPT:** The Locations as referenced in Exhibit A, "Locations" shall be used solely for their assigned and approved concept as described in Article 2 "Use of Locations". Failure to maintain the concept category may result in damages as indicated in Sub-Article 3.23 "Damages".
- 1.11. CAPITAL IMPROVEMENT PROGRAM:** The Capital Improvement Program (CIP) involves the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession Location, and other improvements that may affect concession operations in the terminal building and on the concourses and access at the curbside or on the airfield. The CIP may affect the operation of the Location, and **THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM AND ANY EXTENSION OF THIS AGREEMENT.**

ARTICLE 2 – USE OF LOCATION

2.01. USE OF LOCATION: The Operator shall manage, operate and maintain the Lounge Locations in a first class manner for the Permitted Use 365 days a year, except during periods of alterations or renovations to the Premises approved by County in accordance with the provisions of this Lease governing Tenant improvements, construction and alterations, or other temporary closures to accommodate Tenant's legitimate business needs (such as conducting inventory), of which the County shall receive at least ten days prior notice.

If Operator is in violation of any law, rule, or regulation, the County may require the Operator to comply with same, irrespective of the failure of an Authority Having Jurisdiction to issue a citation, notice to cure, or other advisory document. All concession activities are reserved for the County. The County may approve the sale of certain amenities within the Locations upon written request by the Operator and payment of Percentage Fees as required in Article 3. Permitted amenities shall include (1) food & beverage sales, under the conditions specified in this Agreement, (2) Liquor sales, and Gift Specialty merchandise.

The Operator shall be entitled to display advertising within the Locations pertaining to marketing programs arising out of written agreements between the Operator and affiliated marketing partners under system-wide agreements, upon the submission to the Department of a copy of the agreement or relevant portions thereof advertising that will be visible from outside of the location shall be subject to the prior approval if the Department, which shall not be unreasonably withheld, conditioned or delayed.

2.02. INSTALLATION OF EQUIPMENT: The Operator, 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, on and off the Locations, and between the Locations and other premises leased or used by the Operator, along such rights-of-way as may be approved by the Department, such computer equipment, communications and location, together with required conduits, tubes and power lines, as may be necessary and convenient in the opinion of the Operator to operate its location.

2.03. COUNTY'S RESERVATION OF RIGHTS: County specifically reserves the right to develop, install and generate revenue from telecommunications equipment, systems and capabilities within all Airport locations. Notwithstanding the Operator's exclusive use of the Facilities leased to the Operator hereunder from time to time, County shall be entitled to make use of the Locations for the installation and use of telecommunications equipment, provided such installation and use does not unreasonably interfere with the Operator's use of the Locations for the purposes set forth in this Article 2. County reserves the general right to make use of the Airport and its locations and to generate revenues therefrom, except to the extent specifically granted to the Operator hereunder.

If the Operator is in violation of any law, rule, or regulation, the County may require the Operator to comply with same, irrespective of the failure of an Authority Having Jurisdiction to issue a citation, notice to cure, or other advisory document. The express reservation of rights in this Section shall not be construed as a limitation on County rights as may expressly or by implication exist elsewhere in this Lease, nor shall it be a limitation on the County's right to regulate or exercise of its police powers, and Operator's rights hereunder are expressly subordinate to such regulatory or police powers.

2.04. OPERATOR SERVICES AND SALES RIGHTS: The Operator shall not allow any services or the sale of any item or product not specifically covered by the categories approved in this Agreement. Any such sales by the Operator of services, products, or items not specifically approved herein, in writing by the Department, may constitute a violation. In the event of such violation, the Operator shall discontinue the

sale or service of the unapproved product immediately, upon written notice from the Department. Failure by Operator to discontinue such sales within twenty-four (24) hours shall subject the Operator to Damages pursuant to **Sub-Article 3.23 “Damages”**.

2.05. SCOPE OF SERVICES: The finalized Scope of Services will be inserted during the negotiation phase.

2.06. NOT USED (ANNUAL MARKETING PLAN SUBMISSION):

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

ARTICLE 3 – RENTALS, PAYMENTS, AND REPORTS

3.01 NOT USED (MINIMUM ANNUAL GUARANTEE):

3.02 NO NEGOTIATIONS OR ADMINISTRATIVE MODIFICATIONS:

(a) The Operator understands and agrees, as a condition precedent to the County's award of this Agreement, that the terms and conditions of **Sub-Article 3.04 “Percentage Fee to the Department”** are not subject to negotiation or adjustment for any reason, including, but not necessarily limited to, airport construction, airport relocation, airline bankruptcies, change in airline service, and the like, except in the event of an act of God or an event of force majeure as such term is defined in **Sub-Article 21.10 “Force Majeure”**. Nor shall the County be liable for any reduction in sales or disruptions or delays caused in whole or in part by any of the foregoing at any time during the Term, and any Extension of this Agreement.

(b) If the Operator's Location are so damaged as to significantly impact the Operator's operations for a period in excess of seventy-two (72) hours, and if the Operator is not responsible, in whole or part, for such damage, the Department shall provide a proportionate abatement of the Rent for that portion of the Location rendered unusable for that period of time that the County is unable to make repairs required by **Sub-Article 6.01 “Department Services”**.

3.03 NOT USED (RECALCULATION OF THE MINIMUM ANNUAL GUARANTEE):

3.04. PAYMENT TO THE COUNTY: As consideration for the privilege to engage in business at Miami International Airport, the Operator shall pay the Department Lounge Rent, a Security deposit, and Sponsorship fee, as applicable as describe in Section 2.7 of the solicitation. The monthly percentage fee

shall be due on the first (1st) day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

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

3.04.1 Lounge rent - Collectively, Annual Rent Fee, Privilege Fee, and Percentage of Gross Revenues will be defined as Lounge Rent:

- a. **Annual Rental Fee.** The Operator shall pay the prevailing Class II Terminal rental rates for the lease of the Location(s), prorated and payable in equal monthly installments in U.S. funds, on the first (1) day of each and every month. Payments for annual rental shall commence on the beneficial occupancy date.
- b. **Privilege Fee.** This fee will be prorated and payable in equal monthly installments in U.S. funds, on the first (1) day of each and every month. Payments for Privilege Fee shall commence on the beneficial occupancy date.
- c. **Percentage of Gross Revenues.** The Operator shall pay the County the percentage fee of applicable Gross Revenues for the corresponding category. The monthly percentage fee shall be due on the first (1st) day of the month following the month during which the monthly gross revenues were received or accrued.

3.04.2 Additional Payment: Support Space

The Operator shall pay the prevailing Class VI Terminal rental rates for support space, which includes administrative and/or storage space. Payments for support space rent shall commence on the beneficial occupancy date. Rental rates are subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board.

Concept Category	Applicable Percentage
Guest Fee/ Day Passenger	
Food and Beverages	
Alcoholic Beverages	
Advertising Promotion	
Merchandise	

3.05 NOT USED.

3.06 NOT USED.

3.07 ANNUAL RENTAL RATE ADJUSTMENT: On October 1st of each year of the Agreement, the cost based rental rates, pursuant to **Sub-Article 3.04.1.a , "Annual Rental Fee"**, applicable to the Location, support space and storage space rented hereunder, shall be subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board of County Commissioners, as may be amended from time to time. When such adjusted rental rates are established, this Agreement shall be considered and deemed to have been administratively amended to incorporate such adjusted rental rates, effective as of such October 1st date. Such adjusted rental rates shall be reflected by letter

amendment. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten (10) Days of same.

- 3.08 COMMON WAREHOUSE LOGISTICS FEE:** In the event the Department initiates a Common Logistics Program the actual costs incurred to rent any such off-Airport properties for storage and the actual costs incurred in the operation of the common logistical support service program (including the purchase or renting of any equipment needed to operate such program), as may be determined by the Department and/or Operator from time to time, shall be included in the Common Logistics Fee. The Department reserves the right to approve and review the basis of the actual costs and allocation thereof should the Operator elect to implement a common logistics support service program. The Department also reserves the right to either itself impose or require that the Operator impose the Common Logistics Fee in a non-discriminatory manner within store categories. In the event the County elects to implement such fee, the Operator shall be notified, in writing, no less than forty-five (45) Days prior to the implementation of such fee. The Operator may elect not to agree to the fee by opting out of the Agreement in its entirety, and, if so, must notify the Department thirty (30) Days after receipt of written notification by the Department. In the event the Operator does not give such notice, the fee will be implemented accordingly.
- 3.09 COMMON INFRASTRUCTURE REPAIR AND MAINTENANCE FEE (GREASE TRAPS / GREASE LINES):** The Operator shall pay annually one quarter (1/4) of one percent of the gross revenues from prepared food and beverage sales generated from Locations that are connected to the Airport's grease traps/grease lines. The County shall be solely responsible at its sole cost and expense for maintaining the Airport's grease traps/grease lines. Locations that are not connected to the Airport's grease traps (including Locations connected to existing independent grease traps permitted by DERM) shall be exempt from this fee, but Operator shall be solely responsible for maintaining such grease traps not connected to the Airport's system in good working condition and in compliance with all regulations, at its sole cost and expense.
- 3.10 CONCESSION MARKETING FEE:** A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening, on the tenth (10th) day of each month to be used for marketing the concessions at the Airport.
- 3.11 NOT USED (MAG PERFORMANCE BOND).**
- 3.12 TAXES:** The Operator shall be solely responsible for the payment of all applicable taxes, levied upon the fees and other charges payable by the Operator to the Department hereunder, whether or not the same shall have been billed or collected by the Department, together with any and all interest, Damages and charges levied thereon. The Operator hereby agrees to indemnify the County and Department and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from the Operator and remitted to the taxing authority by the Department, or the amounts, if any, paid directly by the Operator to such taxing authority, were less than the total amount of taxes due, and for any sums including interests and Damages payable by the Department as a result thereof. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
- 3.13 REPORTS OF GROSS REVENUES:** On or before the tenth (10th) Day following the end of each month throughout the Term and any Extension of this Agreement, the Operator shall furnish to the

Department, a Statement of Monthly Gross Revenues, using Exhibit I "Monthly Report of Gross Revenues". The report shall list each Location under this Agreement, together with any percentage fee due to the Department pursuant to **Sub-Article 3.04 "Percentage Fee to the Department"**. The Operator shall certify as to the accuracy of such Gross Revenues in such form as shall be prescribed by the Department. The Department may modify from time to time, the form of reporting upon not less than thirty (30) days written notice to the Operator. The statement must be signed by an officer (if the Operator is a corporation), partner (if a partnership), or owner (if a sole proprietorship) of the Operator and identify all Gross Revenues by Location reported to the Operator during such month. Failure to provide the Monthly Report of Gross Revenues by the tenth (10th) day shall result in a late fee damage of Fifty Dollars (\$50.00) per Day to a maximum of \$750 a month, as provided in **Sub-Article 3.23 "Damages"**.

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

3.15 LATE PAYMENT: In the event the Operator fails to make any payment as required to be paid under the provisions of this Agreement within ten (10) business days of the due date, delinquency charges established by the Board will be imposed. Such rates currently 1½% delinquency charge per month.

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

3.17 ADDRESS FOR PAYMENTS: The Operator shall pay all monies payable and identify the Lease and Concession Agreement for which payment is made, as required by this Agreement, to the following:

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 592624
Miami, Florida 33152-6624

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

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

By Online Payment: Via the MIA-Pay website (www.miami-airport.com) by setting up user and password with an accurate invoice number.

- 3.18 REVENUE CONTROL PROCEDURES:** Notwithstanding anything to the contrary contained herein, the Operator shall comply with such revenue control procedures as may be established from time to time by the Department. The Department shall provide the Operator with at least thirty (30) days prior written notice together with a copy of such revenue control procedures prior to requiring the Operator to implement any such revenue control procedures.
- 3.19 ANNUAL AUDIT:** Within ninety (90) days of each anniversary of the Lease Effective Date of this Agreement and within ninety (90) days following expiration or earlier termination of this Agreement, the Operator shall, at its sole cost and expense, provide to the Department on an annual basis, an audited report of monthly Gross Revenues and percentage fees containing an opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in **Exhibit G "Independent Audit Report"**, shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Agreement, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue, and internal controls, as well as significant matters under this Agreement. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Agreement for the period of examination. Each audit and examination shall cover the period of this Agreement. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audits have been underpaid, the Operator shall submit payment therefore within forty-five (45) days after the completion of the reports to the Department as stated in **Sub-Article 3.16 "Address for Payments"** together with interest on any underpaid percentage fees at the rate set forth in **Sub-Article 3.14 "Late Payment"**.
- 3.20 RIGHT TO AUDIT/INSPECT:** The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to enter into any locations on or off the Airport, which the Operator may use as administrative, maintenance and operational locations, in connection with its operations pursuant to this Agreement, to: (1) verify, check and record data used in connection with operation of this Agreement; (2) inspect, review, verify and check all or any portion(s) of the procedures of the Operator for recording or compiling Gross Revenues information and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements, inventory records, and state sales tax returns, and work papers relating to operation of this Agreement, and other pertinent information as may be determined to be needed or desirable by the Department. Prior to entering any Location located on the Airport, the Department shall give advance notice to the Operator.

If it is established that the percentage fees have been underpaid to the Department, the Operator shall forthwith, pay the difference with interest thereon at the rate set forth in **Sub-Article 3.14 "Late Payment"** from the date such amount or amounts should have been paid.

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

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

3.21 RECORDS AND REPORTS: The Operator shall, at all times during the Term and any Extension hereof and in accordance with applicable law, maintain at the Operator's principal corporate office located in the United States and make available to the Department in Miami-Dade County, Florida, complete and accurate books and records of all receipts and disbursements from its operations on the Location, in a form consistent with good accounting practice. In addition, Operator shall install or cause to be installed, for use at all times in each Location such devices and forms as are reasonably necessary to record properly, accurately and completely all merchandise sales and services from each Location. The form of all such books of account records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, or the Audit and Management Services Department of the County) prior to commencement of operations hereunder.

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

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

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

such a manner and at such time as not to interfere unduly with the conduct of the Operator's business.

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

3.23 UTILITIES: The cost of all utilities used or consumed on the Location shall be borne by the Operator; provided, however, except with respect to the Operator's support and storage space as defined in **Sub-Articles 1.04 "Support/Storage Space"** at the Airport. The Department requires the Operator where such capability exists, to provide and install to provide and install meters for utilities used at the Operator's. If the Location are not provided with separate electric, gas, and/or water meters, the Operator agrees to pay for such utilities in the Location as a monthly charge, plus any applicable taxes, upon billing by the Department, or utility companies. If billed by the Department, the Department at its sole discretion, will base this monthly charge on (i) a survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal building or (ii) at the option and expense of the Operator on actual usage measured by temporary meters, arranged and paid for by the Operator. This monthly charge may also be adjusted on a non-discriminatory basis and billed retroactively from time to time based on changes in consumption and rates. Operator hereby agrees to pay the same within thirty (30) Days after it has received Department's invoice thereof. The Operator shall pay for all other utilities used by it including telephones and telephone service hook-up, data lines and additional electrical and communications services required.

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

3.25 FAILURE TO COMPLY WITH PERFORMANCE STANDARDS: If Operator defaults under any of the covenants or terms and conditions, of this Agreement, the Department shall impose the financial Damages described below, as a result of the violation(s), on a daily basis, in addition to any other Damages permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

A. Violations. Operator acknowledges the Department objective to provide the public and air travelers with the level and quality of service as described herein. Provision of substandard quality impacts the Airport's commercial reputation and commercial goodwill. Accordingly, the Department may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Agreement, the Standards of Operation, the Tenant Handbook, and/or Department Rules and Regulations or Operating Directives. The Operator and Department agree that the liquidate damages set forth herein are reasonable, and the Operator further agrees to pay to the Department such damages in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation and upon written demand by the Department. The Department will, in its sole discretion, determine the classification of each per day or per occurrence. Operator further acknowledges that the damages herein are not exclusive remedies, and the Department may pursue other remedies as

allowed for in this Agreement and at law, in Department sole discretion. The Department's waiver of any liquidated damage provided for in this Section shall not be construed as a waiver of the violation or Operator's obligation to remedy the violation.

B. Multiple Violations. Except for violations of requirements regarding health and safety and delivery and vendor access infraction, Liquidated Damages for which shall accrue immediately and without notice upon violation, all other Liquidated Damages shall be assessed as follows:

1. For the first and second violation of a requirement during any 12-month rolling year, the Authority will provide notice to Operator to correct the violation within the time specified in the notice.
2. For the third and subsequent violations of the same requirement during any 12-month rolling year commencing upon the first notice of violation, the Liquidated Damages shall be immediately assessed with no grace period.
3. Further, after two (2) violations of the same requirement within any 12-month rolling year, Department reserves the right, in its sole discretion, to deem the repeated violations a breach of Contract and to seek any other remedies available to it under this Contract including, but not limited to, termination.

Violation	Fee
Security Infractions	\$500 per Day/per Location
Health Code Violations	\$100 per Day/per Location
Violation of Permitted Use of a Location	\$100 per Day/per Location
Operational Deficiencies	\$100 per Day/per Location
Pricing Policy Infraction	\$100 per Day/per Location
Failure to Maintain Required Hours of Operation	\$100 per Hour/per Location
Failure to Submit Required Documents and Reports*	\$100 per Day/per Report*
Unauthorized Advertising/Product Sale	\$100 per Day/per Location per item
Failure to Maintain Location Clean	\$100 per Day/per Location
Installation of Unapproved Items at Location	\$100 per Day/per Location per item
Violations of other terms and conditions	\$100 per Day/per Location
Failure to Submit Certified Audit Report	\$50 per Day/per Report

The foregoing is due and payable from the Operator.

3.26 PAYMENT SECURITY: On or before the Lease Effective Date of this Agreement, the Operator shall provide the Department with an irrevocable standby letter of credit in the format approved by the Department or cash for the payments required by this Sub-Article in an initial amount equal to twenty-five percent (25%) of the Contractor's annual compensation for the service, plus any state sales taxes as may be applicable and required by law. The amount of the payment security shall be adjusted as necessary to reflect any increases annual compensation for the service, and lease of storage spaces, if applicable. The payment security shall be kept in full force throughout the Term and any Extension(s)

of this Agreement thereof. The Department may draw upon such payment security instrument if the Operator fails to make the payments secured by this Sub-Article. Upon notice of any such draw, the Operator shall immediately replace the payment security with a new payment security in the full amount of the payment security required hereunder. A failure to renew the payment security, or increase the amount of the payment security, if required pursuant hereto, shall (i) entitle the Department to draw down the full amount of such payment security, and (ii) shall constitute a default of this Agreement as set forth in **Sub-Article 12.02 "Payment Default"**, entitling Department to all available remedies.

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

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

<u>Bond (Total Contract) Amount</u>	<u>Best's Rating</u>
\$ 500,001 to \$1,500,000	BV
1,500,001 to 2,500,000	AVI
2,500,001 to 5,000,000	AVII
5,000,000 to 10,000,000	AVIII
Over \$10,000,000	AIX

- B. Surety companies not otherwise qualifying with this paragraph may optionally qualify by:

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

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

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

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

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

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

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

If any Operator has a cash deposit with the Airport, such cash deposit will be used to pay for any outstanding invoices, and then future billing.

- 3.27 ACCOUNTS RECEIVABLE ADJUSTMENTS:** In accordance with Miami Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Operator to the County, whether under this Agreement or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Operator under this Agreement. Such retained amount shall be applied to the amount owed by the Operator to the County. The Operator shall have no further claim to such retained amounts which shall be deemed to be accord and satisfaction of the amount due by the County to the Operator for the applicable payment due herein.

- 3.28 PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS:** The Operator shall adhere to Payment Card Industry (PCI) Data Security requirements. The Operator is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Operator shall provide business continuity in the event of a major disruption, disaster or failure. Operator will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Operator shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Operator shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

- 3.29 PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE:** The Operator shall comply with the Payment Card Industry Data Security Standards in effect throughout the term of this agreement. If at any time any of the components, including but not limited to the Operator's system, equipment, hardware, software, or policies, becomes non-PCI compliant, the Operator is responsible for all costs related to upgrading the system so that PCI compliance is maintained throughout the term of the agreement.
- a. The Operator confirms its knowledge of and commitment to comply by providing the following proof that the Operator's devices/applications/processes meet current, published, PCI compliance requirements:
 1. The Operator's current annual PCI Compliance certification, if applicable. The County has right to audit Operator compliance by requesting copies of the Operator's PCI compliance certifications at any time.
 2. During an installation or a major system upgrade, the Operator must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across MDC/s systems and networks, the internet, and the processor network.
 - b. Provide Security Matrix for new systems (Attachment X- Information Technology Security Matrix). The Operator shall resubmit the aforementioned passing, updated, completed, and signed PCI compliance documents annually to the County. Furthermore, the Operator shall update its solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
 - c. Operator with third-party payment solutions shall provide the following upon County Department request in accordance with PCI requirement 12.9.2:
 1. PCI DSS compliance status information for any service the third-party Operator performs on behalf of the department (PCI Req# 12.9.2.1)
 2. Documentation indicating which PCI DSS requirements are the responsibility of the Operator, and which are the responsibility of the County Department, including any shared responsibilities (PCI Req# 12.8.5)
 - d. Sensitive Authentication data and Primary Account number shall not be stored by the Operator's application at any point, even if masked. Any other Card holder data should not be stored by the Operator's application unless it is absolutely needed for County's operations.
 - e. POS (Point of Sale) must be routed directly to Miami-Dade County's merchant provider and must be Europay, Mastercard and Visa (EMV) compliant. All POS devices must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, Apple Pay, or Samsung Wallet.
 - f. For payment processing applications, proof of validation must be countersigned by the PCI Council. Documentation to be submitted is as follows:
 1. AOC for the application - Attestation of Compliance
 2. Most current AOV – Attestation of Validation (when applicable)
 - g. Cashiering Application systems that utilize MDC network for payment processing must be a validated PCI Point-to-Point Encryption (P2PE) solution and transactions routed through our approved County merchant processor. The County's approved P2PE solution is Elavon's PCI Safe T P2PE Link Protect services. Confirmation of validated P2PE solution shall be provided as found on the PCI Council's P2PE Solutions website.

https://listings.pcisecuritystandards.org/assessors_and_solutions/point_to_point_encryption_solution?s?agree=true

Prior to production going live, the P2PE Instruction Manual shall be provided as found on PCI website. https://www.pcisecuritystandards.org/documents/P2PE_v3.0_PIM_Template.docx?agreement=true&time=1645920000555.

- h. Internet transactions and all other applications must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card).
- i. Exceptions to any of these requirements shall require written justification by the Department Director **prior to** purchase of software/hardware, including a cost/benefit analysis, and require written approval by both the Miami Dade County Finance Director.
- j. Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting / processing PIN numbers for security reasons. Miami-Dade County provides two basic services that allow the Operator's application to interact with its Payment Gateways:
 - 1. Web-based Credit Card Transaction Service
 - 2. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service WSDL and the necessary documentation. The Recurring Payment Service is PCI compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are three different ways that a merchant customer can handle the Credit Card transaction processing:

a. Option #1:

The Operator's application interacts directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund, and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the Operator's application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from the Operator, it will offer the greatest flexibility and customization level. This option also requires for the Operator's application to be hosted on a server inside the County's managed network, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside of the County's Managed network, Miami-Dade County can develop a Payment Module Application (option #2) that will service the Operator's application.

b. Option #2:

The Operator's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the Operator's application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the Operator's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the Operator's side. The Operator will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol

over TLS 1.2 or higher (only secure connections are accepted; SSL protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the Operator's application. This solution will not require the Operator's application to be hosted in the County's managed network. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the Operator's side.

c. Option #3:

If the Operator's solution cannot interface directly with Miami-Dade County's Payment Gateway, provided the solution is compliant with the current version of the PCI Data Security Standards (PCI DSS 4.0.1 or later), the Operator must provide independent validation of its compliance, including but not limited to attestation of compliance, vulnerability assessments, and penetration testing results from a qualified security assessor (QSA) for review and approval. This evidence must demonstrate that the Operator's solution meets all relevant PCI DSS requirements for secure cardholder data environments (CDEs) and maintains appropriate security controls and monitoring mechanisms.

For approval, the Operator must submit a detailed technical architecture, including data flow diagrams showing all interactions with Miami-Dade County systems and a comprehensive description of the security measures in place to protect cardholder data by the Operator and any sub-contractors included in the process. This documentation will be reviewed by the Miami-Dade County PCI Committee, which must approve the solution before submitting for County Senior Management's final authorization along with a memorandum and cost/benefit analysis from the County Department requesting this solution.

This option requires the Operator to ensure the secure transmission and storage of cardholder data in accordance with PCI DSS requirements and is an alternative for solutions that must operate independently of the County's managed network. As part of the approval process, the Operator (and sub-contractors) must agree to periodic compliance audits and to provide ongoing assurance of PCI DSS adherence.

3.30 DEPARTMENT'S TECHNOLOGY INSTALLATION RIGHTS:

A. Point of Sale (POS) Technology

- i. The Department shall have the right to install, maintain, and operate Point of Sale (POS) technology at the Operator's location(s) for the primary purpose of collecting and monitoring sales data.
- ii. The Operator shall:
 - a) Provide unrestricted access to the Department's designated personnel for installation, maintenance, and monitoring of POS systems
 - b) Ensure uninterrupted power and necessary connectivity for POS technology
 - c) Not tamper with, modify, or interfere with the installed POS equipment

B. Emerging Technologies and Operational Monitoring

- i. The Department reserves the right to deploy emerging technologies to:
 - a) Monitor hours of operation
 - b) Assess operational compliance
 - c) Collect relevant operational and performance data
 - d) Ensure adherence to the terms of this Agreement
- ii. The Operator agrees to:

- a) Cooperate fully with the installation and operation of such technologies
- b) Provide necessary access and support for technology deployment
- c) Maintain the confidentiality and integrity of any monitoring systems
- d) Not obstruct or prevent the implementation of approved monitoring technologies

A. Technology Upgrades and Modifications

- i. The Department may, at its discretion, upgrade, replace, or modify POS and monitoring technologies to improve functionality and data collection capabilities.
- ii. The Operator shall facilitate such upgrades and provide reasonable accommodation during implementation.

B. Compliance and Non-Interference

Failure by the Operator to comply with the provisions of this section may constitute a material breach of the Agreement, potentially resulting in penalties or termination of the concession rights.

- 3.31 CUSTOMER EXPERIENCE FEE:** A fee in the amount of one half of one percent of Gross Revenue shall be collected by the County and held solely for investment in improving the passenger experience; this may include but is not limited to, improved signage within the Terminals, improved holdroom seating, passenger interactive elements, improved hold room lighting, aesthetic improvements, children's play areas, or audio visual displays in the Terminals. The County and Operator believe that increasing dwell time and passenger satisfaction in the Terminals is in the best interests of the Operator and the County.

ARTICLE 4 - IMPROVEMENTS TO THE LOCATION

- 4.01 IMPROVEMENTS TO LOCATION:** The Operator shall be required to invest a minimum of Eight Hundred Fifty Dollars per square foot (\$850 per SF) for approved improvements for the design, construction, furniture, fixtures and equipment excluding interior signage and inventory for each Location listed in Exhibit A and any additional location taken by the Operator pursuant to **Sub-Article 1.07(A) "Addition of Location"**. Notwithstanding the actual amount of design and engineering costs incurred with respect to improvements for a location, the maximum proportion of soft costs permitted to be included as approved improvements shall be no more than fifteen percent (15%) of the total design and engineering cost. All improvements shall be subject to review and approval by the Department. The Department will not provide any Construction Cost Reimbursement nor Rental Credit for any construction element. The Operator is responsible for all build-out costs for bringing electrical, plumbing (greasy waste and water) and mechanical (venting) services to the Location.

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

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

Off-Airport properties used as storage space will not be considered as Location, as stated in **Article 4 “Improvements to the Location”** or as an extension of this Agreement, and costs incurred by the Operator to provide such storage space shall not constitute approved improvements.

Any and all improvements to Location will be performed in accordance with the **“Tenant Airport Construction – Non-Reimbursable Procedures TAC-N and TAC-R” as amended, available through the following links:**

- Tenant Airport Construction-Non-Reimbursable Procedures (TAC-N):
link: [TAC-N Forms 1.25.21.pdf \(miami-airport.com\)](#)
- Tenant Airport Construction Reimbursable Procedures (TAC-R):
link: [DADE AVIATION CONSULTANTS \(miami-airport.com\)](#)

4.02 DESIGN OF IMPROVEMENTS:

Plans for the design of improvements will be in accordance with Exhibit E “Retail Concessions Design Guidelines”, Exhibit F “Tenant Airport Construction Non-Reimbursable Projects (TAC-N) Design and Construction Procedures” or “Tenant Airport Construction Reimbursable Projects (TAC-R) Design and Construction Procedures”, as applicable, the “MDAD Life Safety Master Plan”, the “MDAD Public Address System Master Plan”, and the “MDAD Design Guidelines Manual” as may be established for the Terminal Retail Program. As plans for the improvement of individual Location or common area improvements are completed, the Operator shall submit to the Department for review, approval or modification detailed final plans (“Final Plans”) and specifications (including materials, colors, textures and fixtures), construction cost estimates and schedules for the construction of the improvements. The Final Plans shall be prepared by an architectural interior design and/or engineering firm registered in the State of Florida and in accordance with the Florida Building Code and all applicable State and local laws, ordinances, and regulations.

4.03 REFURBISHMENT OF LOCATION: The Operator shall refurbish the Location to begin no earlier than the fifth (5th) Term year of the Agreement and be completed no later than the last day of the sixth (6th) Term year of the Agreement.

Approved improvements for the refurbishment of the Location shall not be less than two hundred fifty dollars per square foot (\$250). There will be no reimbursement or amortization of these costs for refurbishment.

4.04 CERTAIN CONSTRUCTION CONTRACT TERMS: All contracts entered into by the Operator for the construction of the improvements shall require completion of the improvements within the schedules submitted pursuant to **Sub-Article 4.02 “Design of Improvements”** and shall contain reasonable and lawful provisions for the payment of actual or Damages to the County in the event the contractor fails to complete the construction on time. The Operator agrees that it will use its best efforts to take all necessary action available under such construction contracts to enforce the timely completion of the work covered thereby.

Prior to the commencement of any installation/construction work by the Operator, the Operator shall provide or cause to be provided to the County copies of a fixed price contract or contracts for all work to be performed at the Location. The work to be performed under such contract(s) shall be insured by the “Surety Performance and Payment Bond” provided by Operator to the County in the form contained

in Exhibit B "Surety Performance and Payment Bond" in this Lease and Operating Agreement. The Surety Performance and Payment bond shall be in full force throughout the term of the installation/construction contract.

- 4.05 IMPROVEMENTS FREE AND CLEAR:** The improvements, upon completion, shall immediately become the property of the County, free and clear of any liens or encumbrances whatsoever, other than the County's obligation to reimburse the Operator for the unamortized value of the approved improvements as provided in this Agreement. The Operator agrees that any contract for construction, alteration or repairing of the improvements or Location or for the purchase of material to be used, or for work and labor to be performed, shall be in writing and shall contain provisions to protect the County from the claims of any laborers, subcontractors or material men against the Location or improvements.
- 4.06 OTHER REQUIREMENTS:** The Operator shall apply for and obtain a building permit from the County for all appropriate inspections and a Certificate of Occupancy upon completion. Within sixty (60) Days following the completion of construction of the improvements, the Operator shall furnish to the County one complete set each of legible prints (black line), of construction drawings in electronic file format and in full compliance with Autodesk's DWG file format and standard revised as to "as built". Based upon submission date, the AutoCad.dwg version must be within two (2) years of the latest release. MDAD will not accept the submission of any AutoCad drawing deliverable which contains references to external source drawing files. The closeout document package should include all pertinent shop and working drawings, copies of all releases of all claims and a copy of the Certificate of Occupancy provided the Operator does not disseminate such information, refer to Transportation Security Regulations (TSR), 49 C.F.R. 1520, et al., Protection of Sensitive Security Information.

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

- 4.07 REVIEW OF CONSTRUCTION:** The County shall have the right, but not obligation, to periodically observe the construction to ensure conformity with the Final Plans and any changes thereof requested by the Operator and approved by the County.
- 4.08 COST DOCUMENTATION:** Within one hundred eighty (180) Days from the date of Beneficial Occupancy, specifically including those improvements described in **Sub-Articles 4.01 "Improvements to Location"**, and **4.03 "Refurbishment of Location"**, the Operator shall submit to the County a certified audit of the monies actually expended in the design and construction of the approved improvements by Location in accordance with the Final Plans, prepared by an independent certified public accounting firm ("Auditor"), approved in advance by the County (the "Certified Audit"). The Operator shall be responsible for documenting for the Auditor that the monies that were expended are true and correct. The costs of design and construction, in accordance with the Final Plans and any changes thereto requested by the Operator and approved by the County, including the costs of required bonds, construction insurance and the construction audit, shall not include the cost of any other consultant or accountant fees, financing or legal fees and personal property of the Operator. No non-receipted expenditures will be credited. Operators not submitting certified audits within the allotted time may be billed a Damage of fifty dollars (\$50.00) per Day. Upon reconciliation, any difference due the County shall also include an administrative fee of ten percent (10%) of the monies due the County on the build-out of the Location. In the event of any disputes between the County and the Operator as to whether certain costs are to be included in the audit, said dispute shall

be submitted to the consulting engineer named pursuant to the Trust Agreement, as defined in **Sub-Article 17.01 "Incorporation of Trust Agreement by Reference"**. The decision of said consulting engineer, acting in good faith, shall be final and binding upon the parties hereto.

The Department shall notify the Operator in writing that it has approved or disapproved the certified costs for each Location and the common area improvements detailed in the Certified Audit within sixty (60) Days from the date of its receipt of the Certified Audit. If the Operator fails to submit the Certified Audit within the time prescribed above for any Location, then a penalty will be assessed as noted in **Sub-Article 3.23 "Damages"**. The Approved Improvement cost for purposes of calculating the County's obligation to reimburse the Operator for un-amortized improvement costs for such Location pursuant to **Sub-Article 4.09 "Amortization Schedule"** shall equal the lesser of Five Hundred Dollars (\$500.00) per square foot or the square footage rate of improvement costs for such Location certified by the Auditor.

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

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

4.09 AMORTIZATION SCHEDULE: The Operator shall amortize its capital investment for a period not to exceed sixty (60) months using the straight line depreciation method. If, at any time during the Term of the Agreement, excluding any extension, the Department requires the deletion and/or modification of any Location, the Department may designate new Location at its sole discretion and reimburse the Operator the un-amortized balance of approved improvements for that Location. Investment subject to such reimbursement shall include the following items only:

1. Directly contracted costs of construction.
2. Store displays more than \$1500 per display, furniture, fixture, equipment and signage purchased and installed for direct use in the facility.
3. Design and engineering costs not to exceed fifteen percent (15%) of the total approved construction, installation, store displays, furniture, fixture, equipment and signage cost.

There will be no other reimbursement.

A certified audit of monies for the above expenditures performed at the expense of the Operator will be required to confirm the minimum investment within one hundred twenty (120) Days of Beneficial Occupancy for each Location. No non-receipted expenditures will be credited. If the approved total receipted amount is below the Two Hundred Fifty Dollars per square foot (\$250.00 psf), the Operator will be required to pay the Department the difference between the minimum investment amount and the actual receipted expenditure within ninety (90) Days after billing by the Department.

Operators not submitting a certified audit within the allotted time may be billed a Damage of Fifty Dollars (\$50.00) per Day. Upon reconciliation, any difference due the Department shall also include an administrative fee of twenty-five percent (25%) of the monies due the Department on the build-out of the Location.

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

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

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

1) Operator Improvements

Pursuant to the terms of this Agreement, the Operator shall construct or cause to construct certain improvements. The Operator shall provide the Department with a scope of proposed improvements and a preliminary estimate of hard and soft costs for such improvements within a reasonable time frame. Once the Department and the Operator have mutually agreed on the scope of the improvements and the preliminary estimates, the Operator shall proceed to design and construct or cause to be designed and constructed the improvements in accordance with the provisions of this Agreement.

2) Design and Construction Coordination

Operator shall:

1. Be responsible for construction management and coordination of all improvements to the Location and authorized administrative support space..
2. Coordinate meetings with architects, if applicable, MDAD's architects, consultants and others, to review procedures, scheduling site surveys and develop build-out schedules.
3. Coordinate the processing and review of improvement submittals. Design and construction shall be in accordance with the MDAD Design Guidelines Manual, Life Safety Master Plan, MDAD Retail Concessions Design Guidelines, Florida Building Code and the TAC-N or TAC-R Procedures, as well as all other applicable codes and regulations.
4. Provide if applicable, with required information such as, but not limited to, leasehold outline or as-built drawings provided by the Department's Technical Support Division.
5. Provide and coordinate access to Location as necessary.

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

3) Construction

Operator shall:

1. Attend pre-construction meetings, construction meetings, , monitor schedule, and coordinate Location development with the Department as required, pursuant to the TAC-N procedures.
2. Adhere to MDAD's TAC-N or TAC-R Design and Construction procedures and requirements.
3. Ascertain that MDAD's TAC-N or TAC-R Design and Construction procedures and requirements, as applicable, are adhered to by all.
4. Monitor and coordinate the construction start, project timetable schedule and completion date for all Location.
5. Monitor and report to the Department on on-site activities and progress for improvement work. The Architect/Engineer of record is responsible for day-to-day field observation of all construction activities including, but not limited to inspections, delivery, coordination, and reporting.
6. Monitor construction progress with regard to the schedule and procedures established and make recommendations to the Department for maintaining and improving construction progress as necessary.
7. Establish a uniform system for the timely processing and control of drawings.
8. Review status of drawings with contractor(s) and architect(s) at progress meetings.
9. Review and advise the Department on all changes to the work with regard to cost and impact on the project performance and construction schedule.
10. Monitor punch list completion and review testing and inspection reports for all Location.
11. Organize and have available upon request completed project files.
12. Coordinate access to the Location to allow staff training and equipment testing.
13. Obtain Certificate of Occupancy for each Location.
14. Submit Record Drawings (as-built drawings) as per the TAC-N or TAC-R requirements within sixty (60) days from the issuance date of the Certificate of Occupancy and deliver them to the Department pursuant to the TAC-N or TAC-R procedures.

- 4.12 SUSTAINABLE BUILDINGS PROGRAM:** The Operator shall comply with all requirements of the County's Sustainable Buildings Program, as set forth in Sections 9-71 through 9-75 of the County Miami-Dade Code and in County Implementing Order 8-8..

ARTICLE 5 – STANDARDS OF OPERATION

- 5.01 STANDARDS OF OPERATION:** The Operator shall comply with the Department's "Tenant Handbook", Exhibit K (link: <https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:4b73cfbf-ee3b-4bae-9ddf-e5e945d4722b>); the "Standards of Operations", Exhibit L, the "MIA Terminal Standards" (MDAD will make available upon request), and all revisions to same promulgated from time to time by the Department.

The Department shall have the right to adopt and enforce reasonable and non-discriminatory rules and regulations and operating performance standards with respect to the use of Location, which the

Operator agrees to observe and obey. The Department may amend such rules or regulations and operating performance standards from time to time and shall provide copies thereof to the Operator. The Department shall provide the Operator with reasonable prior written notice, not less than thirty (30) Days, prior to the implementation of any such amendment to the rules or regulations and operating performance standards. Those rules include, but are not limited to, any rules and regulations imposed upon the Department by any governmental agency.

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

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

The Department shall retain the right, in accordance with the provisions of this Agreement, to make reasonable objections to the quality of articles sold, the character of the service rendered to the public, the prices charged, and the appearance and condition of the Location, pursuant to Exhibit L "Standards of Operation", as may be amended from time to time.

5.02 MARKET BASKET/COMPETITIVE PRICING POLICY: The price of all goods and services offered for sale shall be clearly marked and/or displayed. The Operator shall be required to comply with the Market Basket/Competitive Pricing Policy per below.

For the purposes of this contract, to determine Market Basket, the Operator shall survey a minimum of 3 passenger lounges (excluding stadiums, arenas, amusement, entertainment venues and hotels) in the US with similar volumes of demographics and/or enplanements to determine the average price for a particular good or service. The Operator's prices shall not exceed by more than fifteen (15%) of the Market Basket.

- A. Same Store. For all operations where a Operator currently operates the same or similar passenger lounge in the US with similar volumes of demographics and/or enplanements, the Operator may not charge more than fifteen percent (15%) higher charges at the Airport for like or similar item, portion or serving. The Department has the right to survey prices at said locations and to use these prices for same or similar merchandise as the primary basis for pricing in leased Locations in all Locations.
- B. Operator shall request approval from the Department in advance of any proposed increase in the sales price of the goods and services offered for sale by the Operator.
- C. All goods and services shall be sold in accordance with the prices approved by the Department.

5.03 DEPARTMENT RIGHT TO MONITOR PERFORMANCE:

A. Performance Audits. It is the intention of the Department that Operator's business be conducted in a manner so as to meet the needs of Airport patrons and employees and in a manner that will be reflected positively upon the Operator and Department. The Operator shall equip, organize and efficiently manage the

Concession to provide First Class service and products in a clean, attractive and pleasant atmosphere. Department in its sole discretion shall have the right to raise reasonable objections to the condition of the Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, and/or the appearance and performance of service personnel, and to require any such conditions or practices objectionable to Department to be promptly remedied by Operator. If requested by Operator, the Department shall submit its objections in writing and provide Operator with an opportunity to reply to the objections. Such a reply will be given consideration by the Department.

The Department reserves the right to conduct periodic performance audits of the Location(s) to assure that all of the operational, safety and compliance standards of this Agreement are consistently performed by Operator. Operator acknowledges that performance audits will be conducted by the Department, or its representative, and hereby agrees to cooperate with all performance audits.

1. Performance audits may include minimum objective standards in any or all of the areas of (i) product quality; (ii) customer service; and (iii) cleanliness and maintenance. If Operator fails to meet minimum standards in any of these areas, Department may, at its discretion, assess damages as set forth in Sub-article 3.24.

2. In order to assure consistent adherence to performance standards throughout the Term, the Department will use a rolling 12-month cycle in recording incidents of failure to meet standards. The Department reserves the right to assess damages for violations of performance standards as set forth in Sub-article 3.24.

3. Repeated violations and deficiencies in performance by Operator may be cause, at Department sole discretion, to terminate this Agreement.

B. Annual Review. No later than 90 days after the end of each Contract Year thereafter, Operator and Department will meet to review and evaluate the financial, customer service, and operational performance of each Concession Location.

C. Remediation Plan. In the event that the Department determines that a Concession Location performed unsatisfactorily during the prior Contract Year, the Department will provide written notice to the Operator. Within 30 days of receipt of such written notice, the Operator shall prepare and submit to the Department, for its approval, a Remediation Plan as described below, to improve the performance of the Concession Location.

The Remediation Plan shall include, but not be limited to, proposed remedial activities such as staff training, staffing changes, merchandise and service modifications, facility refurbishment and repair, and/or replacement of concept or brand. Upon approval by the Department, the Operator agrees to diligently implement the approved Remediation Plan and further agrees to submit monthly reports on the progress of such implementation to the Department.

In the event the Department determines, after six (6) months of implementation of a Remediation Plan, the subject Concession Location is still performing in an unsatisfactory manner, Department reserves the right to require Operator to replace the underperforming concept or brand, if not already replaced by the Remediation Plan. Within 90 days of receipt of written notice from the Department requiring a replacement, the Operator shall submit to the Department a proposal for a brand or concept replacement plan. Such a replacement plan shall include, but not be limited to, a detailed description of the brand or concept, capital expense required to re-brand, sales projections, and the specific timetable to replace the brand or concept. The Department, in its sole discretion, reserves the right to approve or deny the replacement plan and require Operator to submit

another replacement plan.

ARTICLE 6 – OBLIGATIONS OF THE DEPARTMENT

6.01 DEPARTMENT SERVICES:

- A. **Department's Maintenance Obligation:** The Department shall clean, maintain, and operate in good condition the terminal building, excluding the Location. This obligation includes, but is not limited to, all structural (including, but not limited to, the roof and base floor of the terminal building) and all base building work, maintenance of main electrical and mechanical systems, maintenance of walls and ceilings, and repair/maintenance of the roof. The Department shall maintain the public areas in the terminal building furnished and will provide adequate light, cold water and conditioned air. The Department agrees to make all necessary structural repairs to the Location at its own expense; provided, however, that for purposes of this Agreement such structural repairs shall not include any repairs to any equipment installed by the Operator), and further provided that the Operator shall reimburse the Department, within ten (10) Days of receipt of written demand for such reimbursement, for the cost and expense of all structural repairs required as a result of the negligent or intentional acts of the Operator, its officers, partners, employees, agents, contractors, subcontractors, licensees,. The Operator shall give the Department written notice (or verbal notice in the event of any emergency conditions which may result in harm to the patrons of the Airport) which verbal notice shall be followed by written notice within twenty-four (24) hours, describing any repair, which is the responsibility of the Department. The Department shall commence the repair process promptly after its receipt of such written notice if the Department agrees that such repair is required and is the Department's responsibility hereunder.
- B. **The Operator must ascertain the extent of the existing utility capacities**, before designing any new loads to be connected to existing systems and piping. The Department agrees to cooperate in providing access to the Location.
- C. **All maintenance by the Department may be subject to interruption** caused by repair, strikes, lockouts, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, and other conditions beyond the control of the Department. If the Operator's Location are of such a condition as to significantly impact the Operator's operations for a period in excess of seventy two (72) hours and such damage is not insurable under an insurance policy of the type required to be maintained by the Operator pursuant to this Agreement, the Department may provide a rent abatement for that portion of the Location rendered unusable for that period of time that the Department is unable to make repairs required by **Sub-Article 6.01 "Department Services"**.
- D. **No Other Obligation of Department:** The Operator acknowledges that the Department has made no representations or warranties concerning the suitability of the Location for the Operator's for any other use, and that except as expressly provided in this Agreement, the Department shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Location or any improvements, furnishings, fixtures, trade fixtures, signage or equipment constructed or used on or in the Location by the Operator.

1. The Operator hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, including the costs of furnishings, fixtures, trade fixtures, inventory, signs and equipment needed for Operator to operate from the Location hereunder, that it has done its own projections of the volume of business expected to be generated, that it is relying on its own business judgment concerning its prospects for providing the services required under this Agreement on a profitable basis, and that the Department has not made any representations or warranties with respect to any such matters.
2. The Department does not warrant the accuracy of any statistics or projections relating to the Airport and its operations, which have been provided to the Operator by the Department or anyone on its behalf and the Department shall not be responsible for any inaccuracies in such statistics or their interpretation.
3. All statements contained in this Agreement or otherwise made by the Department or anyone on its behalf concerning any measurements relating to the Location or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by the Operator under or in connection with this Agreement.
4. The Department shall not be liable to the Operator for any loss of business or damages sustained by the Operator as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the construction improvements of the terminal building.

6.02 SIGNAGE OBLIGATIONS:

A. The Department shall include _____ Lounge on all terminal directories and general wayfinding, as deemed appropriate. All signage shall meet all wayfinding and signage guidelines previously established by MDAD.

B. Operator shall have use of the public circulation floor for advertising space, located outside of the Lounge Space, throughout the term of the Lease. With the prior written approval of the department, which shall not be unreasonably withheld, conditioned or delayed, Operator shall be permitted to install signage and branding relating to the Lounge within and on the concourse level elevator shaft that provides public access to the Location.

C. In the event that Operator sells or leases this space to third parties, the gross revenues generate by the sale or lease of such space will be included in calculating the percentage fee due to the County pursuant to this Agreement. Operator shall not sell or lease advertising space to third parties without the prior consent of the County as to such particular sale or lease, and shall not allow third parties to display political advertising, material that is immoral, lascivious, or obscene as defined in Section 847.001, Florida Statutes, advertisements which implies or declares an endorsement by MIA of any service and product or point of view without prior written authorization from the Department, or Material promoting competing airports or air carriers that do not currently fly into Miami International Airport.

ARTICLE 7 – FURNITURE, FIXTURES AND EQUIPMENT

7.01 FURNITURE, FIXTURES, AND EQUIPMENT: Any equipment, furnishings, fixtures and signs installed in the Location by the Operator shall be in keeping with the decor of the terminal building and must be

approved in advance by the Department. Any such equipment, furnishings, fixtures and signs so installed by the Operator, as provided in **Sub-Article 4.01 "Improvements to the Location"**, shall, except as provided in **Sub-Article 7.03(B) "Disposal of Furniture, Fixtures, and Equipment"**, be removed from the Location within five (5) days following the expiration or earlier termination of this Agreement.

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

7.03 DISPOSAL OF FURNITURE, FIXTURES, AND EQUIPMENT: At least thirty (30) Days prior to the expiration of this Agreement, or upon termination pursuant to **Article 11 "Default and Termination by County"** or **Article 13 "Claims and Termination by Operator"** hereof, the Department shall exercise, at its sole discretion, one (1) of the following options as to any equipment, furnishings, fixtures, signs, or carts installed in the Location by the Operator:

- (A) Require the Operator to remove such equipment, furnishings, fixtures, signs, or carts from the Location within five (5) days following the expiration or earlier termination of this Agreement, subject to the provisions of **Sub-Article 4.01 "Improvements to Location"**; or
- (B) Retain any portion of such equipment, furnishings, fixtures, signs, or carts of the Operator (personal property as referred to in **Sub-Article 4.01 "Improvements to Location"**) (if applicable) in accordance with the provisions of this Agreement; provided however, the Department shall have no right to use or display any proprietary signs or logos (e.g., brand names owned by, or licensed or franchised to Operator) (if applicable).

ARTICLE 8 – MAINTENANCE

8.01 CLEANING: The Operator shall, at its cost and expense, keep the Location clean, neat, orderly, sanitary and presentable at all times. If the Location is not kept clean as provided in the Standards of Operation, Exhibit L, the Operator will be so advised and shall take immediate corrective action. Failure to take immediate corrective action may result in Damages being assessed pursuant to **Sub-Article 3.23 "Damages"**.

8.02 REMOVAL OF TRASH: The Operator shall, at its cost and expense, remove or cause to be removed from the Location and properly disposed of in Department provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If the Operator enters into agreements for the janitorial and trash removal within the Location, such service providers must have permits issued by the Department to do business at the Airport. Trash shall not be stored in any area visible to the public nor cause a private or public hazard through its means of

storage. All edible items must be contained so as to minimize exposure to pests. Any trash left or stored in any area visible to the public or edible items not properly contained may result in Damages being assessed pursuant to **Sub-Article 3.23 “Damages”**.

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

8.03 MAINTENANCE AND REPAIR: Except with respect to the Department’s maintenance and repair obligations as set forth in **Sub-Article 6.01 “Department Services”**, the Operator shall maintain and repair or cause to be maintained and repaired the interiors and exterior storefronts of the Location. Such maintenance and repairs shall include, but not be limited to, painting, ceiling, walls, floors, laminating doors, windows, equipment, furnishings, fixtures, appurtenances, replacement of ceiling light bulbs, ballast and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition. Maintenance for all equipment furnished by the Operator specifically as a result of their operation shall remain the obligation of the Operator. The Operator shall repair or cause to be repaired, at or before the end of the Term or Extension, if applicable, of this Agreement, all injury done by the installation or removal of furniture and personal property so as to restore the Location to the state they were at the commencement of this Agreement, reasonable wear and tear excluded. The Department may, at any time during normal business hours, enter upon the public areas of the Location, or with appropriate notice, enter upon the non-public areas of the Location, to determine if maintenance is being performed satisfactorily. The Department may enter upon any Location when a Location is not open for business if the Department provides the Operator notice not less than two (2) hours in advance so that a representative of the Operator may be present, except in the case of real or perceived emergencies where no such representatives shall be required to be present. If it is determined that said maintenance is not satisfactory, the Department shall notify Operator in writing. If said maintenance is not performed by Operator to the satisfaction of the Department within seven (7) Days after receipt of such written notice, Department shall have the right to enter upon the Location and perform such maintenance and charge Operator for such services, as provided by **Sub-Article 8.04 “Failure to Maintain”**.

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

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

8.05 ENVIRONMENTAL RECYCLING: The Department is actively engaging in the development of environmental programs. A recycling program is planned at the Airport to include the participation of all Airport Operators. Participation in this program, once established, will be mandatory. The Operator shall agree to bear any reasonable and actual costs associated with the implementation and continued operation of this recycling program or propose for approval by the Department an alternative

environmental recycling plan which such approval shall not be unreasonably withheld.

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

- 8.06 FIRE PROTECTION AND SAFETY EQUIPMENT:** The Operator must provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any applicable law, rule, ordinance, resolution or regulation, for the Term and any Extension of this Agreement or any insurance carrier providing insurance covering any portion of the Location.

ARTICLE 9 – ASSIGNMENT AND OWNERSHIP

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

- 9.02 OWNERSHIP OF THE OPERATOR:** Since the ownership, control, and experience of the Operator were material considerations to the County in the award of this concession and the entering into of this Agreement, the Operator shall take no actions which shall serve to transfer or, sell majority ownership or control (deemed to mean more than fifty percent (50%) of the stock) of the Operator without the prior written consent of the Department.

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

- 9.04 HOLDOVER:**

A. With the Department's Permission:

If the Operator (or anyone claiming through Operator) shall remain in possession of the Location or no less than seventy percent (70%) of the square footage of the Location thereof after the termination of this Agreement, by written agreement executed by the Department the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement. The Operator shall thereafter continue to pay the Monthly Percentage Fee, and monthly installment or rent for the Operator's Office pursuant to **Sub-Article 3.06 “Annual Rental”** (if Operator remains in such Space), on account of the holdover use and occupancy of the Location. This provision shall survive the expiration or the termination of this Agreement.

B. Without Department Permission:

If the Operator (or anyone claiming through Operator) shall remain in possession of the Location or any part thereof after the termination of this Agreement, without a written agreement executed

by the Department, then without limiting the Department's other rights and remedies, the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement. The Operator shall thereafter pay on account of its holdover use and occupancy of the Location a sum, at a rate equal to two times (2x) the amount payable Monthly Percentage Fee PLUS monthly installment of the support space annual lease rental pursuant to **Sub-Article 3.06 "Annual Rental"**, and with all additional rent also payable as provided in this Agreement (the "Holdover Charges"). Imposition of Holdover Charges, extinguishes any unamortized investment amounts owed the Operator by the Department, for the slippage in Location turnover. The Holdover Charges shall be payable weekly in advance. Notwithstanding the above, the Operator shall remain liable to the Department for all damages resulting from such breach, with the amount of any Holdover Charges accepted by the Department on account of the holdover considered as mitigation of such damages. The covenant in this Sub-Article shall survive the expiration or the termination of this Agreement.

ARTICLE 10 – INDEMNIFICATION

10.01 INDEMNIFICATION REQUIRED OF OPERATOR: The Operator shall indemnify, defend, and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Operator or its employees, agents, servants, partners, principals or any other persons. The Operator shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The Operator expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Operator 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. Without limiting the preceding, Operator expressly agrees that the provisions and obligation of this section apply to claims, including administrative claims, involving identify theft, data theft, data breaches, commercial fraud, and all other similar claims or causes of action.

ARTICLE 11 – INSURANCE

11.01 INSURANCE REQUIRED OF OPERATOR: Within thirty (30) Days of the Lease Effective Date of this Agreement, the Operator shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the Term and any Extensions of this Agreement.

The limits for each type of insurance may be revised upon review and approval of the Operator's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable.

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

- A. Workers' Compensation as required by Chapter 440, Florida Statutes.
- B. Liquor Liability (if applicable) shall be maintained for any facility serving alcoholic beverages in the airport in an amount not less than \$1,000,000 per occurrence.
- C. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. This policy shall include Miami-Dade County as an additional insured with respect to this coverage.

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

- D. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$300,000* per occurrence for Bodily Injury and Property Damage combined.

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

11.02 CERTIFICATE CONTINUITY

The Operator shall be responsible for assuring that the insurance certificates required in conjunction with Article 11 "Insurance" remain in force for the duration of this Agreement, including the First Extended Term and Second Extended Term, if applicable. If insurance certificates are scheduled to expire during the lease period, the Operator shall be responsible for submitting new or renewed insurance certificates for its operation to the Department's Risk Management Unit at a minimum of thirty (30) calendar days before such expiration. Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder.

11.03 INSURANCE COMPANY RATING REQUIREMENTS:

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

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

11.04 OPERATOR LIABLE:

Compliance with the requirements as to carrying insurance in Article 11 "Insurance" shall not relieve the Operator from liability under any other provision of this Agreement.

11.05 CANCELLATION OF INSURANCE OR BONDS:

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

11.06 RIGHT TO EXAMINE:

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

11.07 PERSONAL PROPERTY:

Any personal property of the Operator or shall be at sole risk of the Operator or the owners thereof, and the Department shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

11.08 SURVIVAL OF PROVISIONS:

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

11.09 INDEMNIFICATION, CONSTRUCTION BONDS AND INSURANCE REQUIRED:

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

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

employees. This indemnification provision is in addition to and cumulative with any other right of indemnification or contribution which any Indemnatee may have in law, equity, or otherwise.

- B. Surety Performance and Payment Bonds:** Pursuant to and in accordance with Section 255.05, Florida Statutes, the Operator or each contractor performing any part of the work for the Operator shall obtain and thereafter at all times during the performance of the work maintain a combined performance bond and labor and material payment bond for the work (referred to herein as the "Bond") in an amount equal to one hundred percent (100%) of the cost of the improvements, as it may be amended from time to time, and in the form attached hereto as Exhibit "B", Surety Performance and Payment Bond". Within ten (10) days of issuance, Operator shall record all bonds required by this Agreement in the Department of Public Records of Miami-Dade County. Prior to performing any portion of the Work, the Operator shall deliver to County the Bonds required to be provided by Operator or each contractor as set forth in this Agreement.

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

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

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

- Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued.
- Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
- Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under Section 31 U.S.C. 9304-9308.
- Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- For contracts in excess of \$500,000 the provision of this Sub-Article must be adhered to, plus the surety insurer must have been listed on the United States Treasury list for at least three (3) consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.
- Surety bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- The attorney-in-fact or other officer who signs a Exhibit B, "Surety Performance and Payment Bond" for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

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

The Bond shall be delivered to the Department upon execution of the contract between the Operator.

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

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

- a) Workers' Compensation as required by Chapter 440, Florida Statutes.
- b) Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. The County and the Operator must be shown as an additional insured with respect to this coverage.
- c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$1,000,000* per occurrence for Bodily Injury and Property Damage combined.

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

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

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

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

Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The contractor shall be required by the Operator to agree to permit such inspection at the offices of the Department.

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

ARTICLE 12– DEFAULT AND TERMINATION BY COUNTY

12.01 EVENTS OF DEFAULT:

A default shall mean a breach of this Agreement by the Operator (an “Event of Default”). In addition to those defaults defined in **Sub-Article 12.02 “Payment Default”**, **Sub-Article 12.03 “Other Defaults”**, and **Sub-Article 12.04 “Habitual Default”**, an Event of Default, may also include one (1) or more of the following occurrences:

- (A) The Operator has violated the terms and conditions of this Agreement;
- (B) The Operator has failed to make prompt payment to subcontractors or suppliers for any service or work provided for the design, installation, operation, or maintenance of the Operator’s facilities;
- (C) The Operator has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Operator’s creditors, or the Operator has taken advantage of any insolvency statute or debtor creditor law, or the Operator’s affairs have been put in the hands of a receiver;
- (D) The occurrence of any act, which operates to deprive Operator of the rights, power, licenses, permits or authorities necessary for the proper conduct and operation of the activities authorized herein;
- (E) Abandonment or discontinuance of operations by Operator of its business by any act(s) of Operator;
- (F) Any persistent violation on the part of Operator, its agents or employees of the traffic rules and regulations of local, County, State or Airport or disregard of the safety of persons using the Airports upon failure by Operator to correct the same;
- (G) Failure on the part of Operator to maintain the quality of service required by the terms of this Agreement, including but not limited to, any cessation or diminution of service by reason of Operator being unable for any reason to maintain in its employ the personnel necessary to keep its business in operation and available for public use, unless such use is due to strike, lockout, or bona fide labor dispute;
- (H) Failure by Operator to maintain its equipment in a manner satisfactory to the Director;
- (I) The Operator has failed to obtain the approval of the Department where required by this Agreement;
- (J) The Operator has failed to provide adequate assurances as required under **Sub-Article 12.10 “Adequate Assurances”**;
- (K) The Operator has failed to comply with **Article 14 “Airport Concession Disadvantaged Business Enterprise Participation Plan”**;
- (L) The Operator has failed in a representation or warranty stated herein; or
- (M) The Operator has received three (3) notices of default of any kind, within a twenty-four (24) month period.

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

12.02 OTHER DEFAULTS: The Department shall have the right, upon thirty (30) Days written notice to the Operator to terminate this Agreement upon the occurrence of any act of default unless the same shall have been corrected within thirty (30) Days after written notice; provided, however, that the Department may, but is not required to, extend the time for cure as individual circumstances may warrant such extension not be construed as a waiver of any of the Department's rights hereunder. In the event of a specific provision of this Agreement provides for a shorter cure period in the event of a specific default, that shorter provision shall take precedence over this section.

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

12.03 HABITUAL DEFAULT: Notwithstanding the foregoing, in the event that the Operator has frequently, regularly or repetitively defaulted in the performance of or has breached any of the terms, covenants and conditions required herein, to be kept and performed by the Operator, regardless of whether the Operator has cured each individual condition of breach or default as provided for in **Sub-Article 12.02 "Payment Default"** and **Sub-Article 12.03 "Other Defaults"** above, the Operator may be determined by the Director to be an "habitual violator." At the time that such determination is made, the Director shall issue to the Operator a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Operator that there shall be no further notice or grace periods to correct any subsequent breach(s) or default(s) and that any subsequent breach or default, of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of a curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Department may terminate this Agreement upon the giving of written notice of termination to the Operator, such termination to be effective upon the seventh (7th) Day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Operator shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Operator shall discontinue its operations at the Airport and proceed to remove all its personal property in accordance with **Sub-Article 12.11 "Actions at Termination"** hereof.

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

12.05 UNAMORTIZED INVESTMENT EXTINGUISHED: Termination of this Agreement based upon **Sub-Article 12.07 "Termination for Abandonment"**, **Sub-Article 12.02 "Payment Default"**, **Sub-Article 12.03 "Other Defaults"**, **Sub-Article 12.04 "Habitual Default"**, or **Sub-Article 12.08 "Termination for Cause"**, shall extinguish any unamortized investment amounts owed the Operator by the Department, for the slippage in Location Turnover Dates.

12.06 TERMINATION FOR ABANDONMENT: This Agreement may be terminated in its entirety upon the abandonment by the Operator of the Location or the discontinuance of Operator's services at the Airport for any period of time exceeding twenty-four (24) consecutive hours, and the failure to cure the

same within three (3) calendar days after written notice unless such abandonment or discontinuance has been caused by civil disturbance, governmental order or Act of God that prevents the Operator from providing services on the Location for the purposes authorized in **Article 2 "Use of Location"**. Such termination shall constitute an event of default, and the County shall be entitled to all remedies for such default provided for in this Agreement.

- 12.07 TERMINATION FOR CAUSE:** The Department may terminate this Agreement, effective immediately if: (i) the Operator attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (ii) a principal of the Operator is convicted of a felony during the Term or any Extensions thereof if applicable, or (iii) if the Operator is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.. The Department may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Operator may be subject to debarment for failure to perform, and all other reasons set forth in 10-38 of the Code of Miami-Dade County, Florida (the "Code").

- 12.08 TERMINATION FOR CONVENIENCE:** The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon ninety (90) days written notice and its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination to be in the best interest of the Department based on the then existing passenger, airline, or community needs, or impact on same from such existing Concession. In such circumstance, the County will solely be responsible for paying the amortized costs of any improvements constructed by Operator, but the County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income.

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

1. Treat such failure as a repudiation of this Agreement; and
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the work or any part thereof either by itself or through others.

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

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

- (B) Take such action as may be necessary for the protection and preservation of the Location and other Department materials and property;
- (C) Vacate, quit, and surrender, all Location and storage/support spaces and account for all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the County on or before the date of termination.

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

ARTICLE 13 – CLAIMS AND TERMINATION BY OPERATOR

13.01 ADMINISTRATIVE CLAIM PROCEDURES: If the Operator has any claim against the County arising under this Agreement, it will be made in writing within thirty (30) Days of the occurrence of the event to the Director. The exact nature of the claim, including sufficient detail to identify the basis for the claim and the amount of the claim shall be clearly stated. The claim will be accompanied by a certification, in the form provided for in the County's False Claims Ordinance. The Operator shall additionally, at the direction of the Director, provide County staff, Audit and Management Services, and/or the Office of the Inspector General access to documents, records, and/or financial materials as may be necessary to substantiate such claim without limitation, and within 30 days of the Director's request. Failure to present and process any claim in accordance with this Sub-Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.

The dispute will be decided by the Director, who will mail or otherwise furnish a written copy of the decision to the Operator at the address furnished in **Sub-Article 18.09 "Notices"**. The decision of the Director will be final and conclusive unless, within thirty (30) Days from the date of receipt of such copy, the Operator mails or otherwise furnishes to the Department a written appeal addressed to the Mayor. The decision of the Mayor, or his duly authorized representative for the determination of such appeals, will be final and conclusive unless within thirty (30) Days of the Operator's receipt of such decision, the Operator files an action in a court of competent jurisdiction. In connection with any appeal proceeding under this provision, the Operator shall be afforded an opportunity to be heard and to offer other evidence in support of the appeal. Pending final decision of a dispute hereunder, the Operator shall proceed diligently with the performance of this Agreement and in accordance with the County's decision. Failure to perform in accordance with the decision of the Director or the Mayor shall be cause for termination of this Agreement in accordance with **Sub-Article 12.03 "Other Defaults"**. The failure of the Operator to comply with this administrative claim procedure shall be cause for a waiver of claim and an abandonment of any claim arising out of the event.

13.02 TERMINATION: The Operator shall have the right, upon thirty (30) Days written notice to the County to terminate this Agreement, without liability to the County, at any time after the occurrence of one or more of the following events:

- (A) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the injunction remaining in force for a period of more than one hundred eighty (180) Days.
- (B) A breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the Department to remedy such breach for a period of one hundred eighty (180) Days after receipt of written notice from the Operator of the existence of such breach.
- (C) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the airport locations or any substantial part, or parts thereof, in such a manner as substantially to restrict the Operator's provision of services for a period of one hundred eighty (180) Days.

ARTICLE 14 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE) - Voluntary

ACDBE participation is Voluntary and is not required for this contract. ACDBE participation can be achieved either through the Operator being an ACDBE itself, a Partnership or Joint Venture, or subcontracting a percentage of Gross Revenues.

14.01 ACDBE REQUIREMENTS: The Operator is ACDBE certified; it shall keep its ACDBE certification current and immediately notify the MDAD Minority Affairs Division if it becomes ineligible for certification.

14.02 AFFIRMATIVE ACTION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS: The Operator acknowledges that the Provisions of 14 CFR Part 152, Affirmative Action Employment Programs, Provisions of Title VI of the Civil Rights Act of 1964, and 49 CFR Part 23, Airport Concession Disadvantaged Business Enterprise Programs, are applicable to the activities of the Operator under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, U.S. Department of Transportation and the Federal Aviation Administration.

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

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

"This agreement is subject to the requirements of the US Department of Transportation's Regulations 49 CFR Part 23. The Operator or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or

performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23”.

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

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

The Operator agrees to include the above statements in any subsequent lease and concession agreements.

ARTICLE 15 - RULES, REGULATIONS AND PERMITS

- 15.01 RULES AND REGULATIONS:** The Operator shall comply with the Ordinances of the County including Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder by the Department, all additional laws, statutes, ordinances, regulations and rules of the Federal, State and County governments and any and all plans and programs developed in compliance therewith, and any County Administrative Orders, Implementing Orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement.
- 15.02 VIOLATIONS OF RULES AND REGULATIONS:** The Operator agrees to pay, on behalf of the County, any Damage, assessment or fine issued against the County, or the Department to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or County governments based in whole or substantial part upon a claim or allegation that the Operator, its agents, employees, or invitees, have violated any law, ordinance, regulation or rule described in **Sub-Article 15.01 “Rules and Regulations”** or any plan or program developed in compliance therewith. The Operator further agrees that the substance of **Sub-Article 15.02 “Violations of Rules and Regulations”** and **Sub-Article 15.01 “Rules and Regulations”** shall be included in every Sub-Lease and other agreements which the Operator may enter into related to its activities under this Agreement and that any such Sub-Lease and other agreement shall specifically provide that “Miami-Dade County, Florida is a third party beneficiary of this and related provisions.” This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting, or subleasing.
- 15.03 PERMITS AND LICENSES:** The Operator shall obtain, pay for, and maintain on a current basis and make available to the Department upon request, all permits, and licenses as required for the performance of its services.
- 15.04 PROHIBITION ON USING PRODUCTS CONTAINING TRANS FATS – RESOLUTION NO. R-456-07:** The Operator shall not market or distribute at the designated Location under this Agreement any pre-packaged, prepared, or other foods, including catered foods, derived from or containing trans-fats. The Operator shall, periodically review existing inventories and projected products, to assure that only trans-fat free products are being offered for public consumption.

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

15.05 LABOR PEACE REQUIREMENT – RESOLUTION NO. R-148-07: The Operator provided a signed copy of the labor peace agreement for their employees as part of their Proposal to assure that no labor dispute or unrest will disrupt their operations at Miami International Airport (MIA) (See Exhibit M). Furthermore, the County has the right, in the event of a labor disruption, to suspend its obligations under the contract while the labor disruption is ongoing and to use alternative means to provide the service that is affected by the labor disruption. In the event a Operator is unable to reach an agreement with a labor organization regarding the terms of a labor peace agreement, the dispute between the Operator and the labor organization shall be resolved by expedited binding arbitration in which the decision shall be rendered within ten (10) days of the request for arbitration but no later than five (5) days prior to the date the proposal is due. The Operator and the labor organization shall equally share the costs of arbitration.

15.06 LIVING WAGE: (not applicable)

15.07 MIAMI-DADE AVIATION DEPARTMENT OPERATIONAL DIRECTIVES The Operator shall comply with the Miami-Dade Aviation Department (MDAD) Operational Directives. Please refer to MDAD Operational Directives available at <http://www.miami-airport.com/od2.asp>.

15.08 DISTRIBUTION OF SINGLE-USE PLASTICS AND POLYSTYRENE TO CONSUMERS ON COUNTY PROPERTY:

Single-Use Plastics: Pursuant to Resolution No. [R-1030-24], the Operator shall be precluded to the greatest extent possible from distributing single-use plastics items to consumers in such form of, included but not limited to, wrappers, straws, containers, utensils, water and beverage bottles, coffee lids and stirrers, and bags.

Polystyrene (Styrofoam) Ban at MIA: Pursuant to MDAD Operational Directive No. 16-04, the Operator shall be precluded from distributing polystyrene products and petroleum-based materials.

In lieu of the above prohibited materials, Operators shall provide containers, utensils, cups, and plates (as appropriate given the scope of each operation) made from high recycled content paper or bio-based, biodegradable plastic packaging as certified by the Biodegradable Products Institute (BPI).

Operators, subtenants, certain business partners and management agreement operators shall, to the maximum extent feasible, use cleaning products and soaps which are listed on the United States General Services Administration "Environmental Products List" as referenced:

www.gsa.gov/climate-action-and-sustainability/buy-sustainable-products-services-and-vehicles

ARTICLE 16 – GOVERNING LAW

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

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

16.03 REGISTERED OFFICE/AGENT JURISDICTION: The Operator, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Operator is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement. If Operator is a joint venture and not a corporation, the parties to the joint venture hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 17 – TRUST AGREEMENT

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

The Amended and Restated Trust Agreement link:

<https://www.miamiairport.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 or any extension thereto, as applicable, of this Agreement, a court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the 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 or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

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

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

17.05 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The Inspector General Fee, as described in Section 2-1076 shall not apply to this contract.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to, original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, 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.

ARTICLE 18 – OTHER PROVISIONS

- 18.01 PAYMENT OF TAXES:** The Operator shall pay all taxes lawfully assessed against its interests in the Location and any support/storage spaces and its services hereunder, provided however, that the Operator shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute an Event of Default pursuant to **Sub-Article 12.03 "Other Defaults"** hereof.
- 18.02 ALTERATIONS BY OPERATOR:** The Operator shall not alter or modify the Location and or any support/storage spaces, except in accordance with **Article 4 "Improvements to the Location"** herein, without first obtaining written approval from the Department.
- 18.03 RIGHTS TO BE EXERCISED BY DEPARTMENT:** Wherever in this Agreement rights are reserved to the County such rights may be exercised by the Department.
- 18.04 ADMINISTRATIVE MODIFICATIONS:** It is understood and agreed to that the Department, upon written notice to the Operator, shall have the right to modify administratively and to revise Articles and the Exhibits to this Agreement, including the provisions of **Sub-Article 1.07 "Addition, Deletion and Modification of Location"**, **Sub-Article 18.02 "Alterations by Operator"**, **Sub-Article, 21.02 "Right to Amend"**, and **Sub-Article 21.04 "Right to Modify"**.
- 18.05 SECURITY:** The Operator acknowledges and accepts full responsibility for the security and protection of the Location. The Operator fully understands and acknowledges that any security measures deemed necessary by the Operator for protection of the Location shall be the sole responsibility of the Operator and shall involve no cost to the Department.
- 18.06 RIGHTS OF DEPARTMENT AT AIRPORT:** The Department shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and locations at the Airport. The County shall, in the exercise of such right, be free from any, and all liability to the Operator for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole acts of negligence or intentional acts of the County, its employees, or agents.

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

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

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

To the County:
(Mailing Address)

Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

or (physical address):

Miami International Airport
Terminal Building
Director's Office
Concourse E-10th floor
Miami, FL 33122

To the Operator:

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

- 18.10 SEVERABILITY:** If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement shall be severable.
- 18.11 RIGHTS RESERVED TO DEPARTMENT:** All rights not specifically granted the Operator by this Agreement are reserved to the Department.
- 18.12 COUNTY LIEN:** The County shall have a lien upon all personal property of the Operator in the Location to secure the payment to the Department of any unpaid monies accruing to the Department under the terms of this Agreement.
- 18.13 AUTHORIZED USES ONLY:** The Operator shall not use or permit the use of the Location or the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the Department on or invalidate any insurance policies of the Department or any policies of insurance written on behalf of the Operator under this Agreement.
- 18.14 NO WAIVER:** There shall be no waiver of the right of the Department to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default, or non-performance hereof by the Operator unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the Department to demand strict performance of the provisions, terms, and covenants of this Agreement with performance hereof by the Operator.
- 18.15 SECURED AREAS/AIRFIELD OPERATION AREA (AOA) STERILE AREAS SECURITY:** The Operator acknowledges and accepts full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Homeland Security, Transportation Security Administration's (TSA) Code of Federal Regulations 49 CFR Part 1542 et al, Federal Aviation Administration FAA Customs and Border Protection CBP, the MDAD Airport Security Plan and applicable Security Directives issued by TSA and the Aviation Department as set forth from time to time relating to Operator's activities at the Miami International Airport (MIA).

In order to maintain high levels of security at MIA, the Operator must obtain MDAD photo identification badges for all the Operator employees who are authorized access to the Secured/AOA/Security Identification Display Area (SIDA), Sterile Concourse Areas or any other restricted areas of the Airport as may be required and designated in the Airport's Security Plan. All Operator employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.

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

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

Operator Ramp Permits will be issued to the Operator authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department vehicle access control gates for the term of any Project. These permits will be issued only for those vehicles that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicles.

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

Only Operator staff with proper access zone pictured MDAD SIDA ID badges shall be allowed to operate a motor vehicle on the AOA without a MDAD escort. The Operator 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, an recurring AOA Driver and Movement Area Driver training programs conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

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

The Operator acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, Homeland Security, FAA/Federal Inspection Services agencies and MDAD access control and security policies and

procedures as may be required and designated in the Airport Security Plan and the Miami-Dade Aviation Department Rules and Regulations Chapter 25.

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

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

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

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

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

- 18.16 INTENT OF AGREEMENT:** This Agreement is for the benefit of the parties only and does not: (a) grant rights to third party beneficiaries or to any other person; or (b) authorize non-parties to the Agreement to maintain an action for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.
- 18.17 MODIFICATIONS:** This Agreement may be modified and revised in writing and duly executed by the parties hereto. Such modification may be made unilateral by the Department only as permitted pursuant to **Sub-Article 18.04 "Administrative Modifications"**, **Sub-Article 21.02 "Right to Amend"**, and **Sub-Article 21.04 "Right to Modify"**. Any oral representation or modification concerning this Agreement shall be of no force or effect. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.
- 18.18 RADON DISCLOSURE:** In accordance with Section 404.056, Florida Statutes, the following disclosure is hereby made: **"Radon Gas: Radon is a naturally occurring radioactive gas. When accumulated in a building in sufficient quantities, it may present health risks to persons who**

are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

- 18.19 TRADEMARKS AND LICENSES:** The Department may, from time to time, require the Operator as part of its advertising and marketing program to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the Department in the performance of this Agreement which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Operator and the Department, on behalf of the Department granting the Operator the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees, therefore. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo computer software or intellectual property in the using party.
- 18.20 HEADINGS:** The headings of the various Articles and Sub-Articles of this Agreement, and its Table of Contents are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.
- 18.21 BINDING EFFECT:** The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.
- 18.22 GOVERNMENTAL DEPARTMENT:** Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, a political subdivision of the State of Florida.
- 18.23 INDEPENDENT CONTRACTOR:** The Operator shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Department. All personnel provided by the Operator in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Operator under its sole discretion, and not employees or agents of the Department: Except as provided in § 2-11.1(s) of the Code, the Operator represents and warrants: (i) it has not employed or retained any company or person other than a bona fide employee working solely for the Operator to solicit or secure this Agreement; and (ii) it has not paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the Department without any liability to the Contractor for any reason.
- 18.24 OTHER LIENS:** Operator shall not permit any mortgages, deeds of trust or similar liens to be imposed on the Location, the leasehold, or the furniture, fixtures and equipment or any portion thereof. Operator shall not permit or suffer any liens, including mechanics', materialmen's and tax liens to be imposed upon the Location, or any part thereof, without promptly discharging the same. Notwithstanding the foregoing, Operator may in good faith contest any such lien if Operator provides a bond in an amount and form acceptable to Department in order to clear the record of any such liens. Operator further agrees that it shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign or otherwise transfer its leasehold interest in the Location or any personal property or trade fixtures in the Location, including any furniture, fixtures and equipment or any part thereof or permit any of the foregoing to

occur. Operator shall assume the defense of and indemnify and hold harmless County against any and all liens and charges of any and every nature and kind which may at any time be established against said Location and improvements, or any part thereof, as a consequence of any act or omission of Operator or as a consequence of the existence of Operator's interest under this Lease.

18.25 FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP"): Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the successful Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB 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 SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB 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 Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$500/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource> or by contacting the SFWIB at (305) 594-7615, Extension 407 (Refer to Exhibit N).

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

ARTICLE 19 - SUB-LEASES

Operator shall not sub-lease this Agreement or any of the rights and privileges hereunder, or contract for the performance of any of the services to be provided by the Operator hereunder without the Department's prior written approval, which approval may be granted or withheld by Department in the exercise of its sole discretion. Operator may utilize Third Party Contractor(s) to accomplish the obligations of this Agreement.

ARTICLE 20 - WAIVER OF CLAIMS

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

sewage systems, and Operator hereby expressly releases the County and Department from any and all demands, claims, actions, and causes of action arising from any of such causes.

ARTICLE 21 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

21.01 AGREEMENTS WITH STATE OF FLORIDA AND MIAMI-DADE COUNTY:

This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all Federal, State, County laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the County and the State of Florida, or its boards, agencies or commissions, and to any future agreement between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of Federal, State, County funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

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

21.03 OPERATOR COVENANTS AND ASSURANCES:

A. Covenants Against Discrimination:

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

contained in this paragraph. Operator shall furnish the original or a true copy of such agreement to Department.

2. Operator will provide to provide all information and reports required by said Code of Federal Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its Location as may be determined by Department or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Operator is in the exclusive possession of another who fails or refuses to furnish this information, Operator shall so certify to Department or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
3. In the event of a breach of any of the above nondiscrimination covenants, Department shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to reenter and repossess the Location and the improvements thereto and hold the same as if this Agreement had never been made. The rights granted to Department by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.
4. Operator assures County that no person shall be excluded on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or veteran status, or status as victim of domestic violence, dating violence or stalking, as applicable, from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Operator also assures County that it will require its covered suborganizations to provide assurances to the same effect and provide copies thereof to the Department.
5. Operator further assures County that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or veteran status, or status as victim of domestic violence, dating violence or stalking be excluded from participating in any activity conducted at or in connection with its operations at the Location. Operator also assures County that it will require its contractors to provide assurances to the same effect and ensure that such assurances are included in contracts and Sub-Lease agreements at all tiers which are entered into in connection with Operator's services hereunder.
6. a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or veteran status, or status as

victim of domestic violence, dating violence or stalking, as applicable, in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

- b) Operator agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.
- 7. County may from time to time be required by the United States Government or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and ~~Concessionaire~~ Operator agrees that it will adopt such requirements as part of this Agreement.

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

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

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

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

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

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

1. The Operator shall, at its own cost and expense, procure and keep in force during the Term and any Extension thereto if applicable, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for the Operator to provide its services hereunder and shall pay all taxes, (including sales and use taxes), assessments including, without limitation, storm water utility fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction on Operator's property, on its services, on its Gross Revenues, on its income, on this Agreement and the fees payable to the County hereunder, on the rights and privileges granted to the Operator herein, on the Location and on any and all equipment installed on the Location and the Operator shall make and file all applications, reports, and returns required in connection therewith.
2. The Operator agrees to repair promptly, at its sole cost and expense and in a manner acceptable to the Department, any damage caused by the Operator, officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport, or any equipment or property located thereon.
3. The Operator is not authorized to act as the County's agent hereunder and shall have no authority, express or implied, to act for or bind the County hereunder and nothing contained in this Agreement shall be deemed or construed by the County or the Operator or by any third party to create the relationship of partnership or joint venture. No provision of this Agreement shall be deemed to make the County the joint employer of any employee of the Operator.
4. The County shall have the right during the Operator's normal business hours (and at any time during an emergency) to inspect the location and the property of the Operator located thereon, in order to enforce this Agreement, to enforce applicable laws and regulations, and to protect persons and property.
5. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision of this Agreement.
6. Time is expressed to be the essence of this Agreement.
7. This Agreement with its signature to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.
8. If any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.
9. Except as otherwise provided herein, if certain action may be taken only with the consent or approval of the County, or if a determination or judgment is to be made by the County, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the County or the County.
10. The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance. The Operator shall comply with these requirements.

21.10 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 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.

21.11 PUBLIC RECORDS AND CONTRACTS OF SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY: The Operator 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, F.S., 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 Operator upon termination of the agreement 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 the agreement and shall be enforced in accordance with the terms of the agreement.

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

21.12 ENTIRE AGREEMENT: This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Operator hereby affirms the completeness and accuracy of the information provided by Operator to County in their Proposal, and in all attachments thereto and enclosures therewith, submitted by Operator to County in connection with the award of this Agreement. None of the provisions, terms or conditions contained in the Agreement may be modified or otherwise altered except as may be specifically authorized by Sub-Article 18.04 "Administrative Modifications" or the Sub-Articles stated therein, or by written instrument executed by the parties hereto.

21.13 FAA SPECIAL PROVISIONS:

A. General Civil Rights Provisions

In all its activities within the scope of its airport program, the Operator agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Operator and subcontractors from the bid solicitation period through the completion of the contract.

B. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator") agrees as follows:

- a. Compliance with Regulations: The Operator (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 contract.
- b. Nondiscrimination: The Operator, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Appendix B of 49 CFR part 21.
- c. 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.
- d. Information and Reports: The Operator 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.

- e. Sanctions for Noncompliance: In the event of an Operator's noncompliance with the non-discrimination 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:
 - a. Withholding payments to the Operator under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The Operator will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, 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.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 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);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 5501) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
- h. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
 - k. 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. 7409 (2005)];
 - l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).
- D. 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 has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
- E. 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.
- F. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

21.14 U.S. SOCCER FEDERATION 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. 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 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 Contract 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>

21.15 Supplier/Vendor Registration / Conflict of Interest

a) Supplier/Vendor Registration

The Operator 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 Operator'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 Operator'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 Supplier/Vendor 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.

21.16 COUNTY USER ACCESS PROGRAM (UAP) - Not applicable.

21.17 PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER (Not used)

21.18 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.

Contractor'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.

21.19 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor 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 Contractor affirms that (a) it is 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 Contractor; (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 Contractor 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 Contractor 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 Contractor 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 Contractor has otherwise complied with its requirements

under those statutes, then Contractor 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, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

21.20 KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

21.21 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions 2) Miami-Dade County's RFP No. EVN0002968 and any associated addenda and attachments thereof, and 3) the selected Proposer's Proposal.

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

OPERATOR

ATTEST:

Secretary _____
(Signature and Seal)

(Type Name & Title)

(Legal Name of Corporation)

By: _____
Operator - Signature

Name: _____

(President)

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

Legal Name
By: _____
Signature

(Type Name & Title)

Name of Managing Joint Venture:

By: _____
Signature of Authorized Representative of
the Joint Venture

Legal Name
By: _____
Signature

(Type Name & Title)

Attest: _____

Witness: _____

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

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

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Assistant County Attorney

By: _____
(Deputy Clerk Signature)

Print Name _____

Resolution No.: _____

Date: _____

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E-7



**MIAMI-DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
AIRPORT CONCESSION BUSINESS DEVELOPMENT**



**AIRPORT CONCESSION BUSINESS DEVELOPMENT
TENANT HANDBOOK**

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WELCOME

The Miami-Dade Aviation Department (MDAD) welcomes you to Miami International Airport (MIA).

MIA has more than 30,000 dedicated employees from Miami-Dade County, as well as airlines, various government agencies, vendors, consultants, and concessionaires. We work closely daily to provide and maintain safety and security, economic viability, customer service, and passenger service.

This Tenant Handbook communicates the responsibilities of being a part of the MIA family. Our goal is to provide our passengers and airport patrons with excellent customer service, and your attention to detail is critical to achieving this goal.

We look forward to a continuous business partnership and wish you well in your new business operations at MIA.

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INTRODUCTION

This Tenant Handbook addresses the events that will usually transpire as your business embarks on a relationship with Miami International Airport.

The Lease between the Concessionaire and the County is the primary legal document that defines allowable activities and conditions within the leasehold premises. A review of the Lease is recommended to further define activities, concession and public boundaries, and other operating rights.

A. Vision

The MIA concessions program provides a world-class retailing experience for its diverse passenger mix, which includes the culturally diverse, cosmopolitan South Florida region and a multi-continent international gateway. It provides various international, national, and local brands that offer fair and varying price points and innovative store designs, all within a safe, vibrant shopping environment.

B. Airport Concession Business Development Program Goals

A commitment to balance competitively priced high-quality goods and services with needed passenger services and revenue to the Airport, recognizing the concessionaires' investment and achieving our ACDBE goals.

C. Airport Concession Business Development Program Objectives

To achieve the mission/vision and goals, Airport Concession Business Development's objectives are to:

- Enhance the image of MIA as a world-class airport which reflects the cosmopolitan and international nature of the community
- Enhance customer service and satisfaction by improving product choice, price points, and customer service
- Optimize sales/transactions and revenue for the airport.
- Integrate design and location of Airport Concession Business Development within the infrastructure of the Airport for passenger convenience
- Present a local and regional identity concept that enhances the "sense of place" and conveys the cultural richness and diversity of Miami to the traveling public
- Balance national, regional, and local Airport Concession Business Development and concessions with ACDBE representation throughout the terminal

D. Airport Concession Program Overview

MIA has approximately 240 existing retail, duty-free, and food and beverage locations. The Airport is divided into three terminals:

- **North Terminal.** This terminal generates approximately **57%** of the passenger traffic and has 147,302 square feet of existing concessions space. Shops range from duty-free stores to news and gift stores, specialty retail shops, and food and beverage locations, including casual dining options, quick service units, and coffee.
- **Central Terminal.** This area is located between the North and South Terminals. It is commonly referred to as Terminals/Concourses E, F, and G. Most of the concession space is located within the pre-security portion of the Terminal. Existing concessions include duty-free stores, news and gift stores, specialty retail shops, and food and beverage locations totaling 72,094 square feet.

- **South Terminal.** This terminal accommodates approximately **21%** of all MIA passenger traffic. The South Terminal and its related concourses (H and J) have retail, duty-free, news & gift, and food and beverage locations totaling 10,500 square feet. The terminal overall has approximately 42,000 square feet of concession space.

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GENERAL INFORMATION

Concessionaires, employees, and Sub-tenants shall be aware of general airport information.

A. Useful Contacts

KEY CONTACTS	DEPARTMENT	Phone Number
LEASEHOLD PREMISES	Property Manager	<u>305-876-7720</u>
AIRPORT OPERATIONS CENTER (AOC)	AOCNotification@FlyMIA.com	<u>305-876-0385</u>
BADGES	Ground Transportation Office	<u>305-876-7080</u>
CONFERENCE CENTER	Reservations and Information	<u>305-871-4100</u>
AOA DELIVERIES	Airside/Superintendent/ Airfield Operations	<u>305-876-0152</u>
LANDSIDE DELIVERIES	Landside /Supervisor /Parking Control	<u>305-876-7024</u>
POLICE	Communications Center (24 Hours)	<u>305-876-7373</u>
FIRE/MEDICAL	EMERGENCY	<u>305-876-7070</u>
FIRE SAFETY	Fire Inspection Section	<u>305-876-7070</u>
INFORMATION SERVICES	Information and Paging	<u>305-876-7000 x8</u>
MAINTENANCE	Maintenance Dispatch (24 Hours)	<u>305-876-7311</u>
PARKING	Manager, Parking Systems	<u>305-876-7024</u>
RENT, FEES, AND CHARGES	Aviation Finance Specialist	<u>305-876-8493</u>
SECURITY AND SAFETY	Chief	<u>305-869-4247</u>
SIGNAGE	Chief	<u>305-876-0299</u>
STORAGE	Property Manager	<u>305-876-7753</u>
TRASH/RECYCLING	Maintenance Coordinator	<u>305-876-0483</u>

B. Useful Websites

NAME	LINK
MDAD Terminal Standards Manual	http://www.miami-airport.com/library/ODs/Standards_Manual.pdf
MDAD Operational Directives	http://www.miami-airport.com/od2.asp
MIA Rules and Regulations	https://www.miami-airport.com/rules_and_regulations.asp
MIA Website	https://www.miami-airport.com/home.asp
MIA Traffic Reports	https://www.miami-airport.com/airport_stats.asp
MIA Newsroom	https://news.miami-airport.com/
MIA Business Information	https://www.miami-airport.com/home-business.asp

NAME	LINK
------	------

City of Miami Website

<https://www.miami.gov/Home>

Miami-Dade County Website

<https://www.miamidade.gov/global/home.page>

FAA Website

<https://www.faa.gov/>

TSA Website

<https://www.tsa.gov/>

C. Airlines

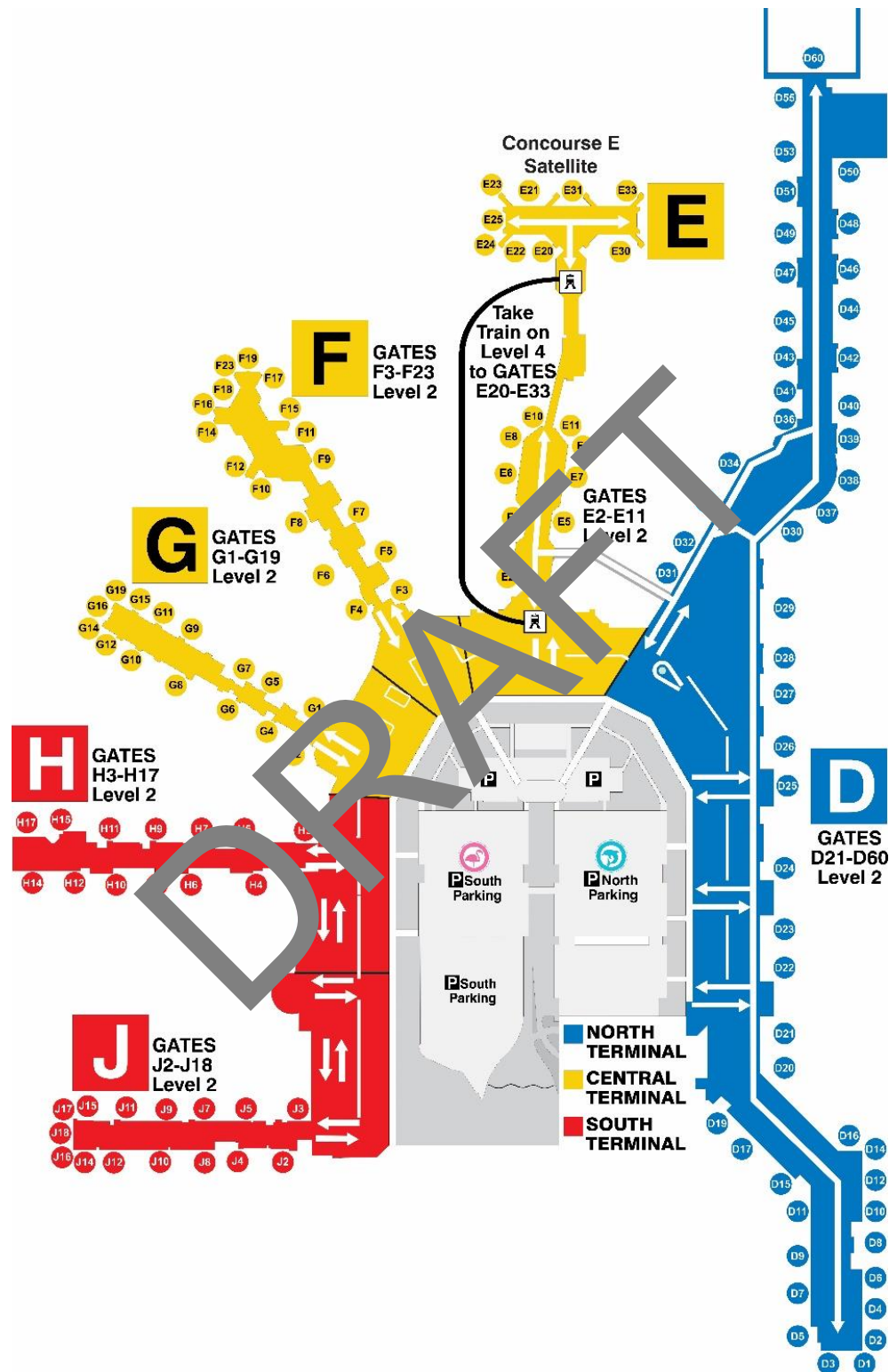
Airline	IATA Code	Departure Concourse	Official Website
AEROLINEAS ARGENTINAS	AR	J	More info
AEROMEXICO	AM	H	More info
AIR CANADA	CA	I	More info
AIR LINGUS	EI	E	More info
AIR CENTURY	G6	I	More info
AIR EUROPA	UX	E	More info
AIR FRANCE	AF	J	More info
AIR TRANSAT	TS	H	More info
ALASKA AIRLINES	AS	E	More info
AMERICAN AIRLINES	AA	D-E	More info
AVIANCA	AV	J	More info
BAHAMASAIR	UP	G	More info
BOLIVIANA DE AVIACION	OB	F	More info
BRITISH AIRWAYS	BA	E	More info
CANADA JETLINES	AU	F	More Info
CARRIBEAN AIRLINES	BW	J	More info
CAYMAN AIRWAYS	KX	F	More info
COPA AIRLINES	CM	J	More info
CONDOR	DE	F	More Info
DELTA AIR LINES	DL	H	More info
EASTERN AIRLINES	2D	F	More info
EL AL-ISRAEL AIRLINES	LY	J	More info
EMIRATES	EK	J	More info
FINNAIR	AY	F	More info
FRENCH BEE	BF	F	More info

Airline	IATA Code	Departure Concourse	Official Website
FRONTIER AIRLINES	F9	F	More info
GLOBAL X	G6	E	More info
GOL	G3	E	More info
IBERIA	IB	E	More info
ITA AIRWAYS	AZ	H	More info
JETBLUE	B6	E	More info
KLM	KL	H	More info
LATAM	4M, JJ, LA, LP, XP	I	More info
LOT POLISH AIRLINES	LO	F	More info
LUFTHANSA	LH	J	More info
NORSE ATLANTIC	NO, 2N	F	More Info
QATAR AIRWAYS	QR	E	More info
PORTER AIRLINES	PD	G	More Info
RED AIR	8L	E	More info
ROYAL AIR MAROC	AT	E	More info
SAS	SK	E	More info
SKY	H8	F	More info
SKY HIGH AVIATION SERVICES DOMINICANA	SHH	F	More info
SOUTHWEST	WN	G	More info
SPIRIT	NK	J	More info
SUN COUNTRY	SY	F	More info
SUNWING	WG	F	More info
SURINAM AIRWAYS	PY	E	More info
SWIFT AIR	SWQ	F	More info
SWISS INTERNATIONAL	LX	J	More info
TAP - AIR PORTUGAL	TP	J	More info
TURKISH AIRLINES	TK	H	More info
UNITED AIRLINES	UA	H	More info

Airline	IATA Code	Departure Concourse	Official Website
VIRGIN ATLANTIC	VS	J	More info
VIVA	VH	F	More info
VOLARIS	Y4	F	More info
WESTJET	WS	G	More info
WORLD ATLANTIC			More Info

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D. Airport Layout/Maps



E. Airport Information Services

Passenger service assistance is available at the information center in terminals D, E, H, and J, including the main counter at Central Terminal E, Level 2, near the airport's hotel. The center is open daily from 6 a.m. to 10 p.m.

Services provided include:

- Multilingual airport and tourist information
- Multilingual interpreting and translation service
- Assistance with TDD phone at the Information Center
- Resolving customer complaints
- Accepting lost items when the Lost and Found office is closed
- For additional information, call 305-876-7000.

F. Airport Paging

Concessionaires can contact the Airport Paging Center to communicate information, such as to locate passengers who have left merchandise or belongings. Paging hours are available 24 hours a day, and the center can be contacted at 305-876-7000. Passengers can also request a page by visiting the Concourse E Information Center located on the second level (departures) of Central Terminal E.

In addition to paging, the Center also provides information, emergency messages, and assistance to the public through:

- Public number (305-876-7000)
- Direct 1-800-TALK-MIA lines

G. Accessibility for All Passengers

Our goal at Miami International Airport is for every form of air travel to be easily and safely accessible for all our passengers. Employees are expected to be sensitive to passengers with special needs or those who require additional assistance. **myMIAccess** is an airport initiative offering passengers with disabilities a dedicated platform for accessing services, amenities, and information when traveling through Miami International Airport. A complete listing of services offered to passengers needing additional assistance can be found at <https://miami-airport.com/myMIAccess.aspx>, some are summarized below.

- Hidden Disabilities—Sunflower Lanyard: MIA is a proud member of the Hidden Disabilities Sunflower Lanyard program, an awareness initiative aimed at discreetly communicating to airport staff that you may need more time or have additional questions while traveling.
- Multi-sensory rooms are dedicated spaces where passengers with cognitive and developmental disabilities such as autism can enjoy a calm and stimulating environment while they travel through MIA. The room includes sensory aids that stimulate reaction, encourage communication, and reduce agitation and anxiety, sometimes caused by the hustle and bustle of airport travel. The Multi-Sensory rooms are open seven days a week from 6 a.m. to 10 p.m. at the two locations:
 - Concourse D, post-security, just beyond TSA Security Checkpoint #4
 - South Terminal, post-security, near Concourse J

- **Service Animal Relief Areas:** MIA offers service animal relief areas. The relief stations are enclosed units that include synthetic grass, a fire hydrant, disposable bags, and sinks. They are located post-security in Concourse D, F, G, and J. In addition, outdoor areas are available at the arrival level in Concourse D, E, and J.
- **Wheelchair Charging Stations:** Wheelchair charging stations connect to the charging power on electric wheelchairs and mobility scooters, allowing passengers to recharge while waiting for their flight. The stations are located in Concourses D, E, F, G, H, and J, and Pre-Security in the D and H International Arrivals.
- **MIAmamas - Nursing Suites:** Nursing mothers are welcome to pump or nurse anywhere at MIA. For moms looking for a quiet, private option, the airport has MIAmamas pods and a room throughout each Concourse. The accessible nursing room is in Concourse J, next to Checkpoint J.

H. Lost and Found

MDAD handles all lost and found items from Airport common areas, restaurants, shops, gate areas, and restrooms. Items left in concession locations are delivered daily to the Lost & Found Department located in D North Terminal, 4th Level, which is open seven days a week between 8:00 a.m. and 6:00 p.m.

Items of high value, including purses, wallets, smartphones, tablets, and laptop computers, must be delivered to Lost and Found offices immediately. The Lost and Found Department can be contacted by calling (888) 355-0690. Items are stored securely in Lost and Found for 30 days.

GETTING STARTED

While working at Miami International Airport is exciting and fun, there are some differences from working in other retail environments. This section will address some of those differences and some of the actions necessary because of those differences. We will guide you through some of the processes needed to get your employees to start working with us at MIA.

Before beginning tenancy, there is some important information you should know, as follows:

A. Employee Parking

1. Availability

The airport employee parking lot is available to employees of companies that lease space in the terminal building and have been authorized by the Aviation Department to utilize the employee parking facility. Employees may park only in the employee parking lot while on duty at the MIA terminal building.

2. Location and Transportation

The employee parking lot is approximately 1½ miles southeast of the main terminal building. It can be accessed through LeJeune Road at N.W. 14th St. or Perimeter Road at 15th Street. Shuttle buses provide 24-hour transportation to and from designated locations on the departure level of the terminal building with approximate headways of 5 minutes during peak times and 15 minutes during non-peak times.

3. Parking Decal Information

- i. Employee parking decals are issued in 8, 12, and 24-month increments. Companies paying for employee parking decals can establish an account, which can be invoiced monthly by contacting the Finance Division. The prevailing costs are listed in Miami-Dade County Implementing Order "Summary of Rates, Fees and charges for Miami-Dade Aviation Department Miami International Airport" at [IO-04-125.pdf \(miamidade.gov\)](#)
- ii. Employees can pay for their parking at the Decal Section. The Decal Section is located on the ground floor of the Dolphin Garage and is open Monday through Friday, except holidays, from 8:00 a.m. to 5:00 p.m. Contact the Decal Section for current employee parking rates. To register your company and establish authorized requestors, please obtain sample letters from the Decal Section (tel. number: 305- 876-7567).

4. Access to Lots and Shuttles

- i. Access to the employee parking lot is restricted to vehicles with a valid employee parking decal and employees with valid MIA identification badges or airport-authorized company identification badges. Family members/friends traveling in the same vehicle will be denied entry to the lot if they do not have a valid MIA or company I.D.
- ii. Employees must have a valid MIA or airport-approved company identification badge to ride the employee shuttle bus between the employee parking lot and the terminal building. Family members/friends are not allowed to ride the employee shuttle bus.

5. Abuse of Parking Privileges

- i. Employee parking decals must be permanently affixed to the vehicle for which they were issued and can only be used by authorized employees.
- ii. Parking in the employee parking lot is a privilege and may be revoked for failure to comply with established procedures.

6. Parking Safety and Security

Emergency telephones are located at each bus shelter in the employee parking lot. These phones may be used to report personal safety issues or non-emergency situations, such as the need for motorist assistance.

B. Badging (MDAD Credentialing Section)

The Concessionaire shall be subject to all Departmental requirements and Transportation Security Administration (TSA) mandates pertaining to the issuance of airport identification badges, including, but not limited to, employee completion of the Security Identification Display Area (SIDA) training conducted by the Department and Criminal History Records Check (CHRCs) and Security Threat Assessment (STA) approved vetting results, as required by the TSA Unescorted Access Privilege Rule. The Concessionaire shall pay, or cause to be paid, to the Department such nondiscriminatory charges, as may be established from time to time, for new/renew, lost or stolen ID badges and unaccounted ID badges not returned to the Aviation Department. The Concessionaire will be required to conduct background investigations and to furnish certain data on such employees before the issuance of such ID badges, which data may include the fingerprinting of employee applicants for such badges. See page 4 of our MDAD application as this is what we make the signatories certify.

All airport employees need to be badged before work commences. Our badging office is in Terminal D, 3rd floor, just off the Skyride across from the Dolphin parking garage.

Credentialing Section Hours of Operation:

Monday - Friday, 8:00 AM to 4:00 PM. Closed on County Reserved Holidays.

Contact Information:

General information: 305-876-7188

Fingerprint appointments: 305-876-3409

Badges must always be displayed. All airport employees must participate in additional training to gain access.

Current Badging Fees: Please see implementing Order 4-125 at: [IO-04-125.pdf \(miamidade.gov\)](#)

C. Employee Orientation

All airport employees (including Concessionaires) will need to be scheduled for an employee orientation with the Airport to receive SITA and customer service training (included in the orientation time). Please allow ninety (90) minutes for this training, which must be accomplished before the employee beginning work at the Airport.

D. Setting Up Utilities

The Concessionaire shall bear the cost of all utilities used or consumed on the Premises. Unless the Premises are provided with separate electric, gas, and/or water meters, the Concessionaire agrees to pay for the utilities on the Premises as a monthly charge, plus any applicable taxes, upon billing by the Department or utility companies. The Department encourages the Concessionaire to provide and install meters for utilities used at the Concessionaire's expense. See your Agreement for further details on payment to MDAD for utility charges. Other utilities used by the Concessionaire, including telephones and telephone service hook-up, data lines, and additional electrical and communications services, are to be arranged for and paid for by the Concessionaire. The Airport provides these types of services through its Information Technology Shared Tenant Services.

E. Use of Wireless Technologies

Any approval by the Department and subsequent installation by any Concessionaire of a wireless network would be granted only with the explicit understanding that the Concessionaire agrees that the system be transitioned over to

any future network once installed. Note that all costs, both one-time and recurring, to be incurred because of the required transition to any future network shall be the responsibility of the concessionaire.

F. Banking Procedures

It is critical that Concessionaires implement a policy and provide professional guidance for cash handling, ensuring that those staff tasked with making deposits do so in the safest manner possible. Concessionaires are responsible for arranging procedures to ensure that all stores have the appropriate amount of change.

G. Hours of Operation

The concessionaire and/or its Sub-tenants shall operate the Locations for business three hundred sixty-five (365) days a year, opening one hour and 30 minutes before the first flight on its Concourse and closing less than 30 minutes before the departure of the last flight. The above is to be considered the minimum hours of operation of the Locations.

All units have specific hours set for when the unit is to be open and serving the public. On-site personnel are responsible for knowing what their store operating hours stipulate. The hours of business shall be such that the passengers of all flights arriving or departing from any terminal where a Concession Location has been assigned will be accommodated.

In the event of extended flight delays, emergencies, or other anticipated circumstances, the Airport expects the Concessionaire to remain open to provide service to passengers. This may require the store(s) in the impacted areas to stay open beyond the required hours. **Procedures must be in place to keep the store open and operating during such events.**

The store must have all products and services available the moment it opens. This means, for example, that the coffee must be prepared and ready to serve before the actual opening time. The store must also keep all products available until the store officially closes. It is unacceptable for store employees to begin removing and cleaning the store until the actual closing time.

Unstaffed concessions offering services are required to be open twenty-four (24) hours a day, seven (7) days a week, including holidays. Examples of such services include vending, ATM, and luggage cart services.

H. Irregular Operations Plan

Irregular Operations (IROPS) are unexpected circumstances that can disrupt an airport's normal operations and cause flight delays, cancellations, diversions, and other issues. The IROPS Plan is designed to help identify and address passenger needs during lengthy ground delays. Several conditions, including weather, geological events, aircraft issues, and labor issues can cause IROPS events.

MDAD will send a notification to all Concessionaires via the Everbridge Notification System.

I. Emergency Preparedness

All employees shall be prepared to call 911 in an emergency. MDAD Dispatchers and Emergency Medical Dispatchers will assist immediately.

Concessionaires must have a plan in place in the event of:

- Evacuation
- Severe Weather
- Power Outage

MDAD must review and approve plans, and all employees shall be trained and have access to the documented plan.

J. Glossary of Airport Acronyms

Listed below are common Acronyms used at the Airport.

AC – Aircraft	GNP – Gross National Product
ADA – Americans with Disabilities Act	HR – Human Resources
AFLD – Airfield	HVAC – Heating Ventilation Air-Conditioning
AIP – Airport Improvement Program	ICE – U.S. Immigration and Customs Enforcement
AOA – Aircraft Operation Area	INS – Immigration & Naturalization Service
AOC – Airport Operations Center	IROPS – Irregular Operations
APM – Automated People Mover	IRS – Internal Revenue Service
APS – Automated Parking System	ITS – Information Technology Service
ARFF – Aircraft Rescue Fire Fighting	ILS – Instrument Landing System
ATSAC – Aviation Transportation Security Act Compliance	KPI's – Key Performance Indicators
BDDD – Business Diversity Development Department	LARS – Land Acquisition Reporting System
BIDs – Baggage Information Displays	LOA – Letter of Agreement
CBP – U.S. Customs and Border Protection	MAG – Minimum Annual Guarantee
CCC – Consolidated Communications Center	MBE – Minority Business Enterprise
CCTV – Closed Circuit Television	MDAD – Miami-Dade Aviation Department
CDP – Capital Development Program	ME/S/RS – Mechanical, Electrical, Plumbing, Structural/Ramp Services
CEO – Chief Executive Officer	MIA – Miami International Airport
CIF – Capital Improvement Fund	MII – Majority in Interest
CIP – Capital Improvement Program	MOU – Memorandum of Understanding
CIS – U.S. Citizenship and Immigration Services	NTSB – National Transportation Safety Board
CNG – Compressed Natural Gas	O&D – Origin and Destination
CPCS – Computerized Parking Control System	O&M – Operating & Maintenance
CSP – Carrier Support Program	OALs – Other Airlines (as in American and OALs)
CTA – Central Terminal Area	OPS – Operations
CUTE – Common Use Terminal Equipment	PSSF – Passenger Service Special Facilities
CUSS – Common Use Self Service	QTR – Quarter
DBEs – Disadvantaged Business Enterprises	RAC – Rent-A-Car
DBO – Date of Beneficial Occupancy	RAP – Respond Action Plan
DHS – Department of Homeland Security	RFC – Rates Fee & Charges

DOT – Department of Transportation

DPS –Department of Public Safety

ETM – Energy & Transportation Management

EVIDs – Electronic Visual Information Displays

FAA – Federal Aviation Administration

FARs – Federal Aviation Regulations or
Federal Acquisition Regulations

FEIS – Final Environmental Impact Statement

FIC – Facility Improvement Corporation

FIDs – Flight Information Display System

FIS – Federal Inspection Service

FLW - Flow

FOD - Foreign Object Debris

FSDO – Flight Standards District Office

FY – Fiscal Year

GA – General Aviation

GAAP – Generally Accepted Accounting
Principles

GIDs – Gate Information Displays

GIS – Geographic Information System

GL – General Ledger

PAX – Passenger

PFCs – Passenger Facility Charges

RIDs – Ramp Information Displays

RIMS – Risk Information Management System

RMS – Records Management System

ROI – Return on Investment

RS – Ramp Services

RWY - Runway

SIDA – Security Identification Display Area

SIDS – Source Isolation Deice System

SWAP – Interest Rate SWAP

TSA – Transportation Security Administration

TWY – Taxiway

WBE – Women Business Enterprise

WX – Weather

CUSTOMER SERVICE

At MIA, we provide a great experience for all our passengers. Thus, we expect all concessionaires, employees, and Sub-tenants to maintain the highest level of customer service as described below.

A. Standards and Expectations

1. Ambassadors of the Airport

All persons employed and working at Miami International Airport reflect the culture and the diversity of the Miami and South Florida region and are thus de facto ambassadors to the area. The Airport expects that all employees will treat visitors and guests with the utmost courtesy and respect. We are a customer-centric and friendly airport dedicated to providing an exceptional experience for all our guests. As Ambassadors, all employees are expected to have knowledge of basic airport information and provide service to passengers as follows:

- While in uniform, employees are expected to respond to customers' needs and questions or refer them to someone better suited to provide the necessary assistance.
- Employees must know where and how to obtain assistance if language or other communication barriers exist.

2. Appearance

The staff's appearance is very important. It will make a first and lasting impression on the patron. All front-of-the-house employees shall be required to maintain the highest possible standards regarding personal appearance.

Employees will always maintain a well-groomed, neat, professional, and clean appearance.

- Hair shall be neatly always groomed and pulled away from the face.
- Concession-specific uniforms must be worn appropriately, cleanly, neatly, and always pressed.
- Name badges or security badges shall be appropriately always displayed.
- Employees are expected to always be properly identified as Airport concessions employees.

3. Behavior

- Employees will refrain from using foul or inappropriate language at any time in the workplace, in the Airport, or while traveling via public transportation while wearing company uniform.
- Employees will refrain from eating, drinking, chewing gum, smoking, texting, or talking on the phone in any customer environment.
- Employees will refrain from gathering in public to chat while on duty or use public areas for breaks.
- Employees will refrain from sleeping or napping anywhere or at any time while on duty.
- Personal radio/ recorders or earphone buds are prohibited at any time while employees are on duty.

B. Complaint Resolution

Concessionaires shall make reasonable, respectful efforts to remedy problems and issues raised by Airport patrons or referred to Concessionaires by MDAD. All complaints shall be addressed within 48 hours of receiving the complaint. A written copy of the Concessionaire's response and/or corrective actions to a complaint are to be submitted to the Airport Concession Business Development within a ten-day period.

C. Return Policies

Each unit shall have a written exchange/return policy that allows customers to return or exchange merchandise within reason and is fully implemented by the sales personnel without supervisory approval. The following policies shall be adhered to at a minimum.

- **Exchange/ Return Policy:** A clear policy concerning the circumstances under which products/menu items may be returned or exchanged is available in writing and in view of the customer.
- **Customer-Friendly Policy:** The policy is consistent with that of the Department's other restaurants and is easily understood by the customer. The conditions under which exchanges and returns are allowed are clearly described and allow customer flexibility.
- **Policy Implementation:** All sales staff members have the authority to approve exchanges and returns consistent with the policy.

D. Training Requirements

Concessionaires are responsible for following all customer service policies, procedures, guidelines, and training programs (including security) proposed by the awarded Concessionaire as specified in their proposal. Further, Concessionaires shall ensure all employees are aware and comply with all rules and regulations of MDAD as well as those specified in this Handbook.

Concessionaires must keep copies of all management and supervisory level employees' signed forms on file acknowledging their receipt and understanding of this Handbook. In addition, MDAD may establish its own customer service training program and require Concessionaires' employees to participate.

E. Monitoring

MDAD shall have the right, without limitation, to monitor and test the quality of services of the Concessionaire and/or its Sub-tenants but is not required to do so. This monitoring shall include, but not be limited to, personnel, product quality, service, assistance, and store neatness and cleanliness using shopping services, closed-circuit T.V., and other reasonable means.

1. Mystery Shoppers

One way to evaluate sales and customer service success is through mystery shopping. The Authority encourages all Concessionaires to implement their own mystery shopper evaluations. In addition, the Authority may monitor, test, or inspect the services of any Concessionaire at any time using a mystery shopper service or other commercially reasonable means. Concessionaires will be given copies of all Authority-sponsored mystery shop reports and will be required to document corrective actions for any deficiencies found on mystery shopper visits and submit them to the Concessions Department within 10 days of receipt.

2. Operational Audits

The concessionaire shall conduct quality control audits and reports, including maintaining the street pricing requirements covering compliance with contract requirements, cleanliness of the Location, timeliness of service, and quality of the product.

STANDARD AIRPORT PROCEDURES

A. Rules and Regulations

All concessionaires will be subject to the Aviation Department Rules and Regulations referenced in Lease Article 15, [Rules, Regulations and Permits], and may be found at the following link: https://library.municode.com/fl/miami-dade_county/codes/code_of_ordinances?nodeId=PTIIICOR_CH25AVDERURE

B. Improvements to Premises

1. Conditions for Permits

Airport businesses must comply with their contractual requirement to obtain MDAD's written consent to carry out any alterations to MDAD property. This includes what might be constructed as "minor" additions and deletions, like an electrical outlet.

The permit process is designed to ensure that construction is compatible with present and future airport facilities, responsibilities are appropriately assigned, compliance with other jurisdictions' requirements is ensured, design meets MDAD standards, and Concessionaires are assisted with the timely and safe completion of their projects.

1. Permit Application Procedure

The Concessionaire must first contact MDAD's Airport Concession Business Development Division with any plans for site improvements, alterations, or construction for preliminary plan approval.

The design criteria manual for each terminal details the submittal requirements and permit process.

C. Vendors Performing Services for Concessionaires

Vendors performing services to Concessionaires are required to obtain a permit pursuant to Miami-Dade County Administrative Code 8-5 and the Miami-Dade Aviation Department (MDAD) Operational Directive 99-01. Please have your vendor contact the MDAD Airport Concession Business Development Division, Permits Section, at 305-869-4683 for additional information.

D. Storage

1. Designated Storage Areas

Concession storage space may be leased through MDAD Airport Concession Business Development Division and is designated in the Agreement. These storage areas are provided for activities related to the Concessionaire's doing business at the airport, including storage, display, overstock, and office use. MDAD will make every effort to satisfy individual concession storage needs, dependent on the availability of suitable space.

2. Unapproved Storage

Hazardous, combustible, or flammable materials and storage of merchandise outside or adjacent to the Concessionaire's retail premises or storage area are not permitted. Storage of materials, products, or trash that blocks access to fire safety equipment, doors, and other access points is also prohibited. Concessionaires that consistently abuse storage privileges will be noticed and required to clean premises or be billed for all associated costs required to clean up or remove the unapproved materials attributed to their business.

3. Fire Safety in Storage Areas

Concessionaires using storage areas must be aware of these common storage problems and must correct them to ensure fire safety:

- Storage is too close to sprinkler heads.
- Improper storage of trash, boxes, oily rags, etc. These items are better removed to disposal or recycling receptacles provided for Concessionaires.
- Improper storage of flammable and combustible liquids and aerosols.
- Blocking of exit-ways and fire equipment.

4. Damage to Storage Areas

Storage rooms and access to those rooms are the property of MDAD. Concessionaires found to be consistently causing damage to MDAD property will be noticed and may be billed for repairs following review and discussion with MDAD as necessary.

DRAFT

OPERATIONS

A. Standard of Operations (SOPs)

This section provides reasonable and customary operating requirements as set forth by the Department. This objective approach focuses on concessions' performance in the unique operating environment at MIA. The Concessionaire and/or its Sub-tenants shall conduct their operations in a first-class, businesslike, efficient, courteous, and accommodating manner.

The Standards of Operations may occasionally change in response to the ever-changing Airport environment. In general:

1. Concession Facilities

- i. All concession facilities shall be maintained exceptionally, per the Department standards.
- ii. The outside areas immediately adjoining the locations shall always be kept clear by Concessionaire the Concessionaire and/or its Sub-tenants.
- iii. No awning or other projection shall be attached to the outside walls of the locations or the terminal building without the Department's prior written consent.
- iv. The Concessionaire and/or its Sub-tenants shall not permit storage or restocking bins to be visible to the public except while restocking shelves and display fixtures.
- v. All loading and unloading of goods shall be done at such times, in the areas, and through the entrances designated for such purposes by the Department. If the program is implemented, the Concessionaire and/or its Subtenants may be required to utilize the services of a delivery /distribution company selected by the Department.
- vi. No loudspeakers, televisions, radios, flashing lights or other devices shall be used in a manner to be heard or seen outside the locations without the prior written consent of the Department.
- vii. Concessionaire and/or its Sub-tenants shall not carry on any trade or occupation or operate any instrument, apparatus, or equipment that emits an odor or causes a noise discernible outside the locations and which may be deemed offensive in nature.
- viii. The Department requires all Concessionaire Point of Sale (POS) locations to be well-maintained and clutter-free. Concessionaires shall organize POS counters so that impulse items do not hinder travelers' ability to queue or purchase merchandise.
- ix. The Concession Facilities shall meet all the applicable standards for accessibility to disabled and handicapped customers specified in the ADA Act.
- x. Concessionaire and/or its Sub-tenants, its employees, or its agents shall not solicit business in any of the common areas, nor shall Concessionaire, its employees, or its agents distribute handbills or any other advertising material in common areas of the Terminal.
- xi. Tip jars and fundraising solicitations are not permitted in concession facilities.

2. Signage

- i. All store signage must conform to the design standards prescribed by MDAD.
- ii. All Concessionaires and/or their Sub-tenants must install one sign indicating the store's hours of operation that adheres to the Department's criteria.

- iii. The Location signage (Storefront) is prominently displayed, clear, concise, and complete, helping the guest properly understand and use the concession. The unit signage is clean, well lit, and built pursuant to the Signage specifications of the Retail Design Construction Guidelines.
- iv. Concessionaire and/or its Sub-tenants shall not affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material, or any other like items upon the glass panes or supports of the show windows, doors, exterior walls of the locations, or any place within the locations if intended to be seen from the exterior of the locations.
- v. All freestanding advertising and promotional signage shall be contained within the Concessionaire lease line throughout all hours of operation. Chalkboard signs are allowed, but otherwise handwritten signage is prohibited. Freestanding signs beyond the lease line are soft retailing and are prohibited in all Retail, Food and Beverage, and Service locations.
- vi. The Department reserves the right to request that the Concessionaire remove any inappropriate advertising or promotional signage. Alternatively, the airport shall remove the signage at the Concessionaire's expense.
- vii. Unit identification and promotional signs use words and symbols that assist international visitors. Signs should reflect sensitivity to these travelers. This can be accomplished by having separate signs in the foreign language or using widely accepted international words and symbols such as those used to direct passengers through the Department.

3. Pricing

- i. Employee Discounts: Concessionaires shall offer a 10% discount on all food and non-alcoholic beverages purchased by Airport employees and employees of airlines operating at the Airport who have been issued (and show at the time the discount is requested) appropriate identification badges. The discount shall be based on the Concessionaire's actual non-sale or non-promotional prices. No discount on food and non-alcoholic beverages with the manufacturer's pre-printed price shall be given.
- ii. Market Basket: The Concessionaire shall survey at least three (3) comparable retailers/restaurants (excluding stadiums, arenas, amusement, entertainment venues, and hotels) in the Greater Miami Area to determine the average price for a particular good or service. The Concessionaire's prices shall not exceed by more than fifteen (15%) of the Market Basket.
- iii. Street Pricing: The Concessionaire shall not charge more than the percentage stipulated in the Lease and concession Agreement or as directed by MDAD of Street Prices. The Concessionaire will be required to submit examples of pricing periodically, as indicated in the Lease Agreement. MDAD will monitor Concessionaire prices to ensure compliance.
 - a. Concessionaires must submit a detailed list of all services and items (and their corresponding prices) offered in their assigned premises.
 - b. Concessionaires are required to inform the airport and seek written approval from the Department before adding new items or increasing prices.
- iv. Menu and Product Offerings: MDAD and the Concessionaire agree to offer a set of approved products and services prior to the location's opening.
 - a. Any sales by the Concessionaire of services, products, or items not specifically approved in its Agreement shall constitute a default. In the event of such default, the Concessionaire will discontinue the sale or service of the unapproved product immediately upon written notice from the Department. Failure to discontinue such sales shall be grounds for termination of the Agreement.

- b. To request that an additional product be sold, the Concessionaire shall submit in writing for approval to the Airport Concession Business Development Division the request, including the product name and suggested price along with the required support for establishing the proposed price.

4. Routine Facility Maintenance

i. Cleanliness

- a. At its cost and expense, the Concessionaire shall always keep the Location clean, neat, orderly, sanitary, and presentable.
- b. Entrances shall be clean, free from debris, free from obstruction, and well-lit.
- c. Floor surfaces shall be clean, free of excess stock, and in good repair.
- d. Walls, ceilings, glass surfaces, and fixtures (vents, lights, etc.) shall be clean, free of debris and hazardous conditions, and not visibly worn. All wall, ceiling, and glass surfaces and wall hangings shall be clean and free of soil and debris.
- e. All designated premises occupied by Concessionaires shall always be free from all rubbish, filth, and refuse.
- f. All garbage and refuse shall be kept in the appropriate containers to minimize the spillage of such garbage and refuse.
- g. Concessionaires shall develop a cleaning standard and schedule that encourages employees to clean during downtime.
- h. If the Location(s) are not kept clean as provided herein, the Concessionaire will be advised and shall take immediate corrective action. Failure to take immediate corrective action may result in Damages being assessed pursuant to Sub Article 23 [Damages] of the Lease.

ii. Pest Control

- a. All walls, floors, ceilings, equipment, and fixtures shall be properly cleaned and maintained. Pest control services shall be used at least monthly, and the Department's pest control provider may require cooperation.
- b. All walls, floors, ceilings, equipment, and fixtures shall be properly cleaned and maintained to eliminate the presence of rodents, flies, roaches, or other pests that cause health or safety hazards.
- c. A professional pest control service shall be employed to ensure that the Assigned Premises are maintained to prevent the harborage or feeding of insects or rodents. Supportive documents from the professional pest control service shall be available for review.

iii. Maintenance and Repair

Except for the Department's maintenance and repair obligations as set forth below in "**Terminal Maintenance and Operational Issues**", the Concessionaire shall maintain and repair or cause to be maintained and repaired the interiors and exterior storefronts of the Location. Such maintenance and repairs shall include, but not be limited to, painting ceiling, walls, floors, laminating doors, windows, equipment, furnishings, fixtures, appurtenances, replacement of ceiling light bulbs, ballast, and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition.

5. Management and Personnel

- i. General Manager (GM) or Assistant General Manager (AGM) onsite. The Concessionaire shall employ, at no cost to the Department, a full-time, dedicated, on-site General Manager experienced in management and supervision with sufficient authority and responsibility to administer and manage the concession program under this Agreement. The General Manager (or his/her authorized representative) shall be immediately available whenever any of the locations are open, the base of operations of the General Manager shall be at the Airport, and the General Manager shall spend substantially all their working hours at the Airport. In those cases where the General Manager is scheduled to be absent from the post for more than forty-eight (48) consecutive hours, a substitute or Assistant General Manager shall be appointed from the existing staff, and the Department notified in writing.
- ii. 24 Hour Contact. The Concessionaire shall provide contact information for personnel who may be reached during emergencies.
- iii. Personnel. During the term of this Agreement, the Concessionaire shall maintain a full-time professional staff of sufficient size, expertise, and experience to manage the operations and serve as a liaison with the Department.
- iv. Customer Service. Each staff member shall be familiar with the Concessionaire's and MDAD's customer service policies and able to access a written copy of the relevant policy for the customer. Staff shall be able to readily apply the policy to the situation before them. They shall have the comprehension and the authority to complete the transaction.

6. Point of Sale

- i. Receipt. The register receipt given with the purchase includes individual prices for each item, sales tax, and a total sales price.
- ii. Credit Cards. The unit accepts all major credit cards as a means of payment.
- iii. Change. The Concessionaire and/or its Sub-tenants shall always be required to change any bill in denomination of twenty dollars (\$20.00) U.S. or less when requested by any Airport user without charge and without the need to procure a sale.

7. Required Monthly Meetings

The Concessionaire shall meet with the department no less than monthly and regularly to discuss matters relating to its Agreement. In addition, at the Department's request, the Concessionaire shall attend other meetings with the County, airlines, and any other parties designated by the Department.

Concessionaires are also required to participate in such safety, security, and other training and instructional programs as the Department or appropriate Federal agencies may require from time to time.

8. Safety and Security

The Concessionaire acknowledges and accepts full responsibility for the security and protection of the locations, any improvements thereon, its equipment and property on the Airport, and control of access to the Air Operations Area ("AOA") through the locations by persons and vehicles. The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for the protection of said locations, equipment and property and access to the AOA through the locations shall be the sole responsibility of the Concessionaire and shall involve no cost to the County.

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

A. Food & Beverage Concessions

This section provides an overview of the operating standards of Food & Beverage Concessions.

1. Premises

- i. The cash register counter, food preparation, service area counters, and all other counter and dining areas shall be clean, orderly, and well-lit.
- ii. If necessary, pre-approved Department stanchions shall be used to curtail queuing in common areas.
- iii. Customer lines shall be prevented from encroaching upon common areas using stanchions if necessary.

2. Menus

- i. Menu boards shall be visible from all points in the unit.
- ii. Menus shall be presented to the customer at the beginning of a queue or line to encourage selection prior to ordering and promote speed of service. In addition, the menu items shall be named and described in a manner that provides the customer with a clear idea of the choice being offered.
- iii. Printed materials shall not be soiled or damaged in any way.
- iv. All promotional and information signs within the unit shall provide reliable descriptions of the food and beverage selections.
- v. In no case shall any of the information be misleading, either through omission of essential information or through implying certain product or price features. Unit signage provides an essential guide for customers, facilitating their dining and specific menu choices.
- vi. All items promoted on signs within the unit shall be available. If certain food and/or beverage items are no longer available, they shall be removed.

3. Equipment

- i. Equipment used in the food and beverage unit is clean, operable, and not visibly worn. All equipment, whether used for food preparation or food service, shall present a spotless image to the customer.
- ii. All equipment operated by the unit shall be cleaned and maintained on a regular schedule to ensure that only top-quality and safe food products are served from the unit.
- iii. Concessionaire must comply with all Federal/State and local Health codes relating to equipment cleanliness and maintenance.
- iv. To prevent safety or health hazards, all unused, unnecessary, or abandoned equipment must be removed from the unit and the Department.

4. Product

- i. Food Safety. Concessionaires must comply with all health and sanitary regulations adopted by the Miami-Dade Aviation Department, the City of Miami, Miami-Dade County, the State of Florida, and any other governmental authority with jurisdiction. The concessionaire will grant access for inspection purposes to any duly authorized representatives of all such governing bodies and will provide documentation to the Authority as outlined in Section VI. Compliance, Subsection B.
- ii. Menus and Offerings. A current menu is available at the entrance of the unit; it is prominently displayed, well-lit, and easily readable. It is very important that patrons can check the menu selection and the prices prior to entering the restaurant. The menu shall include at least one children's plate, which will be offered at a lower price.

- iii. Presentation. Menu items shall be visually appealing, adhere to the menu description, portion size and include all ingredients listed on the menu.
- iv. Grab & Go. Express meals shall be available for passengers who do not have time for the meal to be prepared and packaged. For the customer's convenience, the facility shall offer an effective "To Go" packaging program to allow customers to carry their meals onto the airplanes, except for alcohol, which is prohibited. Grab-n-Go locations cannot sell glass bottled beverages/products to the public. Grab n Go may pour the contents into a plastic container for the customer.
- v. Dietary Requirements. Menus shall provide options for travelers to meet dietary needs and restrictions, such as food allergies, intolerances, and preferences.

B. Retail Concessions & Services

This section provides an overview of the operating standards for Retail Concessions.

1. Premises/Fixtures

- i. Any equipment, furnishings, fixtures, and signs installed in the Location by the Concessionaire shall be in keeping with the decor of the terminal building. The department shall approve them in advance.
- ii. All store fixtures, displays, and merchandising furniture shall be kept in excellent condition and in good repair. This includes but is not limited to regular inspection for damage or wear and tear, prompt repair or replacement of damaged items, and maintaining cleanliness and organization of fixtures and displays

2. Digital Media

- i. The Concessionaire and/or its Subtenants are permitted to employ ambient music or video display audio within their Concession spaces, up to a maximum of 60dB.
- ii. All audio equipment shall be connected to an emergency voice paging system so Concessionaire audio systems may be overridden when necessary.
- iii. All Concessionaire-introduced audio sounds are subject to review by the Department for both volume and content. The Department reserves the right to require Concessionaires to remove audio components at the Concessionaire's sole expense.
- iv. Installation of video displays is subject to review by the Department. The Department reserves the right to require Concessionaires to relocate or redirect any video display at the Concessionaires' sole expense.

3. Merchandising Standards

- i. Concessionaires must develop and implement creative merchandising techniques to entice customers to purchase retail merchandise and other offerings.
- ii. Apparel and accessory merchandising shall be neatly folded or hung in appropriate locations.
- iii. Display and materials placement must comply with ADA standards and allow for ease of movement by customers with luggage.

4. Visible Pricing

- i. All products shall have a visible pricing label on the product or on a shelf or bracket price label holder.
- ii. Handwritten price labels are prohibited.

5. Prohibited Items/ Shipping Services

The Transportation Security Administration (TSA) has instituted a security measure that prevents certain items from entering the Airport's sterile areas or post-security checkpoints. The Department will provide a list of those items, which may change from time to time, to the Concessionaire as depicted on Exhibit J, "Prohibited Items List," and the Concessionaire will cause its Sub-tenants to receive and acknowledge receipt of said Exhibit J "Prohibited Items List." As a result of this restriction, the Concessionaire shall provide consumers shipping services and will cause its Sub-tenants to provide shipping services for those items listed on Exhibit J, "Prohibited Items List"

D. Marketing and Promotions

The Concessionaire shall be responsible for developing and implementing an internal marketing and promotions program for its Locations. The marketing plan shall be submitted to the Department on or before ninety (90) calendar days before the commencement of each lease year. It shall represent the upcoming fiscal year for the Department (October 1 – September 30). The Department reserves the right to request any further submission of plans at any time.

1. Promotional Events

- i. Concessionaires are encouraged to conduct promotional events. However, they are limited to conducting them within the lease premises unless otherwise approved in writing. The Airport Concession Business Development Division shall coordinate and approve promotional events.
- ii. Unless otherwise specified, clean-up activities associated with any promotion are the responsibility of the concessionaire organizing the promotion.
- iii. Application to conduct promotional activities in the Terminal shall be made in writing to Airport Concession Business Development.

2. Public Relations Opportunities

- i. MDAD recognizes concessionaires' desire to disseminate press releases for marketing and public relations purposes. MDAD must approve press releases regarding MDAD unit events, promotions, or news prior to sending them out.
- ii. MDAD will not copy edit the release but may make recommendations. This procedure is intended to keep the appropriate department aware of airport business activities, and coordination to ensure the varied business activities and public relations efforts are appropriately coordinated.
- iii. Concessionaires, their sub-tenants, and employees shall not speak to the press about any matters involving MIA, MDAD, airlines, or other tenants at the airport.

C. Terminal Maintenance

Maintenance Services

MDAD's Facilities Division's highest priority is the repair and upkeep of the airfield, passenger service, and common and public areas. While the concessionaire, as delineated in its lease, is responsible for maintaining its premises, MDAD can assist Concessionaires with other repairs and maintenance-related activities as much as manpower and work schedule allow. The Maintenance Department has established fees for these services, billed directly to the Concessionaire.

Maintenance Responsibilities

1. MDAD Responsibilities

MDAD Maintenance Division is responsible for the maintenance, repair, and upkeep of the following items found within the Concessionaire's premises:

- Exterior window cleaning on the airfield
- Emergency spotlights
- Grease line maintenance
- Daily compliance with the Sanitation Plan as approved by MDAD
- Broken lock or key in storefront rolling grill
- The electrical system supplied to the store (Concessionaire responsibility begins at the outlet)
- HVAC system

2. Concessionaire Responsibilities

Concessionaires are expected to maintain their premises in good repair and keep them clean and orderly.

- Concessionaires are responsible for any other upkeep and repair within their leasehold, including but not limited to windows, both inside and out; flooring; spotlights; display case and spot and window lighting; carpet; fixtures; and any equipment or custom-made features on the premise.
- Concessionaires shall also arrange for their own janitorial service.
- Concessionaires are also responsible for their own extermination, which must be coordinated with the Airport.

3. Contracting Maintenance Work

Concessionaires who desire maintenance work can do so by:

- Contracting with an outside vendor who can complete the desired maintenance and repair to the satisfaction of MDAD and the Concessionaire.
- Contracting with MDAD Facilities Division for those items outside MDAD's regular maintenance responsibilities.
- Construction work performed by the Tenant / Concessionaire must abide by the Tenant Airport Construction (TAC) process.

4. Contracting with Outside Vendor Services

Concessionaires may hire service providers such as housekeeping, extermination, or telecommunications without MDAD approval.

- i. However, a permit must be issued prior to any work. Concessionaires must contact Airport Concession Business Development to obtain the proper permit forms and approval to hire any contractor who may impact airport operations, such as electricians, phone repair technicians, plumbers, etc. Work that may trigger fire alarms (e.g., welding, dust) will require the coordination of the shutdown process through the assigned MDAD Property Manager.
- ii. The Vendor must meet or exceed the original materials and workmanship and conform to any federal, state, or local regulations. All work shall be subject to inspection by MDAD.

- iii. Vendors performing services to Concessionaires are required to obtain a permit pursuant to Miami-Dade County Administrative Code 8-5 and the Miami-Dade Aviation Department (MDAD) Operational Directive 99-01. Please have your vendor contact the MDAD Airport Concession Business Development Division, Permits Section, at 305-869-4683 for additional information.

5. Contracting with Airport Facilities

- i. Contact the MDAD Facilities (305-876-7311) to request a work order. Requests made 24 hours in advance of need are appreciated. For non-emergency requests, allow a maximum turn-around time of two weeks. Concessions contracting with the Maintenance Department will be billed hourly for manpower, fringes, and the cost of materials/supplies.
- ii. When requesting maintenance services, Concessionaires shall identify the item in need of attention and the time frame for completion. Depending on the department's manpower level and workload, efforts will be made to meet the request in a timely manner. Concessionaires shall limit their requests to the Maintenance Division for maintenance and repair only, not for making improvements or involving new construction.

1. Emergency Maintenance

The MDAD Maintenance Division will respond to emergencies as a priority. The Concessionaire shall make clear in its request to the dispatch that an emergency exists for immediate attention. Examples of emergency maintenance requests are broken water pipes or any other uncontrollable leakage, broken display window glass, and an inoperable entry gate.

D. Waste Management

1. Terminal Refuse Disposal

All concessions are required to handle, recycle, or dispose of garbage, papers, refuse, or other material at the Airport in the receptacles provided for that specific type of recyclable or non-recyclable waste. MDAD is not responsible for concessions refuse. MDAD is responsible for the refuse disposal contract for hauling solid waste and recyclables from the terminal building. Concessionaires' employees shall dump garbage inside garbage bins and compact the load as much as possible. In the event the bins are full, please contact MDAD Concessions immediately. Under no circumstances shall bags or other garbage be tossed outside the bins.

Concessionaires shall cover trash containers in all areas. Concessionaires are not permitted to use a vehicle for hauling trash, dirt, or any other materials at the Airport unless the vehicle is constructed to prevent the contents from escaping.

Within the Concessionaire's premises, the Concessionaire shall provide suitable waste receptacles for oily waste, rags, and other rubbish and trash. All waste is to be removed daily.

2. AOA (Ramp) Refuse Disposal

Domestic Waste is to be discarded into the **YELLOW** domestic compactors located at various sites on the AOA (D-11, D-21, D 31, D-47, G-1).



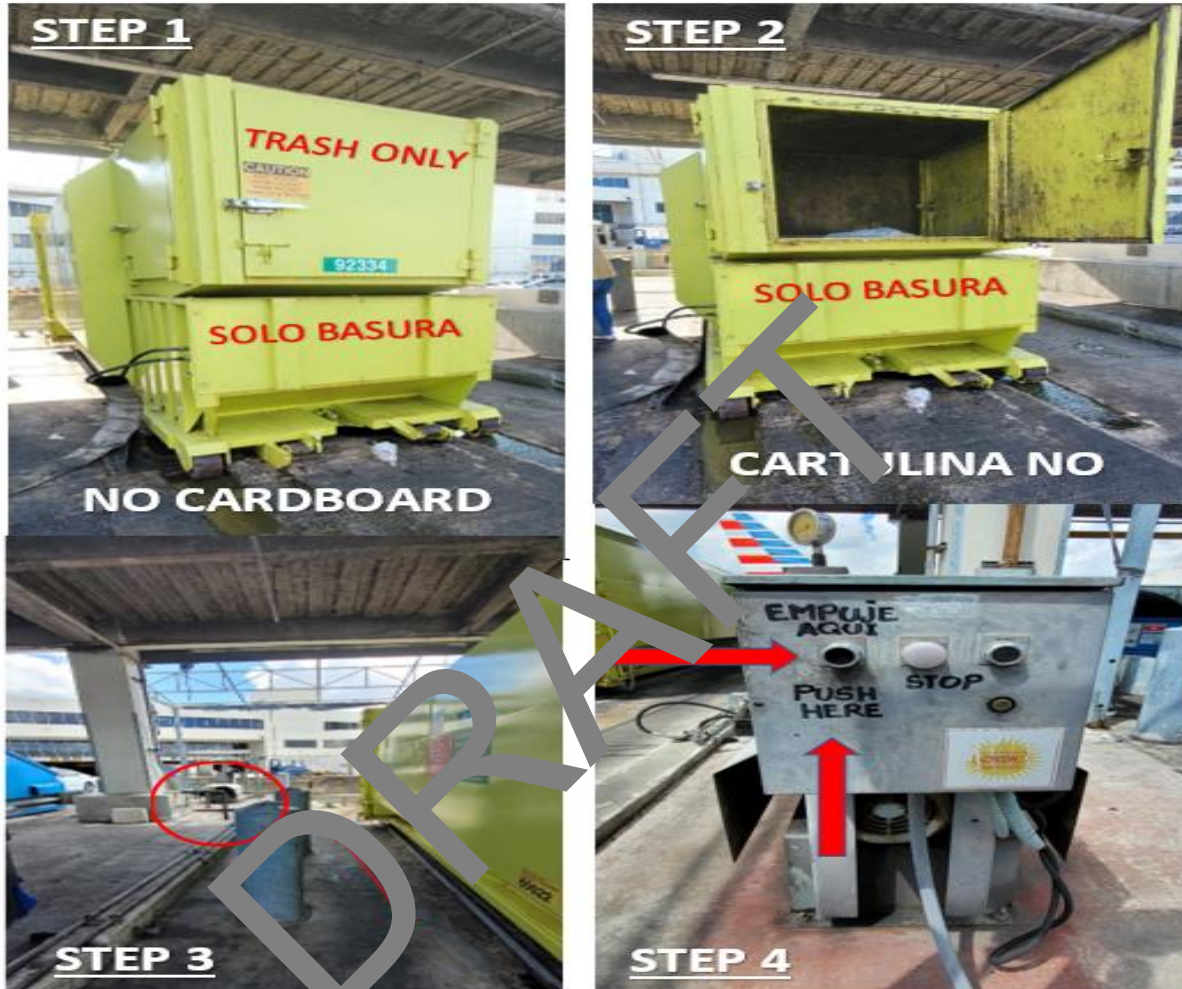
International Waste refers to the waste removed from aircrafts, including items that are forfeited or voluntarily surrendered by international travelers *outside of the U.S.* International waste falls under two jurisdictions: The U.S. Department of Agriculture (**USDA**) and U.S. Customs and Border Protection (**CBP**), which are responsible for preventing the spread of agricultural pests and disease into the U.S. **Concessionaires are not allowed to discard in these bins.**



Trash Compactor Procedures



TRASH COMPACTOR PROCEDURES



3. Designated Disposal Site

MDAD maintains a solid waste and disposal unit that provides trash compactors and recycling bins at designated sites in the Terminal building. Refuse from store operations, deliveries, and storage areas shall be contained in this area. No other areas shall be used. All such areas shall always be kept clean and sanitary.

Temporary storage or disposal of refuse in places other than the designated solid waste and recycling bins is prohibited. Dumping boxes or other materials, particularly in or near storage rooms and access hallways, is considered a fire and safety infraction.

In the event of trash, grease, or any material spilling onto the pavement that may be unsightly, detrimental, or a safety hazard, the Concessionaire is responsible for cleaning up.

4. Sanitation Plan (Food & Beverage Concessionaires)

The Concessionaire will be required to provide MDAD concessions with a Sanitation Plan on an annual basis. Please refer to Operational Directive 021-01.

5. Grease Traps and Grease Line Maintenance

The concessionaire is responsible for regularly maintaining their grease traps and respective lines. The Department will assess penalties if conditions are not met, ultimately resulting in removing the containers from the Tarmac. Concessionaires are required to follow the guidelines below:

- Concessionaires must clean the grease traps and cooking oil bins every two (2) weeks. Cleanup shall be power-washed with an eco-friendly degreaser with slip-resistant features. Cleaning must be performed in a controlled manner to avoid runoff into the ramp area and further increase a hazardous condition for ramp employees.
- Cooking oil bins must be secured with a padlock, and the bin must be properly identified/labeled with the concessionaire's name and contact information. Concessionaires that have recycled oil bins on the ramp area must install a rubber or polyurethane oil retaining pad (retainer around the bin) under the bin to prevent leaks or spills from runoff into the ramp area. Cooking oil bins must be secured with a padlock, and the bin must be properly identified/labeled with the concessionaire's name and contact information.
- Lines shall be jetted periodically quarterly.
- Install spill blocker dike or containment berm around existing active grease traps and cooking oil bins
- Keep stock of oil-absorbing granules to mitigate large spills.

E. Sustainability

1. **RECYCLABLE MATERIALS** at airports include but are not limited to aluminum and steel, glass bottles and containers, plastic bottles and containers, packaging, bags, paper products, and flattened cardboard boxes
2. Recyclable materials are to be thrown away into the GREEN recycling dumpsters with YELLOW lids located at all the compactor sites and other locations throughout MIA

STEPS for disposing RECYCLABLE MATERIALS on the AOA are as follows:

- Once you have located the GREEN recycling dumpster, please make sure all cardboard boxes are **broken down and flattened**.



- **Pallets – Concessionaires / Tenants are required to coordinate the removal of all pallets immediately from Airport grounds upon completion of deliveries.** Pallets/skids that are damaged or not maintained properly may be hazardous as pieces can break off and result in FOD (Foreign Object Debris). Empty pallets/skids should not be stood on their ends within airside as they can be blown around and result in damage to aircraft and/or injury to employees operating on the AOA (Ramp Area). **Failure to abide shall result in fines and/or liquidated damages.**
- **Illegal Dumping** – Tenant employees that illegally dump refuse or debris outside the designated areas (this includes illegally leaving refuse outside the respective bins on the ramp) will be fined and/or have their ID badges confiscated.

F. Delivery Procedures

1. Delivery Hours

Airport Concessionaires may receive products, supplies, etc., in accordance with the Elevator Schedule below. MDAD reserves the right to schedule deliveries or institute a common warehouse system with a common logistics fee to support it if necessary.

VENDOR ELEVATOR DELIVERY SCHEDULE			
LOCATION	HOURS	DAYS	NOTES
North Loading Dock	04:00 - 12:00	7 Days	
Elevator D-15	05:00 - 13:00	Monday-Saturday	18 Wheel Semi-trailers Only*
Elevator D-37	07:00 - 18:00	7 Days	
Elevator D-46	04:00 - 12:00	7 Days	
Elevator E-05	05:00 - 12:00	7 Days	
Elevator E-21	06:00 - 15:00	7 Days	If Out of Order/Service rerouted to E20 or E31
Elevator F11	04:00 - 12:00	7 Days	
Elevator G-09	06:00 - 12:00	7 Days	
Elevator H-6	06:00 - 12:00	7 Days	
J South Loading Dock	04:30 - 20:00	7 Days	
* CISCO; FESHPOT; US FOOD, PEPSI, COCA-COLA, GOLF CART, AREAS USA, CHENY BROTHER, GORDAN FOOD;			

2. Deliveries Terminal Curbside

- Delivery hours are to be coordinated in Exhibit B (attached)*
- Landside staff will determine drop-off locations to minimize disruption to traffic.
- All vehicles must be attended. This is a Transportation Security Administration (TSA) mandate.
- Drivers must be able to provide proper identification and manifest of deliveries.
- Vehicles are subject to search.
- Location and delivery times may change due to security or operational requirements.

Please refer to Exhibit B Security Notice 17-08 (Maps Curbside Deliveries & Commercial Vehicle Use)

i. Vehicle Identification for Delivery Zones

All vehicles utilizing the loading and delivery zones in front of the terminal, as described above, must be adequately marked with the company name and/or logo on both sides of the vehicle.

Painted, exterior magnetic, or interior static cling plastic signs attached to the side windows are acceptable.

Signs shall look professional with minimum dimensions of 8 1/2" by 11".

ii. Delivery Zone Parking Restrictions (Time)

Use of loading and delivery zones is restricted to thirty (30) minutes. If a vendor anticipates that they will be actively loading or unloading for more than 30 minutes, they must notify Landside Operations at 305-876-7441.

3. Delivery through Terminal Building

Efforts shall be made to avoid using public areas of the terminal for large-quantity deliveries during peak hours. If supplies must be transferred through the public portions of the terminal, these pickups/deliveries shall be scheduled during non-peak aircraft arrival and departure times.

Common carriers such as Federal Express, UPS or Airborne Express are authorized to bring shipments directly to the units or storage area.

All Concessionaire delivery carts, utility carts, and trash collection dumpsters are asked to adhere to the following specifications to avoid damage to the Airport:

- Revolving rubber non-marking wheels and corner bumpers on platforms or the base of carts
- Full encircling rubber bumpers around the lower platform base
- Handles, bag holders, or other portion carts that can cause damage are to be protected with 3" revolving, rubber, non-marking bumpers.
- The base of all carts is to be made of tubular construction
- 8" x 1.75" Semi-Pneumatic ball bearing wheels are to be used.

Concessionaires found using non-compliant delivery equipment may be barred from future deliveries until the equipment has been modified or replaced.

4. Airside Deliveries

All Concessionaires are bound by MDAD's rules for operating motor vehicles on the airport's Airside Operation Areas (AOA). The requirements below summarize those rules that are typically applicable to the Concessionaire but are in no way representative of all airport rules.

Concessionaires requiring AOA deliveries must come in person to the Airside Operations office during normal business hours from 0800 to 1600, a minimum of one business day (24 hours) prior to the delivery date. You must provide the requesting company's name, MDAD ID number, contact phone number, name of the company making the delivery, AOA entry point, and delivery destination. Concessionaires must call the on-duty Senior Agent for deliveries after hours at 305-588-7094. Once the delivery company is escorted to the delivery site, the Concessionaire must continuously escort delivery personnel while in the Security Display Area (SIDA).

5. Deliveries by Construction Contractors

Construction contractors must physically report to the Airside Operations Office, located at E-20 Ground Floor, a minimum of one business day before the delivery date and submit for approval the Construction Delivery Notification Form. Once the delivery is escorted to the construction site, the contractor is required to provide a continuous escort of delivery personnel while in the SIDA area.

Delivery vehicles arriving at an MDAD Access Gate without MDAD-approved advance notification will be denied access.

6. Motor Vehicles

No motor vehicle shall be operated at the Airport except on roadways or areas designated for such purposes.

Motor vehicles and equipment operating in the Aircraft Operation Area (AOA) must have an official motor vehicle identification permit issued pursuant to the Aviation Department's operational directives. In addition, company identification must be conspicuously displayed on motor vehicles and equipment.

Except as otherwise stated in this handbook or other rules and regulations provided to the Concessionaire, the laws of the State of Florida regarding the operation of motor vehicles, including traffic regulation, are also made applicable to the operation of motor vehicles at the Airport.

7. AOA - Driver Training

Before any employee is permitted to operate a motor vehicle of any kind or type on the AOA, such employee must attend and successfully complete the AOA Driver Training Course conducted from time to time by the Aviation Department. The Department may withdraw a person's privilege to operate a motor vehicle on the AOA for violating AOA driving rules. The Concessionaire shall be responsible for ensuring that all such vehicle operators possess current, valid, appropriate Florida driver's licenses.

G. Terminal Construction

1. Right to Develop Airport

Construction and alteration of the terminal building, concourses, and roadways are ongoing to meet the demands of the traveling public. MDAD reserves the right to develop or improve the airport as it sees fit.

2. Inconveniences during Construction

- i. During airport construction, remodeling, expansion, relocation, maintenance, and repair, concessionaires may expect some inconveniences, including, but not limited to, noise, dust, vibration, and changes in access. MDAD will take the necessary actions to ensure concession staff and merchandise safety and protection as soon as possible.
- ii. Should Concessionaires experience extraordinary, unworkable conditions related to construction, they should contact Airport Concession Business Development immediately. Airport Concession Business Development will assist the Concessionaire in its attempt to remedy the situation or minimize the construction impact on the concession.

H. Liquidated Damages

The Department may impose liquidated damages as specified in the lease and concession agreement.

SAFETY & SECURITY

A. Airport Police

The Miami-Dade County Police Department, located on site, is responsible for the airport's overall safety and security and is recognized by the State of Florida as officers of the law with jurisdiction over airport activities.

1. Criminal or Suspicious Activity

Concessionaires and their staff shall use the following resources if they see or suspect illegal activity.

Concessionaires can call the Police Department at 305-876-7373 to report a crime in progress or other suspicious activity.

B. Concessions Security

1. Employee/Contractor Strike Activities

In the event that a Concessionaire anticipates a labor strike by its employees or of companies that service the Concessionaire, the Director of Landside Operations must be contacted for specific guidelines for governing strike activities at MIA.

2. Store Security

The Miami-Dade County Police Department, MDAD Security, and TSA routinely patrol the terminal building and individual concessions. When businesses are closed, all gates/doors providing access to the concession/store must be locked and secured. Airport Concessions Business Development staff meets with concession managers, store owners, and staff monthly to discuss current problems. This meeting shall be used to communicate ideas and methods of improving security. Store managers with questions or concerns may contact Airport Concessions Business Development.

3. Security Plan

The Concessionaire must submit a detailed security plan to MDAD Security for approval prior to commencing operations. The Plan must include emergency contact information for key operational employees, compliance with TSA-prohibited items (e.g., sharp objects, unsecured kitchen doors, etc.), and a process for securing gates and the location in general.

4. Tenant Emergency Contact Information

The Concessionaire is responsible for providing and regularly updating their emergency contacts on file with MDAD Concessions Business Development.

5. Sharp Objects

Sharp objects such as knives and other sharp tools must be kept in a locked, secure compartment, and a full inventory of these items must be logged and accounted for daily. If an item is missing, All Concessionaires must report immediately to MDAD Security at 305-876-0385 any missing items from their inventory. Furthermore, all Concessionaires must comply with all mandated TSA Prohibited Items. Failure to comply may result in a civil or criminal penalty assessed by the TSA. Please refer to Exhibit A and Exhibit C of this Tenant Handbook.

6. Backhouse Entry

All doors leading into kitchens, commissaries, warehouses, and storage must remain secure.

7. Glass Containers

The sale of glass bottles or other glass containers is not allowed. The product may be served to the customer in a plastic container before leaving the premises.

8. TSA Prohibited Items List

The sale of prohibited items, as listed in the TSA Prohibited Items List or as amended, is strictly prohibited (What Can I Bring? A-Z List | Transportation Security Administration (tsa.gov). Failure to comply may result in a civil or criminal penalty assessed by the TSA.

9. Prosecution of Shoplifters

To maintain a high level of security at the airport, Concessionaires are strongly encouraged to prosecute shoplifters and staff caught stealing by attending court sessions. If a Concessionaire catches a shoplifter or observes a theft, immediately call 305-876-7373. Attending court sessions is critical to curbing this activity.

10. Reporting Incidents

Badged staff function as a second set of eyes and ears for Airport Security and the Miami-Dade County Police Department. If you witness a crime or suspicious activity, please call the Police Department at 305-876-7373.

11. Loitering

If the Concessionaire notices a problem with airport staff or other people unknown to the Concessionaire, please call the Police Department at 305-876-7373.

C. Emergencies

The Operations Control Room (OCR) has emergency communication and dispatch functions for the airport's police, fire, airport operations, and maintenance departments. For protective and emergency services, call:

Police Emergency: 305-876-7373

Fire/Medical Emergency: 305-876-7070

Operations: 305-876-0123

1. Medical

MDAD Fire Department's fully trained and equipped Emergency Medical Technicians (EMTS) are on duty twenty-four (24) hours daily to handle all medical emergencies, regardless of severity. For Fire and Medical emergencies, call 305-876-7070. Patients requiring hospitalization will be transported to the nearest hospital.

2. Fire

In case of fire, Concessionaires are asked to familiarize themselves with and instruct new staff in the following procedure.

- i. Evacuate the area.
- ii. Call for Fire or Medical assistance at 305-876-7070.
- iii. Attempt to fight the fire with a portable fire extinguisher ONLY if:
 - a. You have been trained in the use of a fire extinguisher.
 - b. the Fire Department has already been notified, or
 - c. You can do so without exposing yourself to injury or the possibility of becoming trapped by the fire.

D. Fire Inspections

The Fire Department conducts regular inspections of Concessionaire and concession premises, including storage areas, the main terminal, all concourses, and all MDAD-owned buildings, to prevent fires and ensure compliance with fire safety practices.

An inspection report containing information relating to non-compliance issues and/or recommendations by the inspector will be issued, with a re-inspection date to ensure that the required corrections have been completed.

1. Fire Safety Compliance

The Fire Department will work with Concessionaires to ensure compliance with fire safety practices and codes. Through lease provisions, more rigorous regulations may be set for specific Concessionaires. Fines for non-compliance with inspections could occur.

2. Suspected Fire Code Violations

If the Concessionaire suspects a fire code problem or concerns fire safety, questions can be directed at the time of inspection or by calling the Fire Department.

E. Other Reporting Concerns

It is in the best interest of all airport staff to ensure that MIA is a safe workplace and place to visit. All staff are required, therefore, to assist the DOA with safety by being proactive in reporting any incidents that might threaten the safety of MIA's staff or visitors. This may include the following:

- Spills (including ramp area)
- Ceiling/roof leaks
- Roadway potholes
- Non-functioning elevators/escators
- Buckled carpeting/flooring concerns
- Bare electrical wires
- Pests and birds in the terminal
- Unsafe construction activity

Call the Operations Control Room (OCR) at 305-876-0385 to report these problems.

F. After Hours Activity

Concessionaires shall notify Operations Control Room (OCR) at 305-876-0385, when Staff will be working in the store/office after normal operating hours. Some activities may need to be approved by MDAD, Security and/ or the airlines. Advance calls will prevent confusion.

G. Access to Premises

1. Keys and Locks Policy

MDAD controls all keying and re-keying of MDAD facilities, excluding Concessionaire Leasehold areas. MDAD hires a licensed and bonded locksmith to do keying and lock repair through a work order request.

2. Grand Master Key Policy

The Grand Master (a key that will open all airport locks) is kept by 1) police under "break" glass, 2) each shift commander of the fire department, and 3) the licensed and bonded MDAD locksmith.

No access will be granted using the Grand Master key except under the following conditions:

- Fire or fire emergency within the locked area (this does not include access for fire inspections, testing, or other regulatory activity).
- Life-threatening policy emergency or active pursuit of a known suspect.
- Maintenance, when actively working on an authorized lock request and
- Other emergency conditions are as authorized by the Airport Director.

H. Locked Out Procedure

In the event a concession employee is "locked out," "locked in," "forgotten keys," or "lost keys," or is not involved in any of the emergency events listed above, the Grand Master key will not be used to gain access to the premises. A new key must be authorized to cover this situation. Only an authorized representative of the concession can request additional keys to access the premises.

NOTE: Requests shall not be forwarded to the Police to unlock Concessionaire space in the case of "forgotten keys" or "locked out" events.

Exhibit 3 - MDAD Operation Directive No. 16-04



Miami Dade Aviation Department
P.O. Box 025504
Miami, Fl. 33102-5504
<http://www.miami-airport.com>

OPERATIONAL DIRECTIVE NO. 16-04

Last Amended: **November 9, 2016**

Effective: **3/6/2020**

SUBJECT: Polystyrene (Styrofoam) Ban at Miami International Airport

PURPOSE: The Miami-Dade Aviation Department, in coordination with Miami-Dade County, supports environmentally sustainable business practices in all aspects of its operations, whenever feasible. The intent of this policy is to reduce the Department's contribution of harmful polystyrene waste by banning the use of polystyrene products (Styrofoam) and petroleum-based materials by airport concessionaires, subtenants, certain business partners and its management agreement operators at Miami International Airport (MIA). Further, the ban extends to the Miami-Dade Aviation Department, through its employees, by no longer purchasing products containing polystyrene (Styrofoam) and petroleum-based materials for Departmental use.

I. AUTHORITY:

- A. Operational Directive No. 99-01, Aviation Department Written Directive System.
- B. Operational Directive No. 99-2, Aviation Department Operational Directives
- C. Chapter 25-1.2 - Miami-Dade County Code, Chapter 25 Miami-Dade Aviation Department Rules and Regulations

II. DEFINITIONS:

- A. *Airline* – An air carrier having a FAA Operating Certificate or a Foreign Operating Certificate, and a current, valid United States Department of Transportation 402 certificate, engaging in transiting passengers or cargo to or from Miami International Airport via aircraft.
- B. *Certain Business Partners* – Relates to Airlines (i.e. Business Partners) leasing and operating an Airline Lounge.
- C. *Airline Lounge* – An area leased and operated by an Airline that is made accessible to certain passengers of that Airline on grounds determined by that Airline, or made accessible via membership in certain organizations, or made available via payment of a fee, and at which food and beverages are either sold or provided on a complimentary basis.

Exhibit 2 - MDAD Operation Directive No. 16-04

Departmental Operational Directive

OD No: 16-04 – Polystyrene Ban at MIA

Effective: 3/6/2020

- D. Concessionaires* – shall mean any individual, firm, corporation, partnership, joint venture, or other entity who provides food and beverages, or goods and services, for sale to passengers or employees at Miami International Airport under authority or a permit, management agreement, lease, or lease and concession agreement. Inclusive to this definition are subtenants and affiliated entities to the concessionaire.
- E. Management Agreement Operators* – shall mean third party providers that Miami-Dade Aviation Department enters into management agreements to provide services at various facilities. The facilities are owned by the Miami-Dade Aviation Department and the expenditures are paid by the Department.
- F. Polystyrene* – is a petroleum-based plastic made from the styrene monomer. It is also known as Styrofoam®. It is typically used for disposable food ware (cups, cutlery, plates, and clamshell containers, etc.) and for packaging to protect goods in shipment.
- G. Styrofoam* – shall include all types of polystyrene foams, including but not limited to Expanded Polystyrene Foam (EPS), solid polystyrene, and Styrofoam™.

III. POLICY:

It is the Aviation Department's policy to incorporate environmental practices that protect the environment and natural resources by banning the use of non-biodegradable polystyrene products.

IV. PROCEDURES:

- A. Concessionaires, subtenants, certain business partners, and management agreement operators shall not provide containers, (including but not limited to shopping bags, trash bags, take-out bags, clamshells, or other methods of securing foods, beverage, or goods) or utensils, cups, straws, or plates which are made of Styrofoam or which are made of petroleum based plastic.
1. In lieu of the above prohibited materials, concessionaires, subtenants, certain business partners and management agreement operators shall provide containers, utensils, cups, and plates (as appropriate given the scope of each operation) made from high recycled content paper or bio-based, biodegradable plastic packaging as certified by the Biodegradable Products Institute (BPI).
- B. Concessionaires, subtenants, certain business partners and management agreement operators shall, to the maximum extent feasible, use cleaning products

Exhibit 2 - MDAD Operation Directive No. 16-04

Departmental Operational Directive

OD No: 16-04 – Polystyrene Ban at MIA

Effective: 3/6/2020

and soaps which are listed on the United States General Services Administration "Environmental Products List" as referenced:

(https://www.gsaadvantage.gov/advgsa/advantage/main/start_page.do.)

- C. All concessionaires, subtenants, certain business partners and management agreement operators shall submit to the Airport Concessions Business Development Division the Polystyrene Ban Affidavit (Exhibit I) affirming compliance with this Operational Directive. Those concessionaires, subtenants, certain business partners and management agreement operators entering into newer leases and or agreements, will affirm compliance to this directive upon execution of the new agreements which must contain language referencing the polystyrene ban and therefore the Affidavit will not be required.
- D. Concessionaires, subtenants, certain business partners and management agreement operators who are not yet in compliance with this Operational Directive have ninety (90) days to become compliant from the date established by the Airport Concessions Business Development Division management. The actions planned or taken to become compliant shall be stated on the Polystyrene Ban Affidavit (Exhibit I) and will include the identification of those products that are made of polystyrene or petroleum-based plastic and continue to be in use.
- E. The Miami-Dade Aviation Department through its employees, shall not purchase Styrofoam commodities or other petroleum-based products for Departmental use.
- F. Nothing in this Operational Directive shall be construed as preventing an Airline operating at MIA the use of Styrofoam or petroleum-based products onboard an airline departing from or arriving at MIA. However, any Airline operating an Airline Lounge within the MIA Terminal shall comply with this Operational Directive solely with respect to operations within the leased premises being operated as an Airline Lounge.
- G. Failure to comply with this directive could result in a monetary fine under Chapter 25, MDAD Rules and Regulations.

V. AMENDMENTS:

The Department reserves the right to amend this operating policy at any time based on current law, Miami-Dade County policies and operating needs.

VI. REVOCATION:

Revocations and removal of established Department policies requires written justification by requesting division management for review and concurrence by the Department's Professional Compliance Division. Upon written concurrence, the revocation request will

Exhibit 2 - MDAD Operation Directive No. 16-04

Departmental Operational Directive

OD No: 16-04 – Polystyrene Ban at MIA

Effective: 3/6/2020

be submitted, by Professional Compliance, for approval by the Aviation Director. Should the written directive be an Operational Directive, the authorized revocation justification will be sent to the Clerk of the Board for filing with the original Operational Directive under revocation. All approved revocation justification memoranda shall be posted to the Department's Written Directives Log to identify why the directive has been revoked to maintain ongoing operational accountability.

VII. SEVERABILITY:

If any court of competent jurisdiction determines that any provision in this policy is illegal or void, that provision shall be nullified, and the remainder of this policy shall continue in full force and effect. If such court rules that any charge, fee, or security deposit requirement is illegal or void, the Aviation Director is authorized and directed to impose a charge, fee, or security deposit requirement that complies with the court order or applicable provisions of law, which shall become effective on the date of imposition and shall continue until modified by the Miami-Dade County Board of County Commissioners.

VIII. CROSS REFERENCES:

None

IX. EFFECTIVE DATE

This operational directive shall become effective 15 days subsequent to its filing with the Clerk of the Circuit Court as Clerk of the County Commission. This operational directive shall remain in effect until revoked or amended.

Approved By:


Lester Sola, Aviation Director

Date: 2.17.2020

Attachments:

Exhibit I - OD 16-04 Polystyrene Ban Affidavit

Exhibit 2 - MDAD Operation Directive No. 16-04



MIAMI-DADE AVIATION DEPARTMENT POLYSTYRENE PRODUCT BAN AFFIDAVIT

Exhibit 2

Name of the Entity: _____

Lease No. _____

Pursuant to the Miami-Dade Aviation Department (MDAD) **Operational Directive No. 16-04**, Concessionaires, subtenants, certain business partners, and management agreement operators are not allowed to provide containers (including but not limited to shopping bags, trash bags, take-out bags, clamshells, or other methods of securing foods, beverage, utensils, cups, straws, or plates which are made of Styrofoam or which are made of petroleum based plastic.

Please certify below your current operational status with, regard to Operational Directive 16-04:

- ☐ Is in full compliance of Operational Directive No. 16-04
- ☐ Is currently in the process of complying with Operational Directive No. 16-04

[If in process, list non-compliant items and state planned actions to become compliant to OD 16-04.]

Attach additional documents as necessary

(Signature of Authorized Representative)

(Print Name of Authorized Representative)

Title _____

Date _____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20____

by _____ He or she is personally known to me ☐ or has produced I.D. ☐

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

EVN0002968 Passenger Lounges at MIA

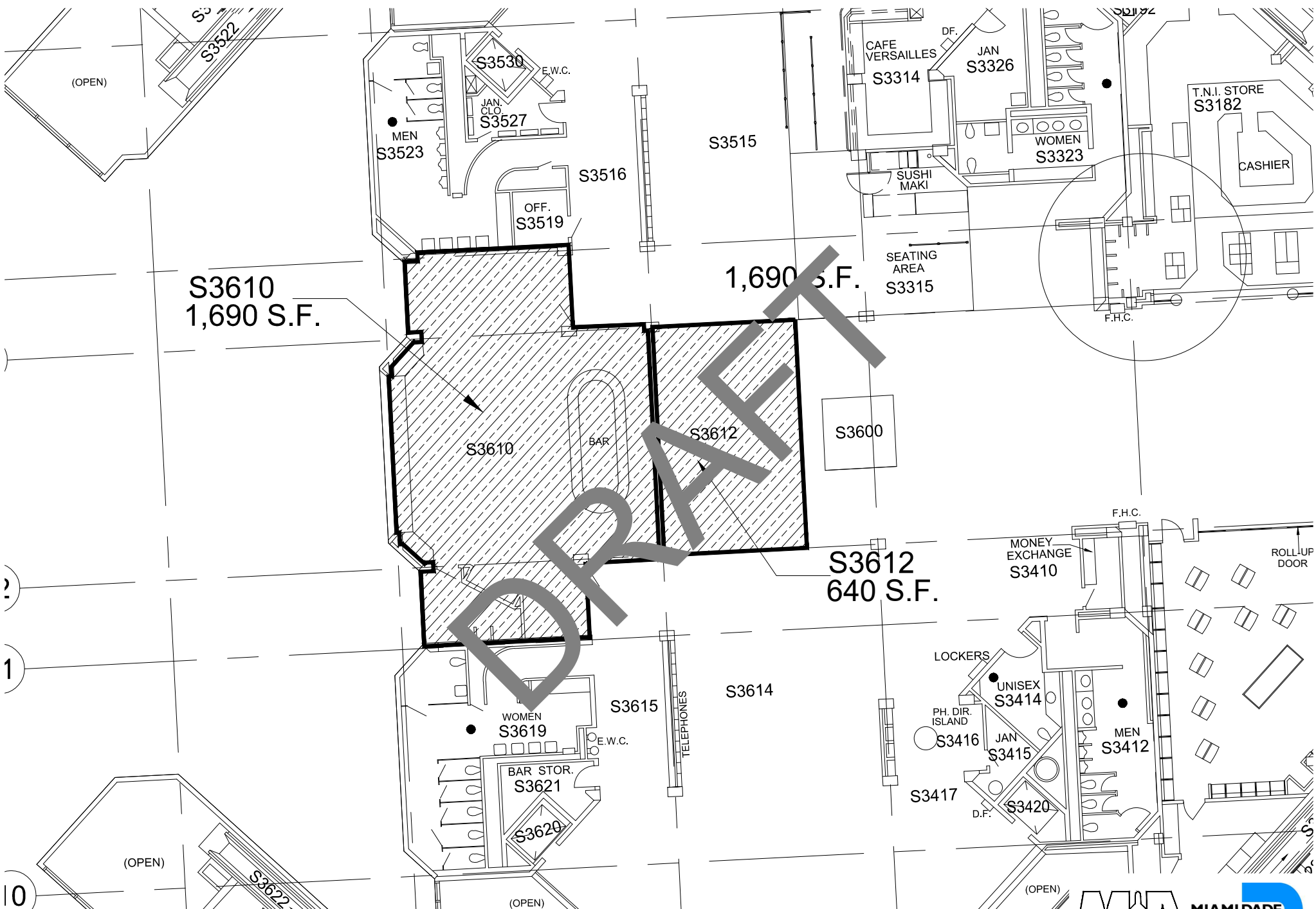
EXHIBITS to the Draft Form of Agreement

DRAFT

Exhibit 1A

Location

DRAFT



Note: Calculations for Sq. Ft. are taken from the center line of the walls.

EXHIBIT B

Scope of Work
(to be inserted)

DRAFT

Exhibit C

Surety Performance and Payment Bond

DRAFT

Exhibit C

SURETY PERFORMANCE AND 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 No. _____ (hereinafter 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 **[Dollars]** **[\$]**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the Work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. 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
3. Pays County all losses, damages including damages for delay, expenses, costs and attorney's fees, including appellate proceedings that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its Work or materials within five (5) years after completion of the Work under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the Work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or Work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b), Florida Statutes.

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

SURETY PERFORMANCE AND 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) (Manager) (Partner or Joint Venturer)

(SEAL)

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)

Exhibit D

Payment Security (Lease Guarantee Bond)

DRAFT

Exhibit D
PAYMENT SECURITY (LEASE GUARANTEE BOND)

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal, and _____ licensed to do business in the State of
Florida as Surety, are held and firmly bound unto Miami-Dade County (Obligee), in the penal sum
of as stipulated _____ on, 20__ for the payment of which
sum well and truly to be made, the Principal and Surety bind themselves, their heirs, executors,
administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas by Concession
Agreement awarded by the Board of County Commissioners, Obligee has granted unto said
Principal the right to operate a Concession at Miami International Airport and more fully described
in said Lease and Concession Agreement for a term as set forth in said Agreement or as amended,
a copy of which is attached, which Agreement is made a part hereof and incorporated herein by
reference.

NOW, THEREFORE, if Principal, its executors, administrators, successors, and assigns
shall promptly and faithfully perform the Lease and Concession Agreement, according to the
terms, stipulations of conditions thereof, then the obligation shall become, null and void;
otherwise, to remain in full force and effect.

Provided, however, this bond shall be in full force and effect for the term of the Agreement
But may be renewed annually thereafter by the principal with written consent of the Surety by
issuing a Continuation Certificate, not less than thirty (30) days prior to the renewal date. Provided
further, however, that regardless of the number of years this bond may be in force, the aggregate
liability of the Surety shall not be cumulative and is limited to the stated penal sum.

Provided further, however, that in the event the bond is not renewed, the liability of the
Surety shall be limited to the actual damages sustained by the Obligee due to lack of performance
of the Principal during the effective term of the bond. The Surety shall not be held liable for any
contract period beyond which it consents to in writing.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument
under their several seals, this ____ day of _____ the name and corporate seal
of each corporate party being hereto affixed, and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

In The Presence Of:

_____ (Seal)

Witness

By: _____

Witness:

Surety:

_____ (Seal)

By: _____

(PAYMENT SECURITY)

Irrevocable Standby Letter of Credit

(On bank's letterhead)

Date: _____

L.O.C. No. _____

Miami Dade Aviation Department
Attn: Accounts Receivable Manager
4200 NW 36TH Street Bldg 5A Suite 300
Miami, FL 33122

Gentlemen:

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 far 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 E

Central Terminal Retail Concessions Design Guidelines

<https://www.miami-airport.com/library/pdfdoc/Concessions/Central%20Terminal%20Retail%20Concessions%20Design%20Guidelines.pdf>

DRAFT

EXHIBIT F

- **Tenant Airport Construction-Non-Reimbursable Procedures (TAC-N):**

<https://www.miami-airport.com/library/pdftoc/Resources/TAC-N%20Forms%201.25.21.pdf>

- **Tenant Airport Construction Reimbursable Procedures (TAC-R):**

<https://www.miami-airport.com/library/pdftoc/Resources/MDA%20Procedure%20for%20TAC-R%20Projects%20.pdf>

Exhibit G

Independent Audit Report

DRAFT

Exhibit G

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 could 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

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, 0xx 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

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

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>
--------------	-----------------------	---------------------------	----------------------------	--------------------

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_____	_____	_____	_____	-
TOTAL	_____	_____	_____	_____

Exhibit H

Executed Affidavits and Condition of Award Certificates (from Concessionaire)

DRAFT

Exhibit I

Monthly Report of Gross Revenues

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Exhibit I
Monthly Report of Gross Revenues

COMPANY NAME

Monthly Gross Revenues

Report due on or before the Tenth (10th) calendar day following the end of the each month

Month of: _____

Year: ____ / ____ / ____

Send Original with payment to:
Miami Dade Aviation Department
Att: Finance Division
P.O. Box 526624
Miami, Florida 33152-6624

Permit Agreement No. _____

Lazier, Porchia B. (305) 876-8497
PLazier@miami-airport.com
LSUGG@MIAMI-AIRPORT.COM

location #1

Gross Revenue by location

\$0.00

Total number of locations reported: ____ 3

Total Gross Revenues:

\$0.00

Effective Concessions Fees:

Total Percentage Fee

15%

\$ -

Less: Monthly MAG

12

\$

Less: Monthly Rent

[Sq. Ft's Rent Rate](#)

12

\$

% Fee due in Excess of Monthly Rent

Net to MDAD

\$

Total Due to MDAD

\$

Payment included in Check No. _____ Amount Paid: _____ Date: _____

I hereby certified that the above statement is true and correct:

Signature

PRINT NAME

Title

Date

EXHIBIT J

TSA Prohibited Items

<https://www.tsa.gov/travel/security-screening>

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Exhibit K

Tenant Handbook

DRAFT

**MIAMI-DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
AIRPORT CONCESSION BUSINESS DEVELOPMENT**



**AIRPORT CONCESSION BUSINESS DEVELOPMENT
TENANT HANDBOOK MANUAL**

DRAFT

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Exhibits: Exhibit A - Security Notice #16-06 (Standardizing Knives in the Sterile Area)
 Exhibit B - Security Notice #17-08 (Curbside Deliveries and Commercial Vehicle Use)
 Exhibit C - Knife Log

I. WELCOME

The Miami-Dade Aviation Department (MDAD) welcomes you to Miami International Airport (MIA).

MIA is home to more than 30,000 dedicated employees from Miami-Dade County, airlines, and various government agencies, vendors, consultants, and concessionaires. We work closely together every day to provide and maintain safety and security, economic viability, customer service, and passenger service.

This standard of operations manual has been created to communicate the responsibilities associated with being a part of the MIA family. Our goal is to provide our passengers and airport patrons with excellent customer service, and your attention to detail is critical to us achieving this goal.

We are looking forward to a continuous business partnership and wish you well in your new business operations at MIA.

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II. INTRODUCTION

This Tenant Handbook is constructed so that it addresses the events that will usually transpire as your business embarks on a relationship with Miami International Airport.

The Lease that exists between the Concessionaire and the County is the primary legal document that defines allowable activities and conditions within the leasehold premises. Review of the Lease is recommended for further definition of activities, concession and public boundaries, and other operating rights.

A. Vision

The MIA concessions program is a world-class retailing experience for its diverse passenger mix of the culturally diverse, cosmopolitan South Florida region, and a multi-continent international gateway by providing a wide variety of international, national, and local brands that offer fair and varying price points, and innovative store designs, all within a safe, vibrant shopping environment.

B. Airport Concession Business Development Program Goals

A commitment to balance competitively priced high-quality goods and services with needed passenger services and revenue to the Airport recognizing the investment by the concessionaires and achievement of our ACDBE goals.

C. Airport Concession Business Development Program Objectives

To achieve the mission/vision and goals, Airport Concession Business Development' objectives are to:

- Enhance the image of MIA as a world class airport which reflects the cosmopolitan and international nature of the community.
- Enhance customer service and satisfaction by improving product choice, price points, and customer service.
- Optimize sales/transactions and revenue to the Airport.
- Integrate design and location of Airport Concession Business Development within the infrastructure of the Airport for passenger convenience.
- Balance national, regional, and local Airport Concession Business Development and concessions with DBE representation throughout the terminal

D. Terminal Overview

Miami International Airport terminal is configured in a horseshoe with Concourses from D to J. Security checkpoints are arranged at the entryway to each of the concourses.

III. GETTING STARTED AT MIA

While it is exciting and fun to work at Miami International Airport, there are some differences from working in other retail environments. This section will address some of those differences and some of the actions necessary because of those differences. We will guide you through some of the processes needed for your employees to be able to collaborate with us at MIA.

Before Beginning Employment

1. Employee Parking

A. Availability

The airport employee parking lot is available to employees of companies that lease space in the terminal building and have been authorized by the Aviation Department to utilize the employee parking facility. Employees may park in the employee parking lot only while on duty at the MIA terminal building.

B. Location and Transportation

The employee parking lot is located approximately 1 ½ miles southeast of the main terminal building. It can be accessed through LeJeune Road at N.W. 14th St. or through Perimeter Road at 15th Street. Shuttle buses provide 24-hour transportation to and from designated location on the departure level of the terminal building with approximate headways of 5 minutes during peak times and 15 minutes during non-peak times.

C. Parking Decal Information

Employee parking decals are issued in 4, 6, or 12-month increments. Companies that will be paying for employee parking decals can establish an account and be invoiced monthly by contacting the Finance Division. Employees can pay for their parking at the Decal Section. The Decal Section is located on the ground floor of the Dolphin Garage and is open Monday-Friday except holidays from 8:00 a.m. to 5:00 p.m. Contact the Decal Section for current employee parking rates. To register your company and establish authorized requestors for your company, please obtain sample letters from the Decal Section (tel. number: 305- 876-7567).

D. Parking Lot Safety and Security

- Access to the employee parking lot is restricted to vehicles with a valid employee parking decal and employees with valid MIA identification badges or airport authorized company identification badges. Family members/friends traveling in the same vehicle will be denied entry to the lot if they do not have a valid MIA or company I.D.
- Employees must have a valid MIA or airport approved company identification badge to ride the employee shuttle bus between the employee parking lot and the terminal building. Family members/friends are not allowed to ride the employee shuttle bus.

- There are emergency telephones located at each bus shelter in the employee parking lot. These phones may be used to report personal safety issues or non-emergency situations such as the need for motorist assistance.

E. Abuse of Parking Privileges

- Employee parking decals must be permanently affixed to the vehicle for which it was issued and can only be used by authorized employees.
- Parking in the employee parking lot is a privilege and may be revoked at any time for failure to comply with established procedures.

2. Badging (MDAD Credentialing Section)

The Concessionaire shall be subject to all Departmental requirements and FAA mandates pertaining to the issuance of airport identification badges, including, but not limited to employee completion of SIDA training conducted by the Department and background checks, as required by the FAA Unescorted Access Privilege Rule. The Concessionaire shall pay, or cause to be paid, to the Department such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the Aviation Department. The Concessionaire will be required to conduct background investigations and to furnish certain data on such employees before the issuance of such ID badges, which data may include the fingerprinting of employee applicants for such badges.

All airport employees working need to be badged before work commences. Our badging office is in Terminal D 3rd floor, just off the skyride across from the Dolphin parking garage.

Credentialing Section Hours of Operation

Monday - Friday, 8:00 AM to 4:00 PM. Closed on County observed Holidays.

Contact Information

General information: 305-876-7189

Fingerprint appointments: 305-876-8409

Badges must always be displayed. All airside employees must participate in additional training for this access.

3. Employee Orientation

All airport employees (including Concessionaires) will need to be scheduled for an employee orientation with the Airport to receive SITA training and customer service training (which is included in the orientation time). Please allow ninety (90) minutes for this training, which must be accomplished prior to the employee beginning work at the Airport.

B. Other

1. Setting up Utilities

The cost of all utilities used or consumed on the Premises shall be borne by the Concessionaire. Unless the Premises are provided with separate electric, gas, and/or water meters, the Concessionaire agrees to pay for the utilities on the Premises as a monthly charge, plus any applicable taxes, upon billing by the Department, or utility companies. The Department encourages the Concessionaire to provide and install meters for utilities used at the Concessionaire's expense. See your Agreement for further detail on payment to MDAD for utility charges.

Other utilities used by the Concessionaire including telephones and telephone service hook-up, data lines and additional electrical and communications services are to be arranged for and paid for by the Concessionaire. The Airport provides these types of services through its Information Technology Shared Tenant Services.

2. Use of Wireless Technologies

Any approval by the Department and subsequent installation by any Concessionaire, of a wireless network would be granted only with the explicit understanding that the Concessionaire agrees that the system be transitioned over to any future network once installed. Note that all costs, both one time and recurring, to be incurred because of the required transition to any future network shall be the responsibility of the concessionaire.

3. Banking Procedures

It is critical that Concessionaires implement a policy and provide professional guidance for cash handling, ensuring that those staff tasked with making deposits do so in the safest manner possible.

Concessionaires are responsible for arranging procedures to ensure that all stores have the appropriate amount of change on hand.

4. Hours of Operation

All units have specific hours set that the unit is to be open and serving the public. On-site personnel are responsible for knowing what their store operating hours stipulate. In some cases, depending on airline schedules caused by weather or other delays, the store may be required to stay open beyond required hours. Procedures need to be in place to keep the store open and operating during such events.

The store must have all products and services available the moment it opens. This means, for example, that the coffee must be prepared and ready to serve prior to the actual opening time and the store must also keep all products available up until the time the store officially closes. It is not acceptable for store employees to begin to remove and clean the store until the actual closing time of the store.

Unstaffed concessions offering services, are required to be open twenty-four (24) hours seven (7) days per week including holidays. Examples of such services include ATM, and luggage cart services.

IV. STANDARD AIRPORT PROCEDURES

A. Improvements to Premises

1. Conditions for Permits

Airport businesses must comply with their contractual requirement to obtain the written consent of MDAD to conduct any alterations to MDAD property. This includes what might be constructed as “minor” additions and deletions like an electrical outlet.

The permit process is designed to ensure that construction is compatible with present and future airport facilities, responsibilities are appropriately assigned, ensure compliance with other jurisdictions' requirements, meet MDAD standards for design, and assist Concessionaires with the timely and safe completion of their projects.

2. Permit Application Procedure

Concessionaires must first contact MDAD's Airport Concession Business Development Division with any plans for site improvements, alterations, or construction for preliminary plan approval.

The design criteria manual for each terminal details the submittal requirements and permit process.

3. Vendors Performing Services for Concessionaires

Vendors performing services to Concessionaires are required to obtain a permit pursuant to Miami-Dade County Administrative Code 8-5, and the Miami-Dade Aviation Department (MDAD) Operational Directive 99-01. Please have your vendor contact the MDAD Airport Concession Business Development Division, Permits Section at 305-869-4683 for additional information.

B. Storage

1. Designated Storage Areas

Concession storage space may be leased through MDAD Airport Concession Business Development Division and is designated in the Agreement. These storage areas are provided for activities related to the Concessionaire's doing business at the airport including storage, display, overstock, or office uses. MDAD will make every effort to satisfy individual concession storage needs, dependent on the availability of suitable space.

2. Unapproved Storage

Hazardous, combustible, or flammable materials, and storage of merchandise outside or adjacent to Concessionaire's retail premises or storage area is not permitted. Storage of materials, products, or trash that blocks access to fire safety equipment, doors and other access points are also prohibited. Concessionaires that consistently abuse storage privileges will be noticed and required to clean premises or will be billed for all associated costs required to clean up or remove the unapproved materials attributed to their business.

3. Fire Safety in Storage Areas

Concessionaires using storage areas must be aware of these common storage problems and must correct them to ensure fire safety:

- Storage too close to sprinkler heads.
- Improper storage of trash, boxes, oily rags, etc. These items are better removed to disposal or recycling receptacles provided for Concessionaires.
- Improper storage of flammable and combustible liquids and aerosols.
- Blocking of exit-ways and fire equipment.

4. Damage to Storage Areas

Storage rooms and the access to those rooms are the property of MDAD. Concessionaires found to be consistently causing damage to MDAD property will be noticed and may be billed for repairs following review and discussion with MDAD, as necessary.

C. Changes in Price and Product Offerings

1. Street Pricing

The Concessionaire shall not charge prices more than the percentage stipulated in the Lease & Concession Agreement or as directed by MDAD on Street Prices. The Concessionaire will be required to submit examples of pricing periodically as indicated in the Lease Agreement. MDAD will monitor Concessionaire prices to ensure compliance.

Concessionaires are required to submit a detailed list of all services and items (and their corresponding prices) offered in their assigned premises.

Prior to adding new items or increasing prices, Concessionaires are required to inform the airport and to seek written approval from the Department.

2. Menu and Product Offerings

MDAD and the Concessionaire agree to offer a set of products and services approved prior to the opening of the location.

Any sales by the Concessionaire of services, products, or items not specifically approved in its Agreement shall constitute a default. In the event of such default, the Concessionaire will discontinue the sale or service of the unapproved product immediately, upon written notice from the Department. Failure to discontinue such sales shall be grounds for termination of the Agreement.

To request that an additional product be sold, the Concessionaire must submit in writing for approval to the Airport Concession Business Development Division the request inclusive of the product name and suggested price along with the required support for the establishment of the proposed price.

D. Terminal Maintenance and Operational Issues

1. Maintenance Services

MDAD's Facilities Division has, as its highest priorities, the repair and upkeep of the airfield, passenger service and common and public areas. While the concessionaire, as delineated in its lease, is responsible for maintaining its premises, MDAD is available to assist Concessionaires with other repairs and maintenance-related activities as much as workforce and work scheduling will allow. The Maintenance Department has established fees for these services, which will be billed directly to the Concessionaire.

2. Maintenance Responsibilities

A. MDAD Responsibilities

MDAD Maintenance Division is responsible for the maintenance, repair and upkeep of the following items found within the Concessionaire's premises:

- Exterior window cleaning on the airfield.
- Emergency spotlights.
- Grease line maintenance.
- Daily compliance with Sanitation Plans approved by MDAD.
- Broken lock or key in storefront rolling grill.
- Electrical system supplied to the store (Concessionaire responsibility begins at outlet).
- And HVAC system.

B. Concessionaire Responsibilities

Concessionaires are expected to maintain their premises in good repair and keep them in a clean condition and orderly appearance. Concessionaires are responsible for any other upkeep and repair within their leasehold, including but not limited to windows, both inside and out, flooring, spotlights; display case and spot and window lighting; carpet; fixtures, and any equipment or custom-made features of the premise. Concessionaires must also arrange for their own janitorial service.

Concessionaires also are responsible for their own extermination, which must be coordinated with the Airport.

3. Contracting Maintenance Work

Concessionaires who desire maintenance work can do so by:

- Contracting with an outside vendor who can complete the desired maintenance and repair to the satisfaction of MDAD and to the Concessionaire; or

- Contracting with MDAD Facilities Division for those items outside MDAD's regular maintenance responsibilities.
- Construction work performed by the Tenant / Concessionaire must abide by the Tenant Airport Construction (TAC) process.

A. Contracting with Outside Vendor Services

Concessionaires may hire service providers such as housekeeping, extermination, or telecommunications without prior MDAD approval.

However, prior to any work, a permit must be issued. Concessionaires must contact Airport Concession Business Development to obtain the proper permit forms and approval to hire any contractor who may impact airport operations such as electricians, phone repair, plumbers, etc. Work that may trigger fire alarms (e.g., welding, dust)

will require the coordination of shutdown process through the assigned MDAD Property Manager.

Vendors must meet or exceed the original materials and workmanship and conform to any federal, state, or local regulations. All work shall be subject to inspection by MDAD.

Vendor's performing services to Concessionaires are required to obtain a permit pursuant to Miami-Dade County Administrative Code 8-5, and the Miami-Dade Aviation Department (MDAD) Operational Directive 99-01. Please have your vendor contact the MDAD Airport Concession Business Development Division, Permits Section at 305-869-4683 for additional information.

B. Contracting with Airport Facilities

Contact the MDAD Facilities (305-876-1111) to request a work order. Requests made 24 hours in advance of need are appreciated. For non-emergency requests, allow a maximum turn-around time of two weeks. Concessions contracting with the Maintenance Department will be billed on an hourly basis for workforce, fringes, and the cost of materials/supplies.

When requesting maintenance services, Concessionaires should identify the item in need of attention and time frame for completion. Efforts will be made to meet the request in a timely manner, depending on the Department's workforce level and workload. Concessionaires should limit their requests to the Maintenance Division for maintenance and repair only, and not for making improvements or involving new construction.

4. Emergency Maintenance

The MDAD Maintenance Division will respond to emergencies as a priority. Concessionaire should make clear in its request to the dispatch that an emergency exists for immediate attention. Examples of emergency maintenance requests are broken water pipes or any other uncontrollable leakage, broken display window glass, inoperable entry gate, etc.

E. Delivery Procedures

1. Delivery Hours

Airport Concessionaires may receive deliveries of products, supplies, etc. in accordance with the Elevator Schedule below. MDAD reserves the right to schedule deliveries or institute a common warehouse system with a common logistics fee to support the system if it becomes necessary.

VENDOR DELIVERY ELEVATOR AND LOADING DOCK SCHEDULE

D-15E03	0400-1300	7 DAYS	7 hrs.
D-25E05 B2	0500-1400	7 DAYS	8 hrs.
D-37E01	0700-1800	7 DAYS	11 hrs.
D-46E02	0400-1200	7 DAYS	8 hrs.
E-05E02	0500-1000	7 DAYS	5 hrs.
E-21E01	0600-1000 1400-1800	7 DAYS	8 hrs.
F-11E04	0400-1200	7 DAYS	8 hrs.
G-09E01	0600-1000	7 DAYS	4 hrs.
H-12E01	0600-1200	7 DAYS	6 hrs.
South Loading Dock	0430-2000	7 DAYS	15.5 hrs.

2. Terminal (Landside) Side Delivery (Refer to Exhibit B)

2.A Deliveries Terminal Curbside

- Delivery hours are to be coordinated in Exhibit B (attached).
- Landside staff will determine drop-off locations to minimize disruption to traffic.
- All vehicles must be attended. This is a Transportation Security Administration (TSA) mandate.
- Drivers must be able to provide proper identification and manifest of deliveries.
- Vehicles are subject to search.
- Location and delivery times may be subject to change due to security or operational requirements.

Please refer to Exhibit B Security Notice 17-08 (Maps Curbside Deliveries & Commercial Vehicle Use)

b. Vehicle Identification for Delivery Zones

All vehicles utilizing the loading and delivery zones in front of the terminal as described above must be adequately marked with company name and/or logo on both sides of the vehicle.

Painted, exterior magnetic, or interior static cling plastic signs attached to the side windows are acceptable.

Signs should look professional done with minimum dimensions of 8 1/2" by 11".

c. Delivery Zone Parking Restrictions (Time)

Use of loading and delivery zones is restricted to thirty (30) minutes. If a vendor anticipates that they will be actively loading or unloading for more than 30 minutes, they must notify Landside Operations at 305-876-7441.

d. Delivery through Terminal Building

Efforts should be made to avoid using public areas of the terminal for large quantity deliveries during peak hours. If supplies must be transferred through the public portions of the terminal, these pickups/deliveries should be scheduled during non-peak aircraft arrival and departure times.

Common carriers such as Federal Express, UPS or Airborne Express are authorized to bring shipments directly to the units or storage area.

All Concessionaire delivery carts, utility carts and trash collection dumpsters are asked to adhere to the following specifications to avoid damage to the Airport:

- Revolving rubber non-marking wheels and corner bumpers on platforms or base of carts
- Full encircling rubber bumpers around lower platform base
- Handles, bag holders or other portion carts that can cause damage, are to be protected with 3" revolving, rubber, non-marking bumpers.
- The base of all carts are to be made of tough construction
- 8" x 1.75" Semi-Pneumatic ball bearing wheels are to be used.

Concessionaires found using non-compliant delivery equipment may be barred from future deliveries until which time equipment has been modified or replaced.

e. Airfield Deliveries

1. General

All Concessionaires are bound by the rules set forth by MDAD for operating motor vehicles on the airport's Airside Operation Areas (AOA). The requirements below summarize those rules that are typically applicable to the Concessionaire but in no way are representative of all airfield rules.

Concessionaires requiring AOA deliveries must come in person to the Airside Operations office during normal business hours from 0800 to 1600 a minimum of one business day (24 hours) prior to the delivery date. You must provide the requesting company's name, MDAD ID number, contact phone number, name of company making the delivery, AOA entry point and delivery destination. For deliveries after hours concessionaires must call the on duty Senior Agent at 305-588-7094. Once the delivery company is escorted to the delivery site, the Concessionaire is required to provide continuous escort of delivery personnel while in the Security Display Area (SIDA).

2. Construction

Construction contractors must physically report to the Airside Operations Office located at E-20 Ground Floor, a minimum of one business day prior to the delivery date and submit for approval the Construction Delivery Notification Form. Once the delivery is escorted to the construction site, the contractor is required to provide continuous escort of delivery personnel while in the SIDA area.

Delivery vehicles arriving at an MDAD Access Gate without MDAD approved advance notification will be denied access.

No motor vehicle shall be operated on the Airport except on roadways or areas designated for such purposes.

Motor vehicles and equipment operating on the AOA must have an official motor vehicle identification permit issued pursuant to Operational Directives of the Aviation Department. In addition, company identification must be conspicuously displayed on such motor vehicles and equipment.

Except as otherwise stated in this handbook or other rules and regulations provided to the Concessionaire, the laws of the State of Florida regarding the operation of motor vehicles, including traffic regulation, are made applicable also to the operation of motor vehicles on the Airport.

3. Cooking Oil recycling program

The concessionaire is responsible for the maintenance and cleanliness (pressure wash area every two (2) weeks) of the container used and its surroundings. Cooking oil bins must be secured with a padlock and the bin properly identified / labeled with concessionaire's name and contact information. Concessionaire is required to following cooking oil bin maintenance guidelines:

- Install spill blocker dike or containment berm around existing active grease traps and cooking oil bins.
- Clean the grease traps and cooking oil bins every two (2) weeks. Cleanup must be power washed with an ecofriendly degreaser with slip resistant features.
- Keep stock of oil absorbing granules to mitigate large spills.

Penalties will be assessed by the Department if conditions are not met, resulting in the removal of the containers from the Tarmac.

4. Grease Traps and grease line maintenance

The concessionaire is responsible for the scheduled maintenance of their grease traps and respective lines. Penalties will be assessed by the Department if conditions are not met, resulting in the removal of the containers from the Tarmac. Concessionaire is required to following grease trap maintenance guidelines:

- Lines must be jetted periodically quarterly.
- Install spill blocker dike or containment berm around existing active grease traps and cooking oil bins.
- Clean the grease traps and cooking oil bins every two (2) weeks. Cleanup must be power washed with an ecofriendly degreaser with slip resistant features.
- Keep stock of oil absorbing granules to mitigate large spills.

f. AOA - Driver Training

Before any employee is permitted to operate a motor vehicle of any kind or type on the AOA, such an employee must attend and successfully complete the AOA Driver Training Course conducted from time to time by the Aviation Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Aviation Department for any violation of AOA driving rules. The Concessionaire shall be responsible for ensuring that all such vehicle operators possess current, valid, appropriate Florida driver's licenses.

F. Promotional Events and Public Relations Opportunities

1. Promotional Events

Concessionaires are encouraged to conduct promotional events. Concessionaires are limited to conducting promotional events within the limits of the lease premises unless otherwise approved in writing. Promotional events should be coordinated and approved by the Airport Concession Business Development Division.

Clean up activities associated with any promotion, unless otherwise specified, are the responsibility of the concessionaire organizing the promotion.

Application to conduct promotional activities in the Terminal must be made in writing to Airport Concession Business Development.

2. Public Relations Opportunities

MDAD recognizes the desire of concessionaires to disseminate press releases for marketing and public relations purposes. Prior to sending press releases out regarding MDAD unit events, promotions or news, the releases must be approved by MDAD.

MDAD will not copy or edit the release but may make recommendations. This procedure is intended as a means of keeping the appropriate departments aware of airport business activities and a coordination to ensure the varied business activities public relations' efforts are appropriately coordinated.

G. Customer Complaint/Comment Procedures

Concessionaires must make reasonable, respectful efforts to remedy problems and issues raised by Airport patrons. The concessionaire must answer in writing all written customer complaints within two (2) business days after receipt thereof and furnish a copy of the complaint and said answer to the Airport Concession Business Development within the ten-day period.

H. Airport Police

The Miami-Dade County Police Department, located on site, is responsible for the overall safety and security of the airport and is recognized by the State of Florida as officers of the law with jurisdiction over airport activities.

1. Criminal or Suspicious Activity

Concessionaires and their staff should use the following resources should they see or suspect illegal activity.

Concessionaires can call the Police Department at 305-876-7373 to report a crime in progress or other suspicious activity.

I. Concessions Security

1. Employee/Contractor Strike Activities

If a Concessionaire anticipates a labor strike by its employees or of companies that service the Concessionaire, the Director of Landside Operations must be contacted for specific guidelines for governing strike activities at MIA.

2. Store Security MDAD to Confirm

The Miami-Dade County Police Department, MDAD Security and TSA routinely patrol the terminal building and individual concessions. When businesses are closed, all gate doors providing access to the concession/store must be locked and secured. Airport Concession Business Development staff meets with concession managers, store owners and staff monthly to discuss current problems. This meeting should be used to communicate ideas and methods of improving security. Store managers with questions or concerns may contact Airport Concession Business Development.

Security Plan - Concessionaire must provide a detailed security plan to MDAD Security for approval prior to commencing operations. The security plan must include emergency contact information of key operational employees, compliance with TSA prohibited items (e.g., sharp objects, unsecured kitchen doors, etc.) and process for securing gates and location in general.

Tenant Emergency Contact Information – it is the responsibility of the Tenant/Concessionaire to provide and regularly update their emergency contacts on file with MDAD Concessions Business Development.

Sharp Objects – sharp objects such as knives and other sharp tools must be kept in a locked in a secure compartment, and a full inventory of these items must be logged and accounted daily. If an item is missing, the Tenant / Concessionaire must report immediately any missing items from their inventory to MDAD Security. Furthermore, all Tenant/Concessionaires must comply with all mandated TSA Prohibited Items. Failure to comply may result in a civil or criminal penalty assessed by the TSA. Please refer to **Exhibit A** and **Exhibit C** of this Tenant Handbook.

Backhouse Entry - all doors leading into kitchens, commissaries, warehouses, and storage must always remain secure.

Glass Containers – the sale of glass bottles or other glass containers are not allowed. Product may be served to the customer in a plastic container prior to leaving the premises.

TSA Prohibited Items List – the sale of prohibited items as listed in the TSA Prohibited Items List or as amended are strictly prohibited ([What Can I Bring? A-Z List | Transportation Security Administration \(tsa.gov\)](#)) Failure to comply may result in a civil or criminal penalty assessed by the TSA.

3. Prosecution of Shoplifters

To maintain a high level of security at the airport, Concessionaires are strongly encouraged to prosecute shoplifters and staff caught stealing by attending court sessions. If a Concessionaire catches a shoplifter or observes a theft, immediately call 305-876-7373. To curb this activity, attending court sessions is critical.

4. Reporting Incidents

Badged staff function as a second set of eyes and ears for Airport Security and the Miami-Dade County Police Department. If a crime or suspicious activity is witnessed, please call the Police Department at 305-876-7373.

5. Loitering

If the Concessionaire notices a problem with airport staff or other people unknown to the Concessionaire, please call the Police Department at 305-876-7373.

J. Emergencies

The Operations Control Room (OCR) emergency communication and dispatch functions for the airport's police, fire, airport operations and maintenance departments. For protective and emergency services call:

Police Emergency: 305-876-7373

Fire/Medical Emergency: 305-876-7070

Operations: 305-876-0125

1. Medical

MDAD Fire Department's fully trained and equipped Emergency Medical Technicians (EMTS) are on duty twenty-four (24) hours per day to handle all medical emergencies, regardless of severity. For Fire and Medical emergencies, call 305-876-7070. Patients requiring hospitalization will be transported to the nearest hospital.

2. Fire

In case of fire, Concessionaires are asked to be familiar with, and to instruct new staff in, the following procedure.

- 1) Evacuate the area.
- 2) Call for Fire or Medical assistance at 305-876-7070.
- 3) Attempt to fight the fire with a portable fire extinguisher ONLY if:
 - a. You have been trained in the use of a fire extinguisher.
 - b. the Fire Department has already been notified; or
 - c. You can do so without exposing yourself to injury or the possibility of becoming trapped by the fire.

The Fire Department conducts regular inspections of Concessionaire and concession premises including storage areas, the main terminal, all concourses and all MDAD owned buildings for the purpose of fire prevention and to ensure compliance with fire safety practices.

An inspection report will be issued containing information relating to issues of non-compliance and/or recommendations by the inspector, with a date of re-inspection to ensure that the required corrections have been completed.

a. Fire Safety Compliance

The Fire Department will work with Concessionaires to ensure compliance with fire safety practices and codes. More rigorous regulations may be set for specific Concessionaires through provisions in the Lease. Fines for non-compliance of inspections could occur.

b. Suspected Fire Code Violations

If Concessionaire suspects a fire code problem or if there is a concern about fire safety, questions can be directed at the time of inspection, or by calling the Fire Department.

3. Other Reporting Concerns

It is in the best interests of all airport staff to ensure that MIA is a safe workplace and place to visit. All staff are required, therefore, to assist the DOA with safety by being proactive in reporting any incidents that might threaten the safety of MIA's staff or visitors. This may include the following:

- Spills
- Ceiling / roof leaks
- Roadway potholes
- Non-functioning elevators / escalators
- Buckled carpeting / flooring concerns.
- Bare electrical wires
- Pests and birds in the terminal
- Unsafe construction activity

Call Operations Control Room (OCR) at 305-876-0385 to report these problems.

4. After Hours Activity

Concessionaires should notify the Operations Control Room (OCR) at 305-876-0385, when Staff will be working in the store / office after normal operating hours. Some activities may need to be approved by MDAD, Security and/ or the airlines. Advance calls will prevent confusion.

5. Access to Premises

a. Keys and Locks Policy

MDAD controls all keying and re-keying of MDAD facilities excluding Concessionaire Leasehold areas. A licensed and bonded locksmith hired by MDAD does keying and lock repair through a work order request.

b. Grand Master Key Policy

The Grand Master (a key that will open all airport locks) is kept by 1) police under "break" glass, 2) each shift commander of the fire department, and 3) the licensed and bonded MDAD locksmith.

No access will be granted using the Grand Master key except under the following conditions:

- a. Fire or fire emergency within the locked area (this does not include access for fire inspections, testing, or other regulatory activity).
- b. Life threatening policy emergency or active pursuit of known suspect.
- c. Maintenance, when actively working on an authorized lock request and
- d. Other emergency conditions as authorized by the Airport Manager.

4. Locked Out Procedure

In the event a concession employee is "locked out", "locked in", "forgotten keys", "lost keys" or is not involved in any of the emergency events listed above, the Grand Master key will not be used to gain access to the premises. A new key must be authorized to cover this situation. Only an authorized representative of the concession can request additional keys to access the premises.

NOTE: Requests should not be forwarded to Police for the purpose of unlocking Concessionaire space in the case of "forgotten keys" or "locked out" events.

K. Trash Removal

1. Refuse Disposal

All concessions are required to handle, recycle, or dispose of garbage, papers, or refuse or other material on the Airport in the receptacles provided for that specific type of recyclable or non-recyclable waste. MDAD is not responsible for concession's refuse. MDAD is responsible for the refuse disposal contract for the hauling of solid waste and recyclables away from the terminal building. Concessionaires' employees must dump garbage inside garbage bins and compact the load accordingly. In the event the bins are full, please contact MDAD Concessions immediately. Under no circumstances should bag or other garbage be tossed outside the bins.

Concessionaires must cover trash containers in all areas. Concessionaires are not permitted to use a vehicle used for hauling trash, dirt, or any other materials on the Airport unless the vehicle is constructed to prevent the contents from escaping.

Within the Concessionaire premises, Concessionaire must provide suitable waste receptacles for oily wastes, rags and other rubbish and trash. All waste is to be removed daily.

2. Designated Disposal Site

MDAD maintains a solid waste and disposal unit providing trash compactors and recycling bins at designated sites in the Terminal building. Refuse from store operations, deliveries and storage areas shall be contained in this area. No other areas shall be used. All such areas shall always be kept clean and sanitary.

Temporary storage or disposal of refuse in places other than the designated solid waste and recycling bins is not permitted. Dumping boxes or other materials, particularly in or near storage rooms and access hallways, is considered a fire and safety infraction.

In the event of spillage of trash, grease or any material which may be unsightly or detrimental to the pavement, or which might cause a safety hazard, the Concessionaire is responsible for clean-up.

3. Sanitation Plan (Food & Beverage Concessionaires)

Concessionaires will be required to provide a Sanitation Plan to MDTA Concessions on an annual basis. Please refer to Operational Directive 021-01.

L. Airport Information Services

Information centers are in the center of both the departure ticketing and baggage claim levels of the terminal. Staffed hours Monday through Sunday.

M. Airport Paging

The Airport Paging Center pages individuals for the purpose of delivering messages or giving directions. Concessionaires can use the paging system to locate passengers who have left merchandise or belongings. Paging hours are available 24 hours daily and the center can be contacted at 305-876-7000.

N. Terminal Construction

1. Right to Develop Airport

Construction and alteration of the terminal building, concourses and roadways are ongoing to meet the demands of the traveling public. MDAD reserves the right to develop or improve the airport as it sees fit.

2. Inconveniences During Construction

During construction, remodeling, expansion, relocation, maintenance, and repair of the airport Concessionaires should expect some inconveniences during the process including, but not limited to, noise, dust, vibration, and changes in access. MDAD will take the necessary actions to ensure the safety and protection of concession staff and merchandise as it is able.

Should Concessionaires experience extraordinary, unworkable conditions related to construction, Concessionaire should contact Airport Concession Business Development immediately. Airport Concession Business Development will assist Concessionaire in its attempt to remedy the situation or minimize construction impact on the concession.

O. Required Monthly Meetings

The Concessionaire shall meet no less than monthly and regularly with the Department to discuss matters relating to its Agreement. In addition, at the Department's request, the

The concessionaire shall attend other meetings with the County, airlines and any other parties designated by the Department.

Concessionaires are also required to participate in such safety, security and other training and instructional programs, as the Department or appropriate Federal agencies may time to time require.

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V. KEY CONTACTS

AOC	AOCNotification@FlyMIA.com	<u>305-876-0385</u>
BADGES	Ground Transportation Office	<u>305-876-7080</u>
CONFERENCE CENTER	Reservations and Information	<u>305-871-4100</u>
AOA DELIVERIES	Airside/Superintendent Airfield Operations	<u>305-876-0152</u>
LANDSIDE DELIVERIES	Landside /Supervisor Parking Control	<u>305-876-7024</u>
POLICE	Communications Center (24 Hours)	<u>305-876-7373</u>
FIRE/MEDICAL	EMERGENCY	<u>305-876-7070</u>
FIRE SAFETY	Fire Inspection Section	<u>(305-876-7070)</u>
INFORMATION SERVICES	Information and Paging	<u>305-876-7000 ext. 8</u>
LEASEHOLD PREMISES	Property Manager	<u>305-876-7720</u>
MAINTENANCE	Maintenance Dispatch (24 Hours)	<u>305-876-7311</u>
PARKING	Manager, Parking Systems	<u>305-876-7024</u>
RENT, FEES, AND CHARGES	Aviation Finance Specialist	<u>305-876-8493</u>
SECURITY AND SAFETY	Chief	<u>305-869-4247</u>
SIGNAGE	Chief	<u>305-876-0299</u>
STORAGE	Property Manager	<u>305-876-7753</u>
TRASH/RECYCLING	Maintenance Coordinator	<u>305-876-0483</u>

Exhibit L

Standards of Operations Food & Beverage Service (L-2)

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EXHIBIT L

STANDARDS OF OPERATIONS

FOOD & BEVERAGE SERVICE

(L-2)

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INTRODUCTION

The Concessionaire shall comply with the Department's, "Tenant Handbook" Exhibit K, "Terminal Standards Manual" (http://www.miami-airport.com/library/ODs/Standards_Manual.pdf), and the MDAD Operational Directives (<http://www.miami-airport.com/od2.asp>) which may be amended from time to time, and the Concessionaire further agrees that its operation under the Agreement is a service to airline passengers and the users of the Airport and that the Concessionaire and/or its Sub-tenants shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Department shall have the right, in accordance with the provisions of the Lease and Concession Agreement, to make reasonable objections to the quality of products sold, the character of the service rendered to the public, the prices charged, and the appearance and conditions of the locations. The Concessionaire and/or its Sub-tenants agree to promptly discontinue or remedy any objectionable practice.

PURPOSE

The purpose of this document is to provide reasonable and customary operating requirements as set forth by the Department. There are three primary areas of focus: premises, product and people. This objective approach focuses on the performance of foodservice concessions in the unique operating environment known as Miami International Department.

The Standards of Operations may be changed from time to time in response to the ever-changing Department environment.

I. PREMISES

A. SIGNAGE

LOCATION SIGNAGE

The Location signage (Storefront) is prominently displayed, clear, concise, and complete in terms of helping the guest to properly understand and use the concession. Unit signage is clean, well lit, and built pursuant to the Signage specifications of the Retail Design Construction Guidelines

1. **QUANTITY:** If necessary, there can be one additional sign so that passerby will easily be able to distinguish the location concept. Upon prior approval of the sign by the Department, the Concessionaire may place the sign (no LED nor flashing sign) within four (4) feet from their Location.
2. **CLEANLINESS:** All signs should be clean and properly maintained as well as properly lit. Burned out bulbs must be replaced within seventy-two (72) hours.
3. **COMPATIBILITY:** The style of the sign should be compatible with the style and scope of the unit.
4. **Accuracy:** Information on these signs must be totally accurate and in no way misleading. The sign must be approved by the Department while in shop drawings stage.
5. **Clarity:** The sign should be clear and easily readable from an appropriate distance in colors that cause the lettering to stand out and in a type style that is easily legible.

TRADE-DRESS

All the signs in the unit should have the same typeface, display holder, color scheme and theme consistent with the brand identity. There should be no hand lettered or hand modified signs in the unit. All the signs whether for promotions or general information should be professionally designed and produced. There should also not be any manufacturer's product signage that disrupts the sign continuity or the ambiance of the surrounding area.

1. TYPE FACE: All signs should be printed in the same typeface, so they are clearly identifiable.
2. DISPLAY HOLDER: All signs should be in a frame or holder that is made of the same material (e.g., plastic, or metal). Although the holder may vary by size and configuration, it should clearly be the same fixture.
3. COLOR: The unit signage should use the same 2-3 colors on all signs. Each sign does not have to use all the colors, but signs should not go outside the basic color scheme.
4. THEME: The theme of the signs should be focused on the theme/logo of the unit. Regardless of the focus, the signs should represent a unified theme.

MENU BOARDS

Menu boards are visible from all points in the unit. Menus should be presented to the customer at the beginning of a queue or line to encourage selection prior to ordering to promote speed of service. In addition, the menu items should be named and described in a manner that provides the customer a clear idea of the choice being offered. All promotional and information signs within the unit should provide reliable descriptions of the food and beverage selections being offered. In no case should any of the information be misleading either through omission of essential information or through implying certain product or price features. Unit signage provides an essential guide for customers, facilitating their dining choice and specific menu choice.

1. ACCURACY: All signs should list prices that are 100% reliable for the food and beverage items described. Any product features that are described, as well as any characterization of the buying opportunity (e.g., special ingredients or free items with purchase), should also be reliable. Promotional signage should be positioned and designed such that the food/beverage items offered to are clear.
2. COMPLETENESS: Unit signs should include all information relevant to the purchasing opportunity. If there are any limitations or conditions to the offer, if any menu items are unavailable or changes to menu offerings which should be noted, these elements should be prominently noted in accompanying signage.
3. AVAILABILITY: All items promoted on signs within the unit should be available. If certain food and/or beverage items are no longer available they should be removed.
4. CLEANLINESS: Printed materials must not be soiled or damaged in any way.
5. COMPATIBILITY: The point of sale materials should be compatible in scope and style with the unit.
6. LOCATION: Menu boards should be in key spots in the unit so that patrons may easily find out what is available. If it is the type of unit that will often have a line, additional menu boards should be provided so patrons in line will know what is available prior to reaching the order station.
7. QUANTITY: There should be enough menu boards in the unit so all patrons will easily be able to see them.
8. CLARITY: Menu signs should be easily readable from an appropriate distance, in colors that cause the lettering to stand out and in a type style that is easily legible. The fourth person in line should be able to read the line items.

INTERNATIONAL SIGNAGE

Unit identification and promotional signs use words and symbols that assist international visitors. Signs should reflect sensitivity to these travelers. This can be accomplished by having separate signs in the foreign language or by using widely accepted international words and symbols such as those used to direct passengers through the Department.

POINT OF SALE

Point of Sale signage conveys the information desired and is appropriately designed to support the image of the unit.

1. CLARITY: Printed materials presented to guests must be easily readable, in colors that cause the lettering to stand out and in a type style that is easily legible.
2. CLEANLINESS: Printed materials must not be soiled or damaged in any way; this reflects poorly on the unit.
3. COMPATIBILITY: The point of sales materials should be compatible in scope and style with the unit.
4. Comprehension: The point of sales materials must be clearly worded to be easily understood by all patrons.
5. Accuracy: These must be completely accurate in price and/or description. Products served should "live up to" the expectations created by description. All products listed should be available. Nothing should in any way be misleading or incomplete.
6. QUANTITY: There should be enough point of sales materials in the unit so all patrons will easily be able to see them.
7. MENU ON ITEM SIGNS: Small signs identifying specific items and prices should conform to the above rules.

B. CLEANLINESS

ENTRANCES

Entrances are clean, free from debris, free from obstruction and well lit.

1. CLEAN: The entrance to a fixed unit must be clean, free of debris and un-stocked product boxes and well kept.
2. HOSTESS DESK/REGISTER STATION: Should be neat, well kept, properly lit and clean. This will apply mostly in full-service food units.
3. WELL LIT: All lighting entrance fixtures should be turned on and all bulbs in working order.

FLOORS

Floor surfaces are clean, free of excess stock, and in good repair.

1. Tile, vinyl or hard surface floors are free from dust or dirt and maintained with the highest level of color and luster possible for that floor. Floors are free of burns, stains, cuts, cracks and breaks.
2. Floors swept and mopped as necessary to clean up spills and eliminate crumbs and dust within four minutes of spill. Cleaning personnel use clean brooms and mops and using hot fresh water with correct detergent.
3. Floor drains kept clear and cleaned on a monthly basis to eliminate the danger of back up and offensive odors.
4. Molding at base of walls and around corners kept clean and free of scuffs, dirt, cracks, and stains.
5. Carpeted floors must not be torn, stained, or discolored. Carpeted floors are periodically swept during meal period with a carpet sweeper, as necessary, to clean up spills, crumbs, and soil. Carpet should be professionally cleaned on a periodic basis.

WALLS

Walls, ceilings, glass surfaces, and fixtures (vents, lights, etc.) are clean, free of debris and hazardous conditions, and not visibly worn. All wall, ceiling and glass surfaces, and wall hangings should be clean and free of soil and debris.

1. SURFACES: Wood, wallpaper, marble, bronze, tile, painted wall free of soil, smudges, cracks, stains, burns, discoloration, and chipped paint. Cleaning should be done on a regular basis with recommended cleaner and dusted daily. Fabric or other material kept clean as recommended by manufacturer or architect. Free of cuts or burns. Free of dust.
2. CORNERS: Free of cracks or breaks, properly covered and in high traffic areas covered with appropriate corner guards.
3. WAINSCOT OR MOLDINGS: Clean and free of any stains or cracks.
4. WALL HANGINGS: Properly secured and level. Consistently clean. Glass clean and frames dusted and properly maintained.

GLASS

All glass including windows and mirrors consistently clean and free of smudges or fingerprints. A lint free cloth and appropriate glass cleaner should be used. All window and mirror trim should be clean and free of dust or debris.

CEILING

Ceiling, fixtures, and vents should be clean and free of dust. Ceiling should be completely sound with no cracks or cuts in paint or surface.

COUNTERS

The cash register counter, food preparation, service area counters, and all other counter areas are clean, orderly and well lit.

In general, the entire counter area, whether cafeteria style, quick serve style or self-service style, should be completely clean and organized. Food work areas for preparation, presentation and service should be "cleaned-as-you-go". Food surfaces should be cleaned on a continuous basis.

1. REGISTER: The cash register should be clean, and the area should be organized (no extraneous papers, etc.).
2. COUNTERS: Service lines should be clean with no loose papers or debris. There should be enough room for the patron to place their purchase and receive their change.
3. BACK COUNTERS: The food preparation and presentation areas should be clean and organized. Food should be fresh and displayed in a neat and orderly fashion.

DINING AREAS

Dining surfaces and chairs/stools/tables are clean, orderly and properly positioned when not occupied. All seats whatever style or type must be in good condition and clean. All furniture should be positioned so it is easy for traffic to move around tables and chairs. Area should not be overcrowded but should look very orderly and organized. Full-service dining areas will normally be more spacious than limited service or cafeteria.

1. BANQUETTE: Wipe down banquette seats thoroughly. Be sure cracks and creases are properly wiped out, back, sides and seat. Table positioned evenly between the booth seats with ample access between tables and ample bag storage area.

2. CHAIRS: All chairs thoroughly cleaned after each meal period. Arms, rungs, and legs must also be cleaned frequently to avoid dust and dirt buildup. Edges of chairs and banquette should not have sharp or rough edges that could tear clothing. Furniture organized in rows allowing proper allocation of space for customer rows.
3. BAR STOOLS: Be sure they are clean and free of cuts or burns. The legs and rungs should be clean and unblemished.
4. UPHOLSTERY: Any tears, cuts or burns in seats, banquetts or other upholstery should be quickly repaired or replaced. If such occurs, repairs must be made within 14 days of occurrence. Seats of all types must be sturdy and strong. Wobbly chairs are not permitted. Missing protective chair leg caps must be replaced within 24 hours or removed from the seating area. T
5. TABLES: Should be aligned so that ample circulation corridors are easily discernible. Underside should be clean and checked frequently for gum or food stuck to bottom. Base should be clean, no dust or scuff marks. If metal, should be polished. If painted, should be clean with no chips. Tables should all be balanced and level, not wobbly or unstable. Only correct casters or dials should be used, not ashtrays, napkins or matchbooks. As soon as guests have vacated a table, the soiled service ware should be immediately removed. Tables should always be cleared quickly.

BUSSING

Dishes, trays, and trash are removed from unoccupied tables, eating counters and service areas every few minutes. Staff should be continually moving through the unit clearing all trash, cleaning all debris, as well as doing necessary spot cleaning. Items used in cleaning and bussing soiled dishes and table linens are clean, well maintained, and removed from the dining area except when in use.

1. SOILED SERVICE WARE: As soon as the use of service ware is completed, either during a meal, or after patrons have left, it should be quickly cleared to the appropriate vehicle: tray, bus tub or service cart.
2. TRAYS, STANDS, TUBS, CARTS: All of these items should be clean and in good condition. Nothing should be brought into the dining area that does not look in top condition, i.e., carts should move easily and be polished clean, and tray stands should be clean. Bus tubs should be uniform in shape and color and clean. Trays should be uniform and clean. These items should be removed from dining area quickly after use.

SERVICE STATIONS

Service stations and condiment bars are clean, organized, and well stocked.

1. GENERAL APPEARANCE: Sides and/or service station is clean and organized.
2. CONSTRUCTION: All doors, drawers, and shelves should be in proper working order and with all appropriate hardware.
3. NAPKINS: If applicable, well-stocked neatly in clean dispensers.
4. FLATWARE: Stocked in separated drawers (plastic utensils - forks in one compartment, knives in another) in adequate quantity and always clean and polished.
5. SERVICE WARE: Items such as cups, saucers, bread and butter plates, creamers, glasses and under liners should all be stocked in adequate quantity and in an organized fashion.
6. STRAWS/STIRRERS: In appropriate containers and well-stocked.
7. CREAMERS: If applicable, well-stocked, chilled, and ready for use.
8. SUGAR, SALT and PEPPER: In packets or shakers, in appropriate container, dry and well-stocked.

9. CONDIMENTS: Items such as ketchup, mustard, A-1 sauce, Worcestershire sauce, Tabasco sauce, honey and other appropriate items should be stocked in appropriate clean, unchipped containers or dispensers, always full and ready for use.
10. COFFEE MAKER: If applicable, clean, and stocked with ready to use coffee and appropriate filters, decaffeinated coffee, tea and other appropriate beverages and condiments.
11. SALT AND PEPPER: Adequate supply of clean, dry salt and pepper to fill shakers.

BEVERAGE STATION

Beverage dispensing area is clean, organized and well stocked.

1. GENERAL APPEARANCE: The beverage area should be very clean, including in front and around beverage equipment and dispensing units.
2. COLD BEVERAGE DISPENSING: The cold beverage equipment such as the soda unit, iced tea unit, lemonade dispenser, milk shake machine, orange juice dispensing or jet sprays should all be completely clean and if stainless steel, polished. All drip trays should be empty and clean. All machines should appear to be in good repair and functioning properly with the appropriate mix of CO₂ and syrup.
3. ICE: Ice bins or dispensing equipment should always be full and clean, with appropriate ice scoop.
4. COFFEE: Coffee dispensing/brewing equipment should be clean inside and out. If it is a stainless coffee urn, it should be polished. All parts should be in place and it should appear to be in good repair and functioning properly. Drip trays or drains should be clean and the area around the coffee unit should be clean and organized.
5. OTHER HOT BEVERAGES: All hot beverage equipment such as hot chocolate machine, electric warmers, espresso machine and coffee pot warmer should all be clean and the area around them organized.
6. CONTAINER DISPENSING: All cup, mug, lid dispensing should be clean and organized by size. Dispenser should be clean and functioning properly and all should be adequately stocked with the correct container or lids.
7. ON TOP, UNDER AND AROUND: All of the beverage areas should be thoroughly clean, this includes not only all parts of the equipment but on top of, around and especially under all pieces of equipment.

BAR

The bar area is clean, well-organized and displays brands.

1. BAR TOP: Clear of soiled service ware and glasses. Clear of dust, debris and spills. Top is free of burns or scratches.
2. BAR SUPPLIES: Neat and organized; stirrers, napkins/coasters, straws, fruits and condiments.
3. BAR RAILS: Arm and foot rails; in good condition, not broken or marred. Clean, and if brass, polished.
4. BOTTLES: Lined up. Clean, no dust. Labels facing front.
5. GLASSWARE/GLASS RACKS: All glassware and racks or shelves should be spotlessly clean and completely free of dust. Adequate supply of all varieties of specified glassware. (Handled properly from base or stem). Full-service bars and lounges should be using glassware. Plastic ware should only be acceptable in limited-service bars or carts.
6. TIP JAR: If applicable, clean and kept in an approved non-obvious location.
7. LIQUOR WELL: Cleaned daily to eliminate odors.

8. ICE BINS, BEER TAPS, FLOOR DRAINS: Cleaned well daily to eliminate the typical bar odor. The bar should always smell fresh.
9. BEER TAPS: Proper pulls (handles) kept clean, in proper working order, facing the patron.
10. SHELVES, DRAWERS, DOORS: All bar shelves, drawers and doors should be in proper working order including hardware and handle.
11. BAR SNACKS: Any bar snacks served should be kept neat and well stocked.
12. SODA GUNS: Area of soda maintained clean and organized as well as properly drained to eliminate syrup buildup and odors.

Sit down areas may serve glass bottles within their areas, however, customers and other Airport patrons are not allowed to take any glass beverage with them.

Sharp objects around bar areas must not be left unattended or easily accessible by the public.

C. MAINTENANCE

REFUSE

All refuse containers within the unit and refuse transportation devices are clean and odor free with a tight-fitting lid.

1. CONTAINERS: Containers in good repair. Containers are not allowed to overflow onto floor. Containers must be cleaned daily. The container shall not be in customer categories of waste. Containers must be cleaned daily or as directed by the Department.
2. REFUSE COLLECTION: Walls, floors, doors, or any other fixture which is in the path from the concession to the central refuse collection point must be clean and in good repair. Any stains or spills on hard floors or carpeting must be cleaned immediately. Any damage to floors, walls, doors or other fixtures must be repaired on a timely basis, except for the immediate collection of refuse. Containers must meet Department standards and approval for various.

GREASE INTERCEPTORS

Grease interceptors must be maintained to prevent drain blockage and/or potential health and safety hazards. A maintenance and cleaning log must be maintained for inspection indicating regular maintenance (daily, weekly, monthly) of the grease interceptor. Response team contact numbers must be posted at each location with working, emergency telephone numbers. A live person must respond to an emergency call within ten minutes. **Oil collection units (AOA-ramp area) must be properly maintained, including periodic pressure washing around the oil container(s).**

EQUIPMENT

Equipment used in the food and beverage unit is clean, operable, and not visibly worn. All equipment, whether used for food preparation or food service, should present a spotless image to the customer. Cash registers, drink dispensers, meat slicers, refrigeration units and all pieces of equipment should be clean and well maintained. All equipment operated by the unit must be cleaned and maintained to ensure that only top quality and safe food products are being served from the unit. Concessionaire must comply with all Federal/State and local Health codes relating to equipment cleanliness and maintenance. All unused, unnecessary, or abandoned equipment must be removed from the unit and the Department to prevent any safety or health hazards.

1. COOLERS AND FREEZERS:

- a. TEMPERATURE RANGE: Every cooler and freezer must have a thermometer in the cabinet, accurate to plus or minus (3) three degrees Fahrenheit, located to measure the air temperature in the warmest part of the cabinet and easily readable from the exterior of the cabinet. Coolers must be operating in the temperature range of 33-45 degrees Fahrenheit and freezers must be operating in the range of 0 to 10 degrees Fahrenheit. All coolers and freezers that indicate temperature readings outside of the required temperature zones must be discontinued from use and repaired immediately or removed from the unit. Any potentially hazardous food product stored in a cooler or freezer that is not maintaining the required temperature ranges must be disposed of immediately.
 - b. MAINTENANCE: All cooler and freezer cabinets must be cleaned monthly to ensure a clean and sanitary area to store food products. Cooler and freezer condenser coils must be cleaned on a monthly to prevent dirt or grease build up on the condenser coils. Dirty condenser coils will cause the cooler or freezer to not operate efficiently resulting in food spoilage or contamination.
2. HEAT WELLS/HOT FOOD HOLDING EQUIPMENT: All heat wells and other hot food holding equipment must be wiped down daily and thoroughly cleaned weekly to ensure a clean and sanitary area to store and serve hot food products. All heat wells and hot food holding devices must have an externally visible thermometer to ensure a minimum internal temperature of 140 degrees Fahrenheit or higher during display and service. Any potentially hazardous food product stored in a heat well or hot food holding area that is not maintaining the required internal temperature must be disposed of immediately.
 3. OTHER EQUIPMENT: All equipment must be cleaned monthly to ensure a clean and sanitary area for food preparation and delivery. Improper equipment cleaning and maintenance will cause equipment to not operate efficiently resulting in potential food spoilage or contamination and/or safety and health hazards. All unused, unnecessary, or abandoned equipment must be removed from the unit and the Department to prevent any safety or health hazards. All food service utensils must be cleaned, sanitized, and stored in a way to protect the utensils from contamination.
 4. CO2 TANKS: Any CO2 or pressurized tanks used or stored on the premises must be secured as required by Federal/State or local authorities.

HAND SINK

All hand-washing sinks are clean, maintained, and available for each employee within the unit. There shall be no boxes, equipment, etc., impeding the employee's ability from properly washing his/her hands. There should be an ample supply of hand soap and hand sanitizer along with proper sanitary towels or other hand drying devices conveniently located at each hand sink.

1. HAND SINK: A separate sink should be maintained for handwashing only.
2. ACCESSIBILITY: The hand sink should be free of obstructions in order to make it convenient for employees to wash their hands.
3. SOAP: The sink is supplied with a dispenser containing hand soaps and sanitizers.
4. TOWELS: The hand sink should have available a sanitary towel dispenser or electric hand drying device located immediately adjacent to the sink.

HOODS

All cooking ventilation hoods, filters and ductwork located in the unit or remote, must be cleaned and maintained monthly to prevent breakdown of the hoods and to prevent any health and safety hazards. A professional service

must be employed to thoroughly clean the hood, ductwork and exhaust fan(s) as required by Federal/State or local codes.

1. MAINTENANCE LOG: A maintenance and cleaning log must be available within the unit for all cooking ventilation hoods, filters, fans and ductwork. This log must include the exhaust fan for the hood and any concessionaire installed grease or debris catching device that may be located on the roof of the building or an adjacent area.
2. ROOF: The roof membrane material must be protected from all damage created by foreign debris or misuse of the roof that may cause premature deterioration of the roof membrane.

PEST CONTROL

All walls, floors, ceilings, equipment, and fixtures must be properly cleaned and maintained. Pest control services must be used at least monthly and maybe required to cooperate with the Department's pest control provider.

All walls, floors, ceilings, equipment, and fixtures must be properly cleaned and maintained to eliminate the presence of rodents, flies, roaches, or other pests that cause health or safety hazards. A professional pest control service must be employed to ensure that the Assigned Premises is maintained in a condition as to prevent the harborage or feeding of insects or rodents. Supportive documents from the professional pest control service must be available for review.

LIGHT FIXTURES

All light fixtures in the unit are clean and turned on when the unit is open for business.

1. All light fixtures should be sturdy and unbroken.
2. All lamps (bulbs) should be specified wattage, type, and color.
3. No lamps should be burned out. When a lamp burns out it should be replaced by the next day.
4. All parts of each light fixture whether floor lamp, ceiling or wall mounted should be clean and in proper working order.
5. All light fixtures, if applicable, should be aimed appropriately as indicated by lighting designer.

D. ACCESSIBILITY

HOURS OF OPERATION

Concessionaire and/or its Sub-tenants shall operate the Locations for business three hundred sixty-five (365) days a year, opening one hour and 30 minutes before the first flight on Concourse E and close no less than 30 minutes prior to the departure of the last flight. The above is to be considered the minimum hours of operations of the Locations.

DELIVERIES

All loading and unloading of goods and fixtures are handled per the Department Rules and Regulations.

1. HOURS: All goods and services are moved to and from the unit during non-peak time as directed by the Department.
2. CURBSIDE: Delivery vehicles are not permitted on the upper drive between 0700 hours and 2000 hours and must be coordinated through MDAD Landside.

3. PATH: All spills, leakages or debris that occur in the delivery zone or path to the concession must be cleaned immediately. Any damage caused to walls, floors or doors during the deliveries must be repaired immediately.
4. AIRSIDE DELIVERIES: Only qualified vehicles, drivers and concession staff will be allowed to handle airside deliveries. Vehicles must have proper markings, drivers must be badged or escorted and all employees on the ramp must have proper ID displayed. And have the appropriate level of insurance coverage.
5. DELIVERY CARTS: Only Department approved carts or conveyances may be used to move goods to and from the concession. Carts and conveyances must be leak-proof, be properly maintained and have a lid which can be locked. Carts should be cleaned daily.

E. OTHER

LIFE SAFETY

The unit meets all security and fire prevention requirements as required by law.

1. EQUIPMENT: Sprinkler systems, fire extinguishers, smoke detectors, fire and security alarms, and ingress and egress paths must meet fire safety and security requirements mandated by law.
2. COOKING EQUIPMENT: All the unit's cooking equipment must be protected by Fire Suppression systems as required by State/ Department Fire Codes. All fire suppression systems must be current with required inspections.
3. Exits The unit meets the security and fire requirements and all exits/doors are functioning properly.

ADA

The unit meets all the applicable standards for accessibility to disabled and handicapped customers specified in the ADA Act.

VISUAL/NOISE POLLUTION

Loudspeakers, television, radios, flashing or blinking lights or any such devices used in a similar manner are not heard or viewed outside the premises without Department approval.

CHANGE

Concessionaire and/or its Sub-tenants shall be always required to change any bill in denomination of twenty dollars (\$20.00) U.S. or less when requested by any Airport user without charge and without the need to procure a sale. Concessionaire and/or its Sub-tenants shall accept all major credit cards and travelers' checks.

LEGAL TENDER

All major credit cards, travelers' checks and at least one other foreign currency of a major country served by airline operating to and from Miami International Airport are accepted. Exchange rates of foreign currencies are at the daily buy rates posted by the airport's money exchange.

MATERIALS

Materials prohibited in the Department's Design Guideline Manuel as well as the Retail Design Guideline Criteria cannot be introduced into the unit after the fact.

II. PRODUCT

A. SERVICE TIME

SPEED OF SERVICE

There is no more important feature of dining than speed of service. Service must be prompt and not cause any wait for the customer or a sale may be lost.

<u>Concept</u>	<u>Greet Time</u>	<u>Service Time</u>
Food Beverage:		
Bar	2 minutes	3 minutes
Quick Serve	1 minutes	3 minutes
Walk Away	1 minutes	3 minutes
Casual dining	2 minutes	Beverage: 3 minutes
		Order: 5 minutes
		Meal: 10 minutes after order

PAYMENT

Once the customer has placed payment on the table, the server returns with the register receipt and correct change within 3 minutes of collecting the check with payment.

PRODUCT PRESENTATION

Menu Authenticity/Honesty: Food must be produced as the menu reads.

1. THE MENU PRESENTED: Whether the review is for a full-service menu or a fast-food menu (sign on the wall), products must adhere to it. The items served must be what the menu says they should be.
2. INGREDIENT DESCRIPTION: Description used in menu terminology should be followed in recipe production for continuity of product service and menu.
3. PORTION SIZE: If portion size is described on the menu in any fashion, it too must be adhered to in food production.

AVAILABILITY

All menu items or specials that are advertised on menu boards, promotional signs or window displays are available to customers. Any items that are no longer available are indicated clearly either verbally or in writing prior to order.

SPECIAL REQUEST

When the customer makes a special request, the server acknowledges and clarifies the request.

Many customers are on special diets, have specific food allergies, or otherwise need to make requests that vary from the normal menu offerings. All servers should be trained to provide excellent service in these situations. (This question should be rated only if evaluator orders.)

1. CLARIFY THE REQUEST: When a customer makes a special request, it is often unclear what problem they are trying to address. The server should not jump to the conclusion that they understand the request but should confirm their understanding with the customer and clarify the special need.
2. MEET REQUEST/OFFER VIABLE ALTERNATIVE: The server should strive to meet all special requests. In situations where a special request cannot be met as specified, the server should provide another alternative

that addresses the overall need in another way. For example, another dish may be more readily varied or ingredients more altered that the customer would not be aware of. While the alternative may not meet the preference of the customer it must meet the dietary issue to be viable.

SELECTION

The unit is in stock on 95% of the menu items listed in the *Unit Menu List* and does not contain any items which are specifically prohibited. Product expressly prohibited by the Department may not be displayed.

PORTION SIZE

The portion sizes of specified menu items meet or exceed the Department Agreement in all cases.

B. MENU

A current menu is available at the entrance of the unit; it is prominently displayed, well-lit and easily readable.

It is very important that patrons can check the menu selection and the prices prior to entering the restaurant.

1. PROMINENT DISPLAY: Either a menu board or a copy of the menu should be prominently displayed at the entrance of the restaurant. If the front of the unit is designed to have a side opening that would diminish the impact of a window display, then there should be a separate display for the menu in the opening. The display should be visible from 10 feet and positioned to be visible to the flow of traffic.
2. WELL LIT: There should be spotlights directed at the posted menu both to call attention to the menu and to improve readability.
3. READABLE: The typeface, color of type and lighting should all contribute to easy readability of the menu. The prices and menu item descriptions should not be in small type that is not readable from 2 feet away.

MENU SELECTION

For all *Key Menu Categories*, the unit should offer a range of at least 5 different choices, sizes and/or price levels.

The evaluator will need to bring the Unit Product "Key Menu Category" List. The evaluator will need to review all the relevant Menu Categories for the appropriate range of size, price, choice and branded merchandise.

SIZE: Many food items could be offered in a range of portion sizes (e.g. ½ sandwich or medium pizza). Beverage items can also be offered in a variety of sizes (e.g. 12 ounces versus 24 ounce).

PRICE: Where there is a range of choices of size and brand, there should also be reflected a range of prices which vary at least 10%.

CHOICES: Menu items should display different choices within categories. For example, at least 5 different types of sandwiches should be offered which reflect a variety of ingredients to appeal to a range of customers.

BRANDING: National and Regional brands should be offered to consumers for both food and beverage items in the specified menu categories.

CHILDREN MENU

Menu should include at least one children's plate offered at a reduced price.

QUEUE

Queue area (line up): The pre-service area should be clean to present the correct first impression of the operation. Pre-approved Department stanchions should be used if necessary, to curtail queuing into common areas. Customer lines should be prevented from encroaching upon common areas using stanchions if necessary.

1. SIGNAGE: There should be directional and informational signage that explains the system. Signage should be clean and easily understood so patrons move easily into the format of service.
2. FACING: The front of the service line area (facing the patron) should be well cleaned with no visible signs of soil or wear.
3. TRAY PICK-UP (IF APPLICABLE): Trays stacked neatly and in adequate supply. Trays clean, fresh smelling, and stacked neatly. Tray slide clean and sturdy. (Applies also to self-service counters or cafeteria lines.)
4. DISPENSERS: Any dispensers, which are part of the line area, should be clean and fully stocked.
5. SERVICE WARE: Any service ware, flatware, napkins or other supplies should be kept clean and in adequate supply. Also notice proper handling techniques. Service ware should be of an appropriate style for the unit under review, i.e., plastic ware or paper ware will only be acceptable in very limited or to go style operations.

LINE

Line Presentation: This section applies only to line service such as cafeterias or self-service-style operations. The line presentation should be consistently appealing.

1. COLD FOODS: All items should look appealing as they must basically sell themselves. Cold foods should be displayed in refrigerated cases or bins. There should be just enough items on display but not so many as to make the area seem over-crowded. All items should look fresh and bright, as if they just made. Lettuce should look crisp and fruits and vegetables should look like they just came off the vine, exhibiting bright colors and a firm, fresh appearance. If a plastic wrap must be used (and if possible, it should be avoided), it should be used neatly. Ice bins should be full of ice and the entire food area should be well stocked and clean and should never (while the unit is open) look like supplies are low or like quality is in any way deteriorating. Service lines should always look abundant.
2. HOT FOODS: Hot foods are more difficult to hold for periods of time than cold food. Under heat, foods will dry out and deteriorate much more quickly. Products held benefit by being in or having a liquid sauce that will help keep the product moist. Products must be held at an adequate temperature for service and safety (140°F to 160°F). All hot foods presented on a service line should look fresh (no dried edges or film on top) and appealing. Garnishes should be used to enhance the basic appearance and to add color to the foods and line area. Hot foods should be kept in good supply and pans or containers of food product should not be less than half full. Fresh product should always be added to keep the presentation full and fresh. Hot products should be stirred or mixed, if applicable, before serving. Hot foods should also be covered to keep in both the heat and the moisture.
3. PRODUCT ROTATION: All products to be served, including beverages or hot or cold foods, should be properly rotated using the First In, First Out method of control. If products are of standard quality, serve the oldest ones, or the ones delivered to the unit first. This should be a general evaluation by looking at a group of products.
4. DISPLAYS: Any displays of any type to be done on a service line should be as authentic as possible and must be maintained in a consistent way. When a display cannot be properly kept up, it should be removed. This could include, artificial food replica displays and anything from hanging meats to baskets of fruit or displays of canned or bottled products.

6. EYE APPEAL: Foods on service lines need to sell themselves. They need to jump off the line to a patron and say, "Buy me". A certain sensitivity to eye appeal is necessary to make this happen. Food products should be in clean, attractive containers and arranged for texture variance, color and contrast. These points will make the food more tempting.
7. COLOR: The color should be as natural as possible and as fresh. For example, a carrot that is bright orange is much more appealing than a carrot that is pale and withering.
8. TRUE TO TYPE: The item should look true to type. For example, a steak should look like a steak and not like a stew of chopped up steak.
9. TEXTURE: The appearance of the texture should be pleasing to the eye and true to type. For example, a stew that should be made of cubed beef should not be shredded.

FOOD PREPARATION

Food preparation: Visible Hot and cold food areas include preparation, presentation and service, and these areas should be clean and organized. The local health inspector inspects non-Visible kitchen/prep area.

1. BACK UP/STORAGE: In front of or behind the line, the storage of supplies and food in refrigeration, on counters or in containers should be neat and organized. This is the storage of raw products or ingredients used in final preparation and service of product. Foods should be properly handled, i.e., perishable items refrigerated. All foods should be neatly displayed and kept in very clean areas. Supplies of any service ware such as plates, bowls, cups or wraps should be neat and organized. Cleaning supplies must be separate from food storage facilities within the premises. All food deliveries and staff personal belongings must be kept out of view of the customer.
2. REFRIGERATION/DISPLAY: All visible refrigeration and display units should be completely clean and organized. No fingerprints on glass, polished stainless steel. Products stored in these units should be neatly displayed. Area should be clean around on top and under all cases.
3. PANTRY AREA (SALADS/SANDWICHES) PREPARATION: Preparation areas must always be well maintained and very clean. Food and other waste should be continually picked up and disposed of properly. The "clean as you go" principle should be implemented here. As raw products are removed from storage, what is needed should be used and the container replaced quickly. Cutting boards and work areas should be clean and properly maintained.
5. GARBAGE: Adequate garbage containers should be provided and emptied frequently. These containers should be clean and as much as possible kept out of view of patrons.
6. HOT FOOD AREA: The area of hot food preparation should be clean and maintained as for the pantry area. The same rules always apply to keeping the food preparation area clean.
7. HOT FOOD TO ORDER: Some units may have an area of hot food preparation made to order. These specifically should be carefully watched to be clean. Patrons will always watch more carefully when something they have ordered is being made in front of them. Utensils, including pots and pans should be removed or cleaned immediately after use and the general area kept very clean.
8. STEAM TABLE: A steam table or heat lamp will be used for holding prepared hot foods. The unit itself and the pans that sit within it should be clean and they should fit together properly. The area must be continually wiped up as food is served to eliminate spills or drips. Utensils used for serving should be clean and intact. There should be no open spaces in steam tables to allow steam out. All areas should be covered.
9. ICE BINS: Ice bins used for chilling foods or beverages should be full of fresh ice and be free of soil or condensation. This means that they must be continually wiped cleaned and filled.

10. OTHER FOOD PREPARATION: Any other aspects of food preparation not listed above should, as with the above sections, be clean, organized and maintain a very neat appearance for the public eye.
10. GENERAL COUNTER AREA: Review the general areas of front and back counter cleanliness, organization and presentation.

DESSERTS

Dessert, salad, and pastry area: Areas of the unit serving and displaying desserts, and pastries must be consistently clean and organized.

1. DISPLAY CASE: The display case should be clean inside and out and be well organized. Desserts or pastries should be properly plated and covered or wrapped if appropriate.
2. ICE CREAM CABINETS: Ice creams will be stored in an ice cream freezer that should be clean inside and out. There should be no great accumulation of ice on the inside, and the scoops or dippers should be held in a dipper well with fresh water flowing into it, and throughout.
3. SERVICE WARE: Dishes, plates, bowls, glasses, cups, baskets, or cones for pastries, desserts, and ice creams and salads should be stored in neat, organized fashion in adequate supply and be of an appropriate style for the unit.
4. UTENSILS: Utensils, plates, and platters used in the service of desserts or salads should be clean, intact, and cleaned after each use.
5. ICE CREAM MACHINE: If an ice cream machine is used, it should be very clean outside and have all operating parts, including the tank, cleaned after each use.

SELF-SERVICE

Self-Service Bar: Salad bars or other self-service type bar areas must always be maintained in maximum cleanliness. Items should be well-stocked and organized.

1. PHYSICAL UNIT: The self-service bar should be sturdy and well maintained. Every surface area (paint, tile or other uniform finish) should be clean and free of debris, outstanding marks or defects.
2. HOLDING AREA: The space provided for self-service items should be clean and well finished. If it is an ice bin it should be water-tight with a drain and the ice should be full and look fresh.
3. SNEEZE GUARDS: Guards required by the Health Department to help keep aerobic germs away from fresh foods, usually made of glass or Plexiglas should be sturdy, clean and unscratched.
4. HOLDING CONTAINERS: The containers used for the food (baskets, bowls, dishes, platters, pans, crocks) should be clean and unchipped.
5. PRODUCT: Food products should be neatly displayed, and all items should look fresh. Foods should only be in their appropriate containers and not on the ice or physical body of the self-service bar.
6. FLOOR AREAS: Floor areas around the self-service bar should be continually checked for cleanliness.
7. LIGHTING: The self-service bar should be well lit so patrons can easily help themselves.
8. SERVICE WARE: Platter, bowls, or other service ware should be neatly arranged in a clean area, in adequate supply, including trays and tray slide area.

EXPIRATION

All the products offered for sale that have a product expiration date are at least 2 days prior to the expiration date.

PORTION - PRICE - VALUE

A cross section of food is satisfactory in terms of appearance, temperature, taste and portion size.

1. APPEARANCE: The item should be appetizing, pleasing to look at. It should be fresh, and the color should be as natural as possible. The item should be “true to type.” A steak should look like a steak and not a stew. The texture should be appealing; solid foods should be solid not mushy.
2. TEMPERATURE: Hot foods should be served at 140 – 160 degrees and should be hot when the customer eats them. Items should not be overheated in a microwave so that it is necessary to wait 10 minutes to eat them. Similarly, cold items should be cold.
3. TASTE: Food should taste fresh, moist and “true to type.” Fresh cold food is firm and crisp. Fresh warm food is moist, aromatic, and firm. Food should never be greasy, limp or dried out. Food that is “true to type” meets the expectations of the customer. If the customer orders a hamburger then they should receive an item that looks, smells, and tastes like a hamburger.
4. PORTION SIZE: If items are offered as standards menu items (as opposed to appetizers, side salads, etc.) then the portions size should be sufficient to serve as a meal for an average adult. In general, the portion size should be consistent with a “no surprises” standard. The customer should not notice the portion size as a part of their dining experience.

C. PAYMENT

MARKET BASKET

The Department has instituted a Market Basket policy to ensure that Airport prices are comparable to retail outlets in the Miami-Dade County, Florida area. This reinforces our objective of making Miami International Airport the most “passenger friendly” airport.

Numerous analyses have shown that when an airport passenger understands that the prices for discretionary items are posted, an increase in capture and sales volume occurs.

Therefore, the policy is as follows:

The Concessionaire shall determine Market Basket, by surveying a minimum of 3 convenience stores (excluding stadiums, arenas, amusement, entertainment venues and hotels) in Greater Miami Area to determine the average price for a particular good or service. The Concessionaire’s store prices shall not exceed by more than fifteen (15%) of the Market Basket.

- A. Same Store: For any or all operations where a Concessionaire currently operates the same or similar store in the Miami-Dade County area, the Concessionaire may not charge more than **fifteen percent (15%)** higher charges at the Airport for like or similar item, portion or serving. The Department has the right to survey prices at said store and to use these prices for same or similar merchandise as the primary basis for pricing in leased Locations in all Locations.
- B. Concessionaire shall request approval from the Department in advance of any proposed increase in the sales price of the goods and services offered for sale by the Concessionaire.
- C. All goods and services shall be sold in accordance with the prices approved by the Department.

Price Increases: The Concessionaire must receive written approval from the Department to increase the price of any item sold or offered by the Concessionaire or its Sub-tenants, and any such request must be accompanied by a price survey. The Department reserves the right to visit said price survey and verify price prior to approval.

Price Check Policy: Prices may be checked periodically to assure compliance with this policy. A selection of items, picked at random from any Location, is compared to similar items in the price survey. The Department may appoint professional shoppers to survey and shop Locations. The Concessionaire or its Sub-tenants who are not in compliance are given seven (7) days to bring all products into compliance. Failure to do so will result in penalties, pursuant to the Lease and Concession Agreement and may result in the Concessionaire being in default of the Agreement.

RECEIPT

The register receipt given with purchase includes individual prices for each menu item, sales tax, and a total sales price. Each total is accurate; the price of each item should match posted prices and the computation of the total sale should be correct.

CREDIT CARDS

The unit accepts at least 3 different credit cards as a means of payment.

COMMENT CARDS

The unit has customer comment cards within sight of the customer at each register.

CHANGE

Upon request, the sales staff provides change to a customer who is not making a purchase – efficiently and courteously.

REFUNDS

Each unit has a written exchange/return policy that allows customers to return or exchange merchandise within reason and which is fully implemented by the sales personnel without supervisory approval.

1. EXCHANGE/RETURN POLICY: A clear policy concerning the circumstances when products/menu items may be returned or exchanged is available in writing and in view of the customer.
2. CUSTOMER FRIENDLY POLICY: The policy is consistent with other restaurants off Department and is easily understood by the customer. The conditions under which exchanges, and returns are allowed are clearly described and allow a degree of customer flexibility.
3. POLICY IMPLEMENTATION: All members of the sales staff have the authority to approve exchanges and returns that are consistent with the policy.

D. PROMOTION

PROMOTIONS

There is always a special promotion ongoing in the unit and it is changed at least monthly. Holiday and Special events are timely.

1. SPECIAL PROMOTION: Special promotions include special events, Holiday events, and value activities/product promotions such as gift with purchase and “buy so many get so many free” promotions. These special promotions should be the highlight of unit presentation.

4. TIMELY EVENTS: All Holiday events should begin no later than 3 weeks before the Holiday and should be removed no later than one week after the Holiday. Similarly, the timing of Special events to coincide with a local festival, sports event, or product introduction should closely coincide with the event.

GRAB & GO

Express meals should be available for passengers who do not have time for the meal to be prepared and packaged.

For the convenience of the customer, the facility must offer an effective "To Go" packaging program to allow customers to carry their meals onto the airplanes, except for alcohol, which is not permitted. Grab-n-Go locations are not permitted to sell glass bottled beverages/products to the public. Grab n Go may pour the contents into a plastic container for the customer.

III. PEOPLE

A. CUSTOMER SERVICE

SERVICE PRINCIPLES

The staff demonstrates the "principle of service" by performing at least all the following actions:

1. Greeting and smile on arrival
2. Product knowledge
3. Suggestive selling

ACKNOWLEDGEMENT

Every customer is immediately acknowledged with a greeting and a smile.

ORDERING

When a customer is deciding on an order, staff describes the distinguishing features (i.e., portion size, ingredients, special seasonings, and price) accurately prior to purchase.

UP SELLING

Staff offers the customer the opportunities to "trade up" to higher quality or higher value merchandise.

1. GREETING AND SMILE: The first friendly "hello" sets the standard for service in the unit and creates a sense of ease for the customer. A smile is invaluable in reinforcing the sincerity and welcome of the greeting.
2. PRODUCT KNOWLEDGE: Every staff member should be completely knowledgeable about menu, portion sizes, prices, and important menu item features.
3. SUGGESTIVE SELLING: All staff, including the cashier, has opportunities for suggestive selling. Simple questions like "Did you find everything you were looking for," invites the customer to reflect and possibly lengthen the dining experience. More sophisticated approaches such as "If you like this product than you may be interested in this product that we just got in" create an opportunity for the customer either at this visit or on return visits.

CUSTOMER FEEDBACK

Wait staff must request customer feedback at various times of the meal.

Wait staff must be observed asking for feedback or satisfaction, at a minimum, four times:

1. when the meal is served,
2. five minutes after the meal is served,
3. ten minutes after the meal is served, and
4. upon the conclusion of the meal.

SUGGESTIVE SELLING

The cashier demonstrates salesmanship and product knowledge through the following activities:

1. Suggestive selling
2. Inquiring about customer satisfaction and addressing problems
3. Assisting in the purchase decision by helping to determine customer needs or suggesting/locating merchandise.
4. Answering the Question "What is new?" with an appealing description of new products.

The cashier is a key ingredient of a successful operation. This is the person who often creates the first impression for the store and always creates the last impression. The cashier must be able to make fast decisions that will save a sale. The actions above indicate that they are active members of the sales team.

1. SUGGESTIVE SELLING: Simple questions like "Did you find everything you were looking for? And "Did you see our special on ...?" invite the customer to interact and possibly lengthen the dining experience. More sophisticated approaches such as "If you like this product than you may be interested in this product that we just got in" create an opportunity for the customer and increase the profits for the unit.
2. CUSTOMER SATISFACTION: A simple inquiry about customer satisfaction can often open the door for the unit to correct a bad first impression. The cashier is in the best position in the unit to make these inquiries of all customers and to know how to follow up and correct the problem.
3. PRODUCT KNOWLEDGE: The cashier should be knowledgeable about menu selections, prices, and features. The cashier should be able to describe all the new products, special promotions, and/or sales opportunities.

STAFFING

Staffing levels meet the standard of one service staff member for every 12 customers and/or sufficient cashiers to keep the register line under 6 customers.

The sales manager, service staff and cashiers represent a team that needs to co-ordinate actively in order to provide excellent customer service. The store management needs to assure that there is enough staff on hand to meet customer needs for information and purchase. The staff members need to change roles to meet the needs of customers present in the unit at any point in time. Service staff should easily transition into cashiers, opening new registers when the line exceeds 6 customers. Similarly, cashiers may be called upon to assist customers if there is no register line and customers are waiting for product information or service.

CUSTOMER SERVICE

All staff members are aware of the customer service policies, capable of applying them to transactions and can access any necessary materials.

1. FAMILIARITY WITH POLICIES: Each staff member should be familiar with the customer service policies and able to access a written copy of the relevant policy for the customer.
2. APPLY THE POLICY: Staff should be able to readily apply the policy to the situation before them. They should have the comprehension and the authority to complete the transaction.
3. ACCESS TO MATERIALS: In situations where special certificates, forms or other reference materials are required, staff should be able to access those materials directly, without delay or questioning of other employees.

B. PROFESSIONALISM

ENGLISH

All staff members speak English to all customers except when attempting to assist a customer who speaks a foreign language.

ACTIVITY

All employees that are visible to the customer are actively engaged in either doing their respective jobs.

CUSTOMER FIRST

All concession employees respond to each customer immediately and place the needs of the customer first.

1. ACKNOWLEDGEMENT: When a customer enters the facility, the concession employees must be visible to the customer and shall discontinue any secondary assignments or activities and assist the customer immediately.
2. PERSONAL ACTIVITIES: While on the sales floor, employees shall not be allowed to read books or magazines, watch TV, listen to a personal electronic device, or any other activity which would distract the employee from his primary focus of providing excellent customer service.
3. ATTENTIVENESS: Whether the employee is cleaning the facility or restocking inventory there is no more important action than responding to a question or a request from a customer.

If asked a question, employee must respond immediately or involve the appropriate staff to assist the customer in meeting the request. There should be no circumstance where two employees are having a discussion that impedes customer service or where an employee is unwilling to try to assist the customer.

POSITIVE ATTITUDE

All concession employees are positive and constructive in their interactions with customers and with each other.

AWARENESS

All employees in the unit demonstrate an awareness of the unit, the unit menu offerings, and the Department in general.

Employees should react to all things in their work environment with an awareness of their job responsibilities and how those responsibilities are impacted.

1. UNIT AWARENESS: Employees should have a thorough understanding of the concept and quality level of the unit in which they work, individually and as it relates to other units in the Department environment.
2. PRODUCT AWARENESS: All sales staff should be completely aware of the products and menu items being sold. This includes what all the items are, how much they cost, and any special features. In addition, staff should be aware of all promotions, current and upcoming, and new products being offered.
3. DIRECTIONAL INFORMATION: Employees should be aware of the whole picture, capable of directing travelers to exits, specific airlines, check in, baggage claim, ground transportation, rest rooms, and other amenities. This will involve a familiarity with the location of other concessions as well.

C. APPEARANCE/CLEANLINESS

UNIFORM

All unit personnel are wearing the proper uniform, the uniform is clean, and they each are wearing a name badge.

Each different unit will have a different uniform to fit with that unit's atmosphere. The uniform should be worn exactly to specification without variation or modification.

1. SHOES: Worn to specification or standard and kept properly clean and polished. No holes or worn spots should be allowed.
2. SOCKS: Worn to specifications in color and should be of proper style.
3. STOCKINGS: Women working in short skirts or dress style uniforms must wear stockings of some type. Uniforms standards will specify color.
4. PANTS/SKIRTS: Pants and skirts must be to specification and of proper style and color. Variations should not be allowed, and pants and skirts should be kept spotlessly clean and always well pressed and maintained. They should also be properly fitted.
5. DRESS: If the specified uniform is a dress style outfit, it should follow the same rules as number 4 and always be well cleaned and pressed.
6. SHIRT/BLOUSE: Shirts and blouses should be worn to specifications and always be the proper color and style. They should fit properly with no missing buttons. White shirts or blouses should be washed properly to stay very white. Shirts and blouses should always be well pressed.
7. TIE: If specified, tie should be standard for employees and should be kept clean and well pressed. Ties with spots or pulls should be changed.
8. JACKETS/COATS/VESTS: Jackets, coats, vests, or other over garments should be worn only to specification and always clean and well pressed with no holes or stains.
9. COLOR CONTINUITY: All uniforms should have good color fastness to maintain a consistent color and tone from uniform to uniform. Colors will tend to fade but all efforts should be undertaken to have color continuity.
10. ADDITIONS: Employees should not be allowed to add to their uniforms such as sweaters, undershirt, etc. Items worn that are visible and not part of the uniform should not be allowed.

HYGIENE

Employees with inferior personal hygiene are not allowed to work.

Personal Appearance: The look of each employee should be maintained at the best possible level.

1. GENERAL: Appearance of the staff is very important. It will make a first and lasting impression on the patron. All front of the house employees should be required to maintain the highest possible standards regarding personal appearance.
2. HAIR: Should be neatly trimmed and combed and off the face and shoulders. Hair reaching the shoulders must be worn up or tied back. Hair must be clean.
3. NAILS: Should be clean and well-manicured, not too long and no loud nail polish should be worn. Chipped polish should be repaired.
4. JEWELRY: Minimum amounts of subdued jewelry should be worn. Earrings should be short and not loud. In general, jewelry worn should be kept simple and not be in excess.
5. MAKEUP/PERFUMES: Makeup and perfume should be subtle and like jewelry kept simple and never worn in excess.
6. INSPECTION: Before each shift in the unit operation, managers should pay special attention to checking and reviewing the appearance of their staff. Personnel not meeting standards should not be allowed to work.

SANITATION

Cleaning and sanitary practices within the food & beverage unit are one of the most important areas within the unit. All employees must follow appropriate guidelines to ensure cleanliness and sanitation of the food & beverage unit on an ongoing basis. Concessionaire and subcontractors (if applicable) **must** provide a Sanitation Plan in accordance with MDAD Operational Directive OD-21-01 'Food & Beverage Sanitation Plan' on an annual basis every October 1st.

Unsanitary acts such as uncovered coughing and sneezing, improper hand washing, open cuts, or sores, etc. create a potential health risk to customers as well as other employees. Proper hand washing shall be used to prevent potential health risk to customers and other employees. The unit should have a procedure, which clearly specifies "fitness for duty," which is followed in all cases. Remember: cleanliness is the absence of dirt while sanitary is the control of bacteria to an acceptable level.

1. HAND WASHING: Proper hand washing should be used before starting work, after restroom usage, after smoking, eating, drinking or as often as is necessary to keep hands clean and sanitary to prevent any health risk to customers.
2. SANITARY GLOVES: Sanitary gloves must be worn by the food preparation or service employee if the employee has minor cuts or wounds on their hands. The use of sanitary gloves does not relieve the employee of following proper hand washing requirements. Sanitary gloves need to be used and disposed of as directed by applicable Health codes.
3. HAIR RESTRAINT: Hairnets, hats, scarves, or similar hair coverings that effectively restrain head and facial hair shall be required for all employees working in food preparation areas. Employees working in other areas of the food unit shall arrange their hair to prevent the contamination of food, equipment, and utensils.
4. EMPLOYEE HEALTH: The employees of a food & beverage unit should refrain from working when they are sick due to the potential health and safety issues with customers. Uncovered coughing and sneezing are a health risk to customers as well as other employees. The unit should have a procedure, which clearly specifies "fitness for duty", which is followed in all cases. This procedure must be available for review by the evaluator.
5. CROSS CONTAMINATION: Employees of the unit must not be seen in activities that will lead to cross contamination.

6. EMPLOYEE BREAK AREAS: Employees may only eat, smoke, or drink in the designated areas. Employees may not eat, drink, or smoke in the food preparation or service area of the unit.
7. Social Distancing / Sanitation Requirements: Please refer to Miami-Dade County, State of Florida Department of Health and CDC guidelines.

MONEY HANDLING

No unit employee handling money or having made change for a customer can proceed to touch food items without first washing his or her.

D. POINT OF SALE OPERATIONS

CASH REGISTER

Cash registers have a serial totalizing unit, a non-resettable grand total, and provide a date/time for each time the register is opened.

The cash register drawer shall always be kept closed except as necessary to make a sale, make change, or for a routine audit.

TRANSACTION MONITORING

Every transaction is recorded on the register. Where visible monitoring of the register is specified, sales totals will be visible to the customer within 10 feet.

TIMELY RING

Sale was rung up timely, accurately, with a "thank you" and an invitation to return. (*direction for payment?*)

The final impression left with the customer is at the register. The cashier has an opportunity to cement a positive dining experience in the customer's mind by efficiently and effectively handling the check out. Efficiency and effectiveness are defined in the following elements:

1. TIMELY: The register line should not exceed three customers and the wait should not exceed 30 seconds per customer. Therefore, in the worst case, a customer may wait 1 ½ minutes at the register.
2. ACCURATELY: The register receipt reflects the price of the item(s) as marked, any taxes are reflected accurately, and the total is correct.
3. THANK YOU/INVITATION TO RETURN: The cashier should thank the customer for their purchase and invite them to make a return visit to the store.

TRANSACTION PROCESSING

All employees who act as cashiers can operate the cash register, including credit card machines and validation procedures, and are able to perform routine maintenance rapidly.

Register delays should never be caused by the inability of staff to operate the register or perform routine maintenance on any of the equipment needed for check out. All staff that periodically acts as cashiers, whether as overflow or full time, should be proficient in the use and maintenance of all equipment.

1. REGISTER OPERATIONS: The staff should be able to ring up sales accurately, make the correct change, accept credit cards as payment and access the appropriate validation information.
2. REGISTER MAINTENANCE: When there is a problem with the register, all cashiers are capable of diagnosing and fixing the problem. Whether the problem is an inaccurately programmed price, the

need for a new register tape, or the need for additional credit slips, every staff member should be able to perform these and other maintenance tasks without asking other staff members or searching to find the necessary materials.

RECEIPT

Every customer is offered a receipt that lists the price of every item purchased, a subtotal for the merchandise purchase, any applicable taxes or fees and the total.

QUEUE

To meet the requirements of service time addressed in this section of the standards, register lines must be minimized, not only to relieve the stress of a passenger's perceived discretionary time, but also to maximize sales. Customers who perceive the wait times to be long will leave the line and either go elsewhere or decide not to make a purchase. If all registers are already open, a manager must, within 30 seconds, enter the register area to expedite the service.

IV. SECURITY / RAMP OPERATIONS

A. SECURITY PLAN

Concessionaire must provide a detailed security plan to M&AD Security for approval prior to commencing operations. The Security Plan must include emergency contact information of key operational employees, compliance with TSA prohibited items (e.g., sharp objects, unsecured kitchen doors, etc.) and process for securing gates and location in general.

GLASS CONTAINERS

1. Sit down areas may serve glass bottles within their areas, however, customers and other Airport patrons are not allowed to take any glass beverage with them. Grab n go locations may pour the contents into a plastic container for the passenger to take with them.
2. Grab n Go's may not sell glass bottles or other glass containers.
3. Utensils – the utensils provided to customers must be plastic with no pointed or sharp edges.

B. RAMP OPERATIONS

RECYCLING

Concessionaire are encouraged to actively promote an in-house recycling program. The following recycling standards must be observed by all Concessionaires on the ramp area.

Recycling Containers – Concessionaire's employees must only place recyclable materials in the respective recycling containers. Do not place garbage in recycling containers and/or dump recyclable materials outside the containers.

Recycled Cooking Oil Bins – The concessionaire is responsible for the maintenance and cleanliness (pressure wash area every two (2) weeks) of the container used and its surroundings. Cooking oil bins must be secured with a padlock and the bin properly identified

/ labeled with concessionaire's name and contact information. Concessionaire's that have recycled oil bins on the ramp area are required to install a rubber or polyurethane oil retaining pad (retainer around the bin) under the bin to prevent leaks or spills to runoff into ramp area. Cooking oil bins must be secured with a padlock and the bin properly identified / labeled with concessionaire's name and contact information. Penalties will be assessed by the Department if conditions are not met.

Cleaning Grease Trap and Recycled Oil Bins – Concessionaires are required to clean the areas bi-weekly or immediately in the event of a spill. Cleaning must be performed in a controlled manner to avoid runoff into ramp area and further increasing a hazardous condition for ramp employees.

GARBAGE BINS/COMPACTOR

Concessionaires' employees must dump garbage inside garbage bins and compact the load accordingly. In the event the bins are full, please contact MDAD Concessions immediately. Under no circumstances should bag or other garbage be tossed outside the bins.

UNSECURED EQUIPMENT / DEBRIS

All equipment must be secured and stored in a safe area that does not interfere with ramp operations. Equipment must be attended at all times and other items such as pallets and other containers must be properly stored and away from ongoing ramp operations.

GREASE TRAP AND GREASE LINE MAINTENANCE

The Concessionaire is responsible for the scheduled maintenance of their grease traps and respective lines. Lines must be jetted periodically every quarter. Penalties will be assessed by the Department if conditions are not met.

IMPORTANT: DUE TO THE HAZARD OIL / GREASE SPILLS PRESENT TO RAMP EMPLOYEES, ALL SPILLS MUST BE IMMEDIATELY CONTAINED AND CLEANED BY THE CONCESSIONAIRE.

V. DAMAGES

The Department may impose damages and / or other penalties as specified in the lease and concession agreement.

Exhibit M

**Signed Labor Peace Agreement
(from Concessionaire)**

DRAFT

Exhibit N

Implementing Order 3-58 – First Source Hiring Referral Program

<https://documents.miamidade.gov/ao-io/IO/IO-03-58.pdf>

DRAFT

Appendix I

Airport Concession Disadvantaged Business Enterprise Participation Plan/ Provision and Schedules 1 through 8

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APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
PARTICIPATION PLAN/PROVISION

I. DEFINITION:

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

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

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

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

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

APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
PARTICIPATION PLAN/PROVISION

II. ACDBE PARTICIPATION PLAN

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

- 1) A draft contractual obligation document with ACDBE firm(s), Executed ACDBE Utilization Form (**ACDBE SCHEDULE 1**); executed Schedule of Participation (**ACDBE SCHEDULE 2**) and executed Letter of Intent (**ACDBE SCHEDULE 3**) by the Proposer of the percentage of participation by an ACDBE Firm the Proposer intends to have in this agreement and how the Proposer intends to achieve such stated participation. The County may ask Proposer to clarify or correct information provided in the Schedule of Participation (SOP) or Letter of Intent (LOI) within 48 hours of submittal time.
- 2) Below is the documentation which will be required as part of the Proposer's ACDBE Participation Plan; Sub-concession or Joint Venture Agreements for any one or combination of the following:
 - (a) If Proposer intends to meet the ACDBE goal as an ACDBE itself, the Proposer shall submit:
 - 1) Executed ACDBE Utilization Form (**ACDBE SCHEDULE 1**);
 - 2) An executed Schedule of Participation (**ACDBE SCHEDULE 2**);
 - 3) Executed Letter of Intent (**ACDBE SCHEDULE 3**);
 - 4) ACDBE **Certification Letter or proof of certification** from the Florida Unified Certification Program (FLUCP) at (850) 414-4747 or from their website at <https://www.fdot.gov/equalopportunity/>; or from Miami-Dade County's Office of Small Business Development (SBD) at (305) 375-3111 or from their websites at <https://www.miamidade.gov/smallbusiness/> or <https://mdcsbd.gob2g.com/>;
 - 5) Explanation of participation by the ACDBE Firm in management and day-to-day operation; and,
 - 6) Financial participation by the ACDBE Firm Proposer in gross revenues from this agreement.
 - (b) If Proposer intends to meet the ACDBE goal as a Partnership or Joint Venture, the Proposer must submit:
 - 1) Executed ACDBE Utilization Form (**ACDBE SCHEDULE 1**);
 - 2) Executed Schedule of Participation (**ACDBE SCHEDULE 2**);
 - 3) Executed Letter of Intent (**ACDBE SCHEDULE 3**);
 - 4) Proposer is required to submit a draft Partnership/Joint Venture (JV) agreement at bid submission that meets Joint Venture Guidance by U.S. DOT – FAA (**ACDBE SCHEDULE 8**);
 - 5) Successful Proposer is required to submit an executed Partnership/Joint Venture agreement prior to submission for Board Approval;
 - 6) An explanation of participation by the ACDBE participant in the management and day-to-day operations;
 - 7) Financial participation by the ACDBE Firm to meet the ACDBE participation in gross revenues;
 - 8) ACDBE **Certification Letter or proof of certification** from the Florida Unified Certification Program (FLUCP) at (850) 414-4747 or from their website at <https://www.fdot.gov/equalopportunity/>; or from Miami-Dade County's Office of Small Business Development (SBD) at (305) 375-3111 or from their websites at <https://www.miamidade.gov/smallbusiness/> or <https://mdcsbd.gob2g.com/>; and

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AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
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- 9) Experience of ACDBE joint venturer or partner must be listed on the Experience Sheet. **(ACDBE SCHEDULE 4)**
- (c) If the Proposer intends to meet the ACDBE goal, with sub-concessionaire(s), the Proposer must submit:
 - 1) Executed ACDBE Utilization Form **(ACDBE SCHEDULE 1)**;
 - 2) Executed Schedule of Participation **(ACDBE SCHEDULE 2)**;
 - 3) Executed Letter of Intent **(ACDBE SCHEDULE 3)**;
 - 4) Proposer is required to submit a draft sub-concession agreement at bid submission;
 - 5) Successful Proposer is required to submit an executed sub-concession agreement prior to submission for Board Approval;
 - 6) A listing of those activities which the Proposer intends to subcontract and the estimated percentage of gross revenues such subcontracted services will represent of the gross revenues from all activities under the agreement that will be subcontracted;
 - 7) ACDBE **Certification Letter or proof of certification** from the Florida Unified Certification Program (FLUCP) at (850) 414-4747 or from their website at <https://www.fdot.gov/economicopportunity/>; or from Miami-Dade County's Office of Small Business Development (SBD) at (305) 375-3111 or from their websites at <https://www.miamidade.gov/smallbusiness/> or <https://mdcsbd.gob2g.com/>; and
 - 8) Experience of the ACDBE sub-concessionaire must be listed on the Experience Sheet. **(ACDBE SCHEDULE 4)**

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

The Successful Proposer will be required to submit to the Department's Office of Small Business Development their Monthly Utilization Report commencing thirty (30) days after beneficial occupancy and monthly thereafter, on or before the 10th of every month.

III. GOOD FAITH EFFORTS:

The Proposer shall make good faith efforts to achieve the established ACDBE participation goal. In the event that the Proposer's ACDBE Participation Plan does not meet the established ACDBE participation goal, the Proposer must submit documentation with the proposal to demonstrate all good faith efforts extended by the Proposer in attempting to meet the stated ACDBE participation goal.

The good faith efforts documentation is required to be submitted with the proposal and shall include, but not be limited to:

- a. A detailed statement of the efforts made to contact and negotiate with ACDBE Firms, including (i) the names, addresses and telephone numbers of ACDBE Firms who were contacted, (ii) a description of the information provided to ACDBE Firms regarding the

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proposal or portions of the work to be performed, and (iii) a detailed statement of the reasons why additional prospective agreements with ACDBE Firms, if needed to meet the stated goal, were not reached.

- b. A detailed statement of the efforts made to select portions of the work proposed to be performed by ACDBE Firms in order to increase the likelihood of achieving the stated goal.
- c. For each ACDBE Firm contacted but which the Proposer considered to be not qualified, a detailed statement of the reasons for the Proposer's conclusions.
- d. Attendance at pre-proposal meetings, if any, scheduled by the Proposer to inform ACDBE's of participation opportunities under a given solicitation.
- e. Advertisement in general circulation media, trade association publications, and minority focus media for at least twenty (20) days before bidder/proposals are due. If the interval between Miami-Dade Aviation Department (MDAD) advertising and the proposal due date is so short that twenty (20) days are not available, then publication for a shorter reasonable time period is acceptable.
- f. Efforts made to assist the ACDBE Firms contacted that needed assistance in obtaining bonding or insurance required by the Proposer's RFP.
- g. Written notification to ACDBE's that their interest in the contract is solicited.

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

IV. INVESTIGATION AND RECOMMENDATION BY ACDBELO

In the event that the Proposer has not met the stated ACDBE participation goal established for this agreement, the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO), may require that the Proposer meet with the ACDBELO. The purpose of this meeting shall be for the ACDBELO to determine, if necessary, whether the effort of the Proposer to meet the stated goals is sufficient. At this meeting, the Proposer shall have an opportunity to present information pertinent to its compliance with the applicable requirements.

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

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

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Administrative Reconsideration

(a) Within 5 days of being informed by the County that the Bid/Proposal is not in compliance and not responsible because it has not documented sufficient good faith efforts, a Proposer may request administrative reconsideration.

The Proposer should make this request in writing to the Contracting Officer, ACDBELO, and/or his/her designee at Miami-Dade County, Stephen P. Clark Center, Office of Small Business Development, 111 NW 1st Street, 19th Floor, Miami, Florida 33128-1974, telephone number (305) 375-3111.

The reconsideration official will not have played any role in the original determination that the Proposer did not document sufficient good faith efforts.

(b) As part of this reconsideration, the Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

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

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

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

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

A Proposer may not change information required by these provisions from those provided in its Airport Concession Disadvantaged Business Enterprise Participation Plan unless authorized to do so by the ACDBELO, and/or his/her designee in writing.

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

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VI. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

- A. Airport Concession Disadvantaged Business Enterprise Participation Plan. The Proposer shall contract with those ACDBE Firms listed on the Proposer's Airport Concession Disadvantaged Business Enterprise Participation Plan, and shall thereafter neither terminate such ACDBE Firms nor reduce the scope of the work to be performed by, or decrease the percentage of participation by the ACDBE Firm without the prior written authorization of the ACDBELO and/or his/her designee.
- B. Substitution of ACDBE Firms
1. Excuse from entering into agreements with ACDBE Firms. If prior to execution of an agreement required by these provisions, the Proposer submits a written request to the ACDBELO or his designee and demonstrates to the satisfaction of the ACDBELO that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the contract, an ACDBE Firm which is to enter into such agreement has become not qualified, or that the ACDBE Firm has unreasonably refused to execute the agreement, the successful Proposer shall be excused from executing such agreement.
 2. Rightful Termination of agreements entered into with ACDBE Firms. If after execution of an agreement required by these provisions, the Proposer submits a written request to the ACDBELO and demonstrates to the satisfaction of the ACDBELO that, as a result of a change in circumstance beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such agreement, an ACDBE Firm which entered into such agreement has become not qualified or has committed and failed to remedy a material breach of the agreement, the Proposer shall be entitled to exercise such rights as may be available to it to terminate the agreement.
 3. Determination of Excuse or Rightful Termination. If the Proposer at any time submits a written request under these provisions to the ACDBELO, as soon as practicable, the ACDBELO shall determine whether the Proposer has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Proposer with an opportunity to present pertinent information and arguments.
 4. Alternative ACDBE Firm Participation Agreements. If the Proposer is excused from entering or rightfully terminates an agreement with an ACDBE Firm listed as part of the Proposer's ACDBE Participation Plan, the Proposer shall make every reasonable effort to enter into an alternative agreement for at least ACDBE Participation percentage as originally submitted as part of their proposal for this contract with another certified ACDBE Firm.

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

- a. It shall enter each such alternative agreement(s) for at least the ACDBE participation as originally proposed.
- b. It demonstrates to the satisfaction of the ACDBELO that it has made every

APPENDIX I
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
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reasonable effort to negotiate with an ACDBE Firm in an attempt to enter into an agreement, but that it was unable to enter into such agreement because the ACDBE Firms were (i) not qualified; (ii) unavailable; or (iii) although qualified and not unavailable, was unwilling or unable to reach an agreement.

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

VII. CONTINUED COMPLIANCE – The County shall monitor the compliance of the Proposer with the requirements of this plan during the term of the contract. The County shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with these.

Provisions including, but not limited to, manpower tables, records for expenditures, observations at the job site, and contracts between the Proposer and his sub-concessionaires, suppliers, etc., entered into during the life of the Contract.

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

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

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

ACDBE UTILIZATION FORM

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

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

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

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

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____ Date: _____
(Print Name)

(Signature) Title: _____

SCHEDULE OF PARTICIPATION BY ACDBE FIRMS

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

NAME OF ACDBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL

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

Signature of Proposer

Date

Print Name

Title

Company Name

ACDBE SCHEDULE 2

Revised December 2023

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
EXPERIENCE SHEET**

ACDBE NAME _____

ADDRESS _____

**NAME OF CLIENT
COMPANY AND ADDRESS**

**DESCRIPTION OF SERVICES
PROVIDED TO CLIENT**

**GROSS
REVENUES**

**CALENDAR
YEAR**

(A)

(B)

(C)

NOTES:
USE A SEPARATE SHEET FOR EACH ACDBE JOINT VENTURER OR PARTNER.
ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY.

ACDBE SCHEDULE 4

Revised December 2023

CERTIFICATE OF UNAVAILABILITY

I, _____, _____
Title

of _____ certify that on _____
Date

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

Description of Services:

Signature

Print Name

Title

I, _____, was offered the above opportunity to Bid/propose.
ACDBE Firm

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

Print Name

ACDBE Certificate No.

Signature

Expires

Title

ACDBE SCHEDULE 5

Revised May 15, 2012

CONCESSION MONTHLY UTILIZATION REPORT

Reporting Period: _____ Name of Prime Concessionaire: _____

YTD ACDBE Goal:
Required _____
Actual _____

From: _____ To: _____ Lease Number: _____

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

Amount of Revenues this Period \$ _____ ACDBE Revenues for this Period \$ _____

Operational Expenses this Period \$ _____ ACDBE Operational Expenses this Period \$ _____

Total Revenues to Date \$ _____ Total ACDBE Revenues to Date \$ _____

Total Operational Expenses to Date \$ _____ Total ACDBE Operational Expenses to Date \$ _____

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE) OPPORTUNITIES

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

I attest that the above information is accurate and complete.

Authorized Signature Print Name Title Date (_____) Telephone

Sworn before me: This _____ day of _____ 20____

Notary Public: _____

Additional page (s) may be used if needed.

ACDBE SCHEDULE 6

Revised: May 16,2012

Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program at Miami International Airport

Per U.S. DOT/FAA Joint Venture Guidance

JV Monthly Activity Report: _____ JV Lease No. _____

Reporting Period: _____

Description of Functions	Reporting Period:		Monthly Total Hours As Verified By Prime
Lease No. with the County:			
Airport Store Description: Retail			
Joint Venture Participation % (Per Contract Document)			
Minimum Required On-site Hours/ Month:	40	40	
Commercially Useful Function is defined in terms of the following:			
Performing:			
Managing:			
Supervising:			
Decision Making Support			
Management Committee Meetings			
Other			
Name of ACDBE Store Manager and contact Telephone: _____ e-mail: _____			
Total Hours			

Authorized Signature for JV Prime Concessionaire: _____

Date: _____

Print Name of JV Prime Concessionaire: _____

Title: _____

Authorized Signature for ACDBE JV Partner: _____

Date: _____

Print Name of ACDBE JV Partner: _____

Title: _____

Sworn before me:

This _____ day of _____ 20____

Notary Public: _____

ACDBE Schedule 7

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE

JOINT VENTURE GUIDANCE

**U.S. Department of Transportation
Federal Aviation Administration**

As guidance, this document sets forth the interpretations of the Department of Transportation of its existing legal authorities and the Department's recommendations for carrying out the airport concessions disadvantaged business enterprise (ACDBE) program. This guidance does not create new legal mandates independent of the Department's statutory and regulatory authorities, but is intended to inform interested parties and the public of the way in which the Department understands and will implement those authorities. Regulated parties may consult the Federal Aviation Administration with respect to alternative means of compliance with ACDBE joint venture requirements.

The General Counsel of the Department of Transportation has reviewed this document and has approved it as consistent with the language and intent of 49 CFR Part 23.

**AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE
JOINT VENTURE GUIDANCE
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ACDBE JOINT VENTURE GUIDANCE

Section 1 – General

1.0 What is the purpose of this Joint Venture Guidance?

The purpose of this joint venture (JV) guidance is to provide information and direction to airports, Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) program staff, ACDBEs and various stakeholders on the structure, implementation, and counting of joint venture arrangements in the ACDBE Program.

The Federal Aviation Administration (FAA) is responsible for overseeing airport compliance with the ACDBE program found in 49 CFR Part 23. Airports have a vested interest in ensuring that the appropriate ACDBE participation is counted and that there is effective structuring and monitoring of joint ventures and joint venture participation by ACDBEs in the concession activities of airports. FAA and the Department of Transportation (the Department) support and provide guidance to airports, ACDBEs, and various stakeholders to effectively administer their overall ACDBE program.

In developing this guidance, the views of various stakeholders were solicited and considered. Whenever possible, FAA considered the representations made by stakeholders regarding “usual practices” or “standard practices.” However, it should be noted that accommodation for certain practices was not possible where the practice conflicted with requirements of the regulation and/or objectives of the program. Some business, accounting, and tax practices that may be completely legitimate in the business world between two or more firms may not be appropriate under the Department’s ACDBE regulation, 49 CFR Part 23, which was revised and updated in the Federal Register on March 22, 2005.

1.1 Why is Joint Venture Guidance necessary?

The preamble to 49 CFR Part 23 states “We have become aware that some concessions joint ventures indeed do not involve an ACDBE performing an independent part of the work; some of these have been the focus of fraud investigations by the Department’s Office of Inspector General and other law enforcement organizations. If the ACDBE participant is not required to perform independently a distinct portion of the joint venture’s work, it becomes very easy for a prime concessionaire seeking to circumvent ACDBE requirements by having an ACDBE silent partner on its payroll. We believe that changing this provision would adversely affect the integrity of the program. Because joint ventures have become a problematic part of the ACDBE program, the Department is drafting additional guidance on the subject.”

Airports, ACDBEs, consultants and other stakeholders are obligated to develop, approve, monitor, and count ACDBE participation in joint venture agreements in accordance with current rules and guidelines. However, as noted above, joint ventures present unique challenges in the Part 23 concessions program. The Department is concerned that airport owners/operators, ACDBEs, non-ACDBEs, and consultants may be interpreting and applying the current regulations in an inconsistent as well as an incorrect manner. Many have requested guidance to assist them in implementing the ACDBE program. This guidance is designed to assist in the effective structuring, monitoring and counting of joint ventures and joint venture participation by ACDBEs in the concessions activities of airports receiving Federal financial assistance from the Airport Improvement Program of the FAA. This guidance does not implement new regulations or requirements but merely clarifies existing requirements.

1.2 What does 49 CFR Part 23 say about joint ventures as an option for ACDBE participation?

The Department’s revised final rule for 49 CFR Part 23 (Participation of Disadvantaged Business Enterprises in Airport Concessions) was issued on March 22, 2005, making the rule parallel in many respects to the Department’s DBE regulation for federally-assisted contracts. The preamble states, in part, that the “objectives of this program are very similar to those stated for Part 26. Extensive information has been developed over the years . . . that supports the proposition that there is not a level playing field for small disadvantaged businesses in the U.S. The legislative history of the original ACDBE statute itself shows that Congress was very

concerned that DBE firms had fair (i.e., nondiscriminatory) access to concession opportunities.” The program requires goal-setting by airports to obtain ACDBE participation. These goals can be met in a variety of ways, including direct ownership arrangements by ACDBE firms in airport concessions as well as through the purchase of goods and services by concessionaires from ACDBE vendors. The airport owner or operator must require businesses subject to ACDBE goals at the airport (except car rental companies) to make good faith efforts to explore all available options to meet goals, to the maximum extent practicable, through direct ownership arrangements with ACDBEs, including joint ventures and franchises.

Some stakeholders may have interpreted this to mean that all direct ownership arrangements, including joint ventures, are equally effective in achieving meaningful ACDBE participation and that one method should not be preferred over another. In fact, each opportunity represents unique challenges and one method may be better suited for a particular structure than another.

It should be noted that, prior to considering the best structure for participation, airports are encouraged to carefully evaluate (on a case-by-case basis) proposed bid requests, requests for proposals, and other types of solicitations to ensure that it is practical for ACDBE participation to be met in a reasonable manner.

49 CFR § 23.25(e)(1)(iv) states as follows:

The administrative procedures applicable to contract goals in part 26, § 26.51–53, apply with respect to concession-specific goals.

49 CFR § 26.51(e)(2) states as follows:

You are not required to set a contract goal on every DOT-assisted contract. You are not required to set each contract goal at the same percentage level as the overall goal. The goal for a specific contract may be higher or lower than that percentage level of the overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract. However, over the period covered by your overall goal, you must set contract goals so that they will cumulatively result in meeting any portion of your overall goal you do not project being able to meet through the use of race-neutral means.

Airports are encouraged to consider, in the development and implementation of their ACDBE plan, the best method of ACDBE participation, including the potential for “unbundling” contracts to create separate and smaller opportunities for direct contracting, thus creating an environment where small and disadvantaged firms could be more competitive. In some instances, a joint venture scenario may be difficult to implement while a subcontract or other arrangement may be a better vehicle to achieve ACDBE participation. In other cases, a joint venture may represent the best opportunity for implementing a workable arrangement. We encourage airports to promote joint venture opportunities whereby ACDBEs would partner with former ACDBEs (e.g., those which have exceeded PNW and/or size standards). This may create a more even bargaining position and may also provide a much needed transitional role for the former ACDBE. Of course, there would be no ACDBE credit given for the former ACDBE, only for the currently certified ACDBE participant in the joint venture. The former ACDBE might serve as a mentor to a less experienced ACDBE. The initial determination by the airport as to the best form of business structure (i.e., JV, subcontract, management contract, etc.) identified in its solicitation for requests and/or proposals from interested parties may reduce difficulties in counting ACDBE participation for accomplishment reporting purposes.

Section 2 – Definitions

2.1 What is a joint venture?

For purposes of the ACDBE program, a joint venture is defined as an “association of an ACDBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the ACDBE is responsible for a distinct, clearly defined portion of the work of the contract and whose shares in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.” Much of the remainder of this document will be directed toward further explaining many of the components of this “joint venture” definition.

2.2 What does an “association” of an ACDBE firm and one or more other firms mean?

In accordance with the objectives of the ACDBE regulations, joint ventures are intended to have **a business structure set forth in a signed written agreement** that **clearly and specifically** defines the participation of each party in the contribution of property, capital, efforts, skills and knowledge.

Any legal structure that meets federal and state legal requirements may be used to form a joint venture provided that, for purposes of counting ACDBE participation, the requirements of 49 CFR Part 23 are met. The joint venture should operate in accordance with a written agreement. Please note that any business structure that meets the Part 23 definition of “joint venture” will be considered a joint venture for purposes of counting ACDBE participation, regardless of the name attributed to the business structure in the written agreement.

Some of the important components that should be included in the written agreement are noted below:

- **Identification of the participants in the Joint Venture.** The JV participants must be firms, including sole proprietorships, not individuals. In addition, the ACDBE participant must be certified as an ACDBE in the type of business operated by the joint venture, and in the state where the airport is located, in order for the participation to count towards ACDBE goals.
- **Identification of the single, for-profit business enterprise to be undertaken by the joint venture.** See Section 2.3 for further explanation.
- **Term of the joint venture agreement and factors effecting the term** (e.g., concession contract extensions or termination, sale of interest, etc.).
- **Capital to be contributed by each party** (initial contributions and future needs should be addressed).
- **Accounting methods and distribution of profits/losses.**
- **Management of the joint venture’s business**, including overall management (e.g., participation on a management committee or management board) and day-to-day management responsibilities.

- **Administrative matters**, including joint venture office locations, recordkeeping requirements, identification of an auditor, fiscal year, addresses for notices, transfer of interests, etc.
- **Dissolution**, including events/conditions upon which the joint venture may be dissolved and terminated, and assets distributed.

2.3 May a “single, for-profit business enterprise” have more than one contract or business location at an airport.

While a joint venture must be a single business entity, it may have more than one contract with a given airport or more than one business location at the airport. It is the joint venture as an entity, and not the individual participants in the joint venture, that should have the contractual relationship(s) with the airport. The specifics of the participation in each contract should be clearly stated in the joint venture agreement to enable the airport to separately monitor all of the elements of the joint venture entity’s participation in each. The participants in the joint venture which are requesting ACDBE credit should be required to disclose any other business relationships currently in existence between or among the parties (e.g., joint ventures at other airports). In the event that other relationships exist, the airport and/or Unified Certification Program (UCP) should review the ACDBE participants’ eligibility for certification, to ensure continuing independence and control of the ACDBE firm in the operation of its business.

2.4 What does “the parties combine their property, capital, efforts, skills and knowledge” mean?

Each party in a joint venture should bring real and substantial value to the joint venture enterprise. The parties should each contribute both tangible and intangible assets. If property is contributed, the joint venture agreement should clearly state at the outset its value; which is usually assessed based on liquidation value, replacement cost, or “value in use” methods. The parties should contribute capital commensurate with their ownership interest, knowledge and skills relative to the portion of the joint venture’s business for which they are responsible, and efforts to the success of the venture. The skill set (a combination of experience, core competencies, unique talent, etc.) provided by each party should add value to the joint venture relationship that is objectively apparent. This skill set should be specifically addressed in the

joint venture agreement, and verified by the airport during its initial review and periodically thereafter.

2.5 What does “the ACDBE is responsible for a distinct, clearly defined portion of the work of the contract” mean?

In this context, “distinct” means separate and distinguishable from the work of the non-ACDBE. “Clearly defined” means that there is no guesswork involved in determining the nature of the work assigned to the ACDBE. In order to be considered a distinct, clearly defined portion of the work, it is necessary to fully understand exactly what the work will entail, including an estimate of the time and resource requirements for each major task. For example, if the ACDBE’s portion of the work is only described as “advise about ” or “participate in” a portion of the work, the work would likely not be considered distinct or clearly defined because it is not clear what work the ACDBE will accomplish. Much more detail would be necessary in order to determine the portion of the work to be attributed to the ACDBE. Of course, the work of the contract also includes the role of the ACDBE in the overall management of the business (e.g., as a participant on a management committee or some other governing board as well as participation in the day-to-day management of the business.

2.6 What does “whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest” mean?

The ACDBE’s participation in each of these five areas should be proportionate to the claimed ownership. This is further discussed in Section 3.2.

Section 3 – Joint Venture Review

3.1 What reviews should the airport make?

The airport should review the joint venture agreement and supporting documents submitted by a joint venture entity to determine whether, in fact, the arrangement meets all the requirements of the regulation (49 CFR Parts 23 and 26) and what portion(s), if any, is eligible to be counted towards ACDBE participation. Pursuant to 49 CFR § 26.109, all participants in the DBE program, including, but not limited to, DBE firms and applicants for DBE certification, are required to cooperate fully and promptly with recipient certification reviews, investigations, and

other requests for information. Based on the review, the airport will assign a value to the ACDBE participation which may be counted towards the ACDBE goal provided that the joint venture operates in accordance with the submitted agreement. (See Attachment 3 – JV Review Process for a flowchart describing the recommended process for the review.) The airport should provide a written letter outlining any areas of concern and allow a reasonable amount of time for the applicant to respond and/or make reasonable adjustments where applicable. In accordance with 49 CFR § 23.29, airports must implement appropriate mechanisms to ensure compliance with the requirements of this part by all participants in the program. An airport must include in its concession program the specific provisions to be inserted into concession agreements and management contracts, the enforcement mechanisms, and other means to be used to ensure continued compliance. These provisions must include a monitoring and enforcement mechanism to verify that the work committed to ACDBEs is actually performed by the ACDBEs. In order to make this evaluation, the airport should review the entire set of circumstances involved in performing the contract and not rely on a single factor for making a compliance determination. The airport's ACDBE program should describe in detail the level of effort and resources devoted to consistent monitoring and enforcement.

3.2 How does the airport determine if the ACDBE's capital contribution, control, management, risks, and profits are commensurate with its ownership interest in the joint venture?

An airport is responsible for reviewing joint venture agreements to ensure that capital contribution, control, management, risks, profits, ownership, and work to be performed by the ACDBE are clearly addressed. The parties involved in the joint venture and seeking to count ACDBE participation towards the ACDBE goal for the contract have the obligation to demonstrate to the airport that the ACDBE capital contribution, control, management, risks, and profits are commensurate with its ownership interest. (We recommend that, as with respect to other certification and counting matters, airports apply a “preponderance of the evidence” standard in evaluating whether the joint venture has made this demonstration.) The airport may follow up with questions and request written explanations. The airport may require the joint venture to submit information, including a summary of the agreement and supporting documentation, for review. (A sample form that may be used to accomplish this is included as Attachment 1.) The firm seeking to count ACDBE participation in a joint venture has the burden of demonstrating to the airport, by a preponderance of the evidence, that it meets the

requirements of the regulation with respect to being an eligible joint venture for counting purposes.

The following are tips for reviewing the various required areas for participation:

- **Capital contribution** – The capital to be contributed by each party should be clearly specified in the joint venture agreement. The agreement should specify the initial capital contributions to be made by each party and how future capital contributions will be allocated. The ACDBE's portion of the initial and future capital contributions should be equal to its ownership percentage. A subsequent section of this guidance will discuss issues relating to **how** the capital is contributed (i.e., cash contributions or financing provided by the non-ACDBE joint venture participant).
- **Control** – The ACDBE participant(s) in the joint venture should have control in proportion to their ownership interest and proportionate control of the governance of the joint venture. Each joint venture partner should assume full responsibility for executing each element of the work assigned to it. Usually, a joint venture will have a management committee (referred to by various names, including “Executive Committee” or “Board”) that controls the overall business. The ACDBE participant(s) is usually a minority participant, owning less than 50% of the business. In this case, the ACDBE(s) should out-vote on most of the business decisions made by the committee. This really means that for the most part, the joint venture is controlled by the party owning 51% or more of the business, usually not the ACDBE. However, the agreement should provide for control by the ACDBE of the activities for which it is responsible. This can be accomplished through direct control of their assigned role or establishment of a separate management committee or subcommittee in which the ACDBE has majority vote for issues involving facilities or responsibilities which it controls. In addition, there should be some major decisions requiring a unanimous vote to substantiate some level of control attributable to the ACDBE (e.g., items related to expansion, borrowing, lending money, etc.).
- **Management** – The ACDBE participant must share in the management of the joint venture. The agreement should address the issue of the overall management, or governance, of the business of the joint venture and the day-to-day management of the joint venture's operation. The ACDBE participant should participate in the overall management, decision making, and day-to-day operations, including decisions

on the hiring and firing of management personnel (and if appropriate non-management personnel) for the joint venture to be eligible for ACDBE credit. This can be accomplished through a “Management Committee,” as described under “control,” though this is not the only acceptable mechanism. Under a management committee structure, the committee is responsible for managing and directing the business of the joint venture. Each participant is represented on the management committee and votes according to its ownership interest in the venture. Each participant on the management committee not only has a right, but an obligation to receive and consider the views of the ACDBE participant. The agreement should specify the frequency of the management committee meetings, and formal agendas and meeting minutes should be prepared. In addition, the agreement should provide for the day-to-day management of the joint venture and specify the roles and responsibilities of each participant. The issue of day-to-day roles and responsibilities assigned to the ACDBE participant is further discussed in Section 4.

- **Risks** – Each of the participants in the joint venture must share in the risks of the business in proportion to their ownership interest. These risks include financial, legal, operational, etc. The agreement should include provisions for proportional sharing in profits as well as losses (see section 3.4). However, a monthly distribution of actual profits or monthly payment of a management fee, as defined in the agreement, consistent with industry standards, is permissible.
- **Profits** – Each of the participants must also share in the profits and losses in proportion to the ownership interest. Accounting methods and the timing of distribution should be included in the agreement and reviewed for reasonableness by the airport. There should be no provisions in the agreement which have the effect of creating separate profit centers to siphon profits before each participant’s share is calculated. For example, requirements to purchase goods and/or services from one of the participants that results in controlling profits remaining for distribution to the joint venture participants are not acceptable. However, purchasing goods and/or services from one of the participants may be acceptable if the terms are spelled out and the cost of the goods reflects the actual cost of the product plus any processing/handling costs and reasonable overhead expenses. Airports should carefully examine all accounting mechanisms to ensure that the distribution process is reasonable.

3.3 Can the non-ACDBE joint venture participant loan capital to the ACDBE joint venture participant?

Yes, with some restrictions and adequate documentation of the loan agreement. The airport should review the loan agreement (and related financial documents) to ensure that the arrangement does not limit the ACDBEs participation in the venture (e.g., by limiting risk, control, etc.).

The agreement should specify the amount of capital to be contributed by each joint venture participant. Capital contributions may include, for example, capital investment in facilities, inventory, security deposit, assets, working capital and first month's rent. It is preferable that each participant provides its own capital contributions or obtains a loan from an independent third-party source. To assist the ACDBE with third-party sourcing for capital, the non-ACDBE participant may provide and is encouraged to support the ACDBE participant with technical assistance in preparing financial reports and presentations to commercial banks and financial institutions for the purpose of obtaining financing. We realize that it may not be possible in some cases for small ACDBE firms to obtain independent financing given the unique nature of the airport environment. In this case, the non-ACDBE participant may provide financing to the ACDBE participant upon the following conditions:

- The terms and conditions of such a loan should be comparable to prevailing market conditions offered by commercial lenders for similar type projects (e.g., in terms of such factors as duration, rate, fees, etc.).
- The loan should be evidenced by a promissory note or loan agreement clearly stating the terms and conditions of the loan, including: due date and payment method, interest rate, prepayment, defaults, and collateral.
- The note should be a full recourse note. The note should be personally guaranteed by the ACDBE and/or secured by assets outside of the ownership interest or future profits of the joint venture. Otherwise the business risk is reduced or eliminated for the ACDBE.
- The loan should not be for 100% of the capital requirement. The ACDBE should invest capital from its own resources or through a third-party arms-length loan at market conditions. Generally, 10%–20% of the capital required (including all

capital contributions made to the joint venture, e.g., start-up capital, pre-opening expenses, facility construction, operating capital, reinvestment, etc.) is recommended as a benchmark to be provided by the ACDBE from its own resources or through a third-party as previously referenced.

- The term of the loan should not be longer than the term of the contract under which the joint venture operates (excluding options or extensions).
- There must not be provisions in the loan agreement which have the effect of limiting the ACDBEs ability to control its business or independently perform its designated role in the joint venture's business. Of course, this does not preclude a lender from including provisions in a loan agreement designed to preserve property that may have been pledged as collateral.

Some hold the view that the ACDBE participant should never borrow from the non-ACDBE participant as it leads to questions of independence and control by the ACDBE. However, we realize that the lack of access to capital is a real and substantial barrier to ACDBE participation in airport concessions. It may be difficult to obtain a loan for a joint venture business where the loan applicant has limited control over the business. Prohibiting such loans may limit the ability of ACDBEs to participate in joint venture businesses. However, in the event that it is necessary for the ACDBE to obtain a loan from the non-ACDBE joint venture participant, airports should ensure that the overall loan arrangement is consistent with the principle that the ACDBE participant brings his or her own property, capital, efforts, skills, and knowledge to the firm. Specifically, the financial arrangement should not be structured in a way that negatively affects the ACDBE's ownership and control under the DBE regulations. In addition, there should be safeguards that explicitly state that disagreements over operating the business should not be a basis for adverse action or penalties under the loan agreement.

3.4 How should profits and losses be calculated and divided?

The joint venture agreement should provide details on how profits and losses will be calculated and divided between the participants. The profit or loss of the joint venture should be distributed between the participants in proportion to their interest in the joint venture. Any funds or other forms of payment (including draws) that are taken from the joint venture assets, profits, distributions, etc., should be documented and accounted for in order for the airport to determine the amount of benefit each participant has received from the business during the year. The joint venture agreement should specify the timing of the distributions. We do not view as consistent with the regulatory requirement for commensurate sharing of risks and profits any provision in an agreement that calls for a party: (1) to be entitled to a distribution of money regardless of the profitability of the joint venture, or (2) to have a debt that is a portion of a joint venture participant's risk in the joint venture forgiven by another party.

3.5 Are service and management fees acceptable?

Yes, subject to some restrictions. The joint venture agreement should state, if applicable, "management fees" or "service/administrative fees" to be paid to the various participants, dependent upon a participant's contribution to the "indirect" management of the operation (i.e., corporate overhead or common support services). The fees charged should be reasonable, and not used as a method of draining profits of the joint venture to the benefit of a particular participant. In addition, management fees are not to be used in place of a "draw" arrangement. Service and management fees should represent a recovery of costs and not profit to the non-ACDBE if it is the provider of the service. The agreement should specifically address how the costs for such services are derived, the ability of the ACDBE to participate in the selection of the service provider, and a vehicle for monitoring and/or auditing such costs.

3.6 Can the ACDBE or joint venture purchase inventory, supplies, services, etc., from the non-ACDBE?

The agreement should not mandate that the ACDBE participant or joint venture purchase inventory, supplies, or services from the non-ACDBE participant. The ACDBE should always have the option of obtaining goods and services on an arms-length, market price basis from any

source. However, a joint venture agreement may allow such purchases from a non-ACDBE participant. This may be advantageous when, for example, the non-ACDBE participant can obtain the goods or services at a lower rate/price than the ACDBE participant. In such a case, however, we believe it would be inconsistent with the nature of a joint venture as defined in Part 23 for the non-ACDBE to charge a markup for these goods and services. The joint venture agreement should specifically address how the costs for such products and services are derived and provide a vehicle for monitoring and/or auditing such costs.

Unless the operation is a franchise, the ACDBE participant or joint venture should have the option to purchase products and services from an unrelated third party on a market price/arms-length basis. In the case of a franchise, the joint venture should have the same option providing it does not conflict with the franchise agreement requirements.

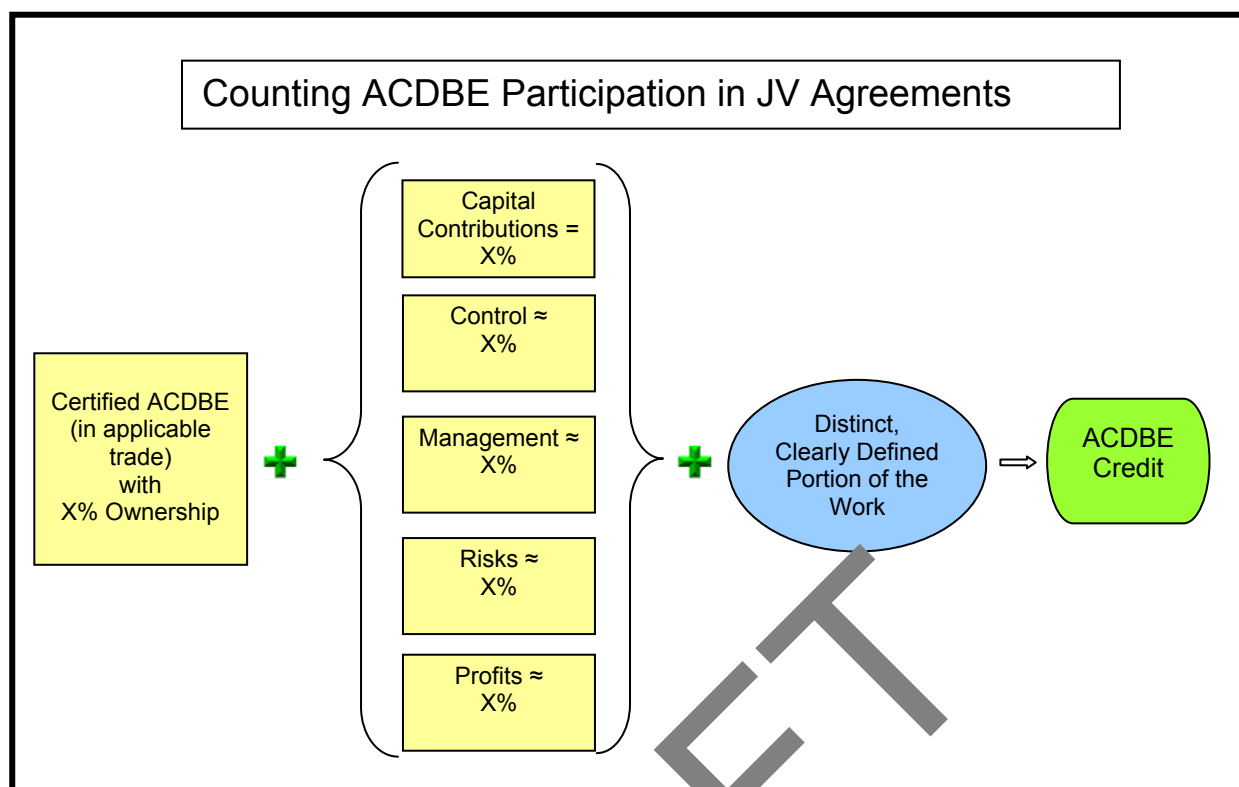
Section 4 – Counting ACDBE joint venture participation towards ACDBE goals

4.1 How is ACDBE participation in a joint venture counted towards ACDBE goals?

49 CFR § 23.55(d) states as follows:

When an ACDBE performs as a participant in a joint venture, count a portion of the gross receipts equal to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces toward ACDBE goals.

The definition of a joint venture states that the ACDBEs share in the capital contribution, control, management, risk, and profits of the joint venture is commensurate with its ownership interest. Therefore, before the airport considers the ACDBE credit to be given, the airport will have a good idea of the credit that is desired, since it should be commensurate with ownership percentage. For example, if the ACDBE ownership in a joint venture is stated as 25%, it is likely that the joint venture participants are seeking to count the ACDBE participation at 25%. The airport should look at the roles and responsibilities of the ACDBE and determine if the claimed ownership appears reasonably proportionate to the “distinct, clearly defined portion of the work performed by the ACDBE.” (Note: The phrase “with its own forces” is addressed in the following section.) Some slight variations may occur due to the fact that the measurement is somewhat subjective in certain categories (e.g., overall management and portion of the work). The key factor is the reasonableness of the claimed participation after reviewing all of the elements of the joint venture.



As illustrated in the chart above, the review of joint venture agreements is comprised of: (1) confirming that the ACDBE participant is a certified ACDBE in the applicable trade; (2) making a determination that the agreement meets the definition of a joint venture under the regulation, and; (3) determining the appropriate credit based on the “distinct, clearly defined portion of the work performed by the ACDBE.” Once the airport has reviewed the joint venture agreement to ensure that it meets the definition of a joint venture in accordance with the regulation (i.e., in terms of the various areas being commensurate with ownership interest) the airport should proceed to a review of the distinct, clearly defined portion of the work assigned to the ACDBE in order to determine how to count ACDBE participation towards the ACDBE goal.

The following are tips for accomplishing this review:

1. The assigned role of the ACDBE should be distinct and clearly defined. Analyze the written description of the roles and responsibilities of each participant. The description of the work to be performed by the ACDBE should be clear. Descriptions that are vague are not acceptable. For example, phrases such as “participate in the budgeting process,” “assist with

hiring,” “work with managers to improve customer service” do not alone provide any basis for awarding credit since none of these represent a “distinct, clearly defined” portion of the work. ACDBE credit should not be given for tasks which are vaguely worded and cannot be monitored.

2. A comprehensive role in the complete operation of a separate location under the contract is easier to count.

The preamble to 49 CFR Part 23, revised in 2005, states as follows:

“As a policy matter, we believe it is preferable for ACDBE joint venture participants to actually have a defined role in the revenue-generating activities of the business (e.g., the joint venture runs four food service locations in the airport, and the ACDBE is directly responsible for one of them). There is a greater likelihood of confusion, counting, and other administrative difficulties, as well as of abuse, when ACDBE participation is claimed for joint ventures in which the ACDBE participant has only a vaguely defined role in the entity as a whole.”

Clearly, joint ventures structured so that the ACDBE actually has a role in the operation of the business are preferable for counting purposes to those in which the ACDBE is assigned a vague role in the overall operation. The determination of credit is much simpler and easier to document in such a case. In addition, monitoring the participation also becomes less cumbersome. In the event that an operating role is assigned, credit can be counted at the level of gross receipts earned by the operations managed by the ACDBE. This is not to say that managerial or “back office” functions cannot be credited. However, if the role of the ACDBE participant can’t be quantified or qualified, it can’t be counted.

3. Roles, especially minor roles, relating to the performance of an activity in support of the overall operation may present challenges. In the event that the ACDBE is assigned a distinct, clearly defined role that does not involve managing a revenue-generating activity, but is rather a task for which gross revenues cannot be directly correlated, it is difficult to determine the credit to be assigned. If the role assigned involves activities that occur on an ongoing basis, and with regard to a core function, crediting participation is easier. However, if the role of the ACDBE occurs on an “as-needed” basis and is a minor function, it is very difficult to predict, in advance, the level of the ACDBE participation and therefore difficult

to determine credit for ACDBE participation at time of review. The ACDBE must perform a commercially useful function. Assuming that the role assigned is one that is required on an ongoing, predictable basis, it will be necessary to determine how much credit, if any, should be assigned to the role. In order to make a determination, the airport should have an understanding of the tasks involved in managing and operating the business as well as the level of difficulty and relative importance of each task. The airport should break down the business into major components and determine if the claimed ownership percentage would reasonably appear to correspond with the assigned task(s). It is the obligation of the firm seeking ACDBE credit to clearly present the information necessary and provide additional information and/or documentation as requested for a determination to be made. If the airport cannot make a reasonable judgment that the ACDBE performs a distinct, clearly defined portion of the work proportionate to its ownership interest, it may reject the joint venture for ACDBE credit or count a smaller percentage than claimed toward ACDBE participation. Please note once again that if the role of the ACDBE participant in the joint venture operation can't be quantified, it can't be counted.

4.2 How can the value of the ACDBE role be determined?

There are a number of steps that should be taken to assist in determining the value of ACDBE participation.

First, the airport may examine the typical business practice of each of the firms participating in the joint venture to determine if their assigned roles appear logical. For example, if the non-ACDBE firm is a retail firm with operations at 50 other airports and the ACDBE firm has 5 years of experience operating a candy store in the local mall, it would seem unreasonable to assign the buying of merchandise to the ACDBE participant since the larger firm would almost certainly have greater skills, knowledge and purchasing power than the ACDBE.

The airport may also look at how the non-ACDBE participant performs the role(s) assigned to the ACDBE operator at its other operations. For example, if the ACDBE is assigned to recruit minority employees, the airport should request information regarding how this is performed at other locations in which the non-ACDBE operates without an ACDBE

participant and request documentation regarding the cost (and the value) of performing that task without the ACDBE participant. Further, the airport could develop a chart of tasks to provide a framework for assigning credit. Attachment 2 will provide examples of how this may be accomplished. Since each business operation is unique and often complex, the value of specific tasks may vary from operation to operation. The role of each participant should be evaluated in the light of the specific business opportunity being performed. Ultimately, it is the joint venture participants who should provide information which would lead a reasonable person to conclude that the roles of each party justify the claimed ACDBE participation credit.

4.3 What does “performs with its own forces” mean?

If persons employed directly by the ACDBE perform the tasks associated with its participation in the joint venture, then the ACDBE is clearly performing that work with its own forces. For purposes of counting ACDBE joint venture participation, however, we view work performed by employees of the joint venture entity or a non-ACDBE participant in the joint venture as performed by the ACDBE’s “own forces” if the ACDBE has the power to control those employees with respect to the performance of the ACDBE’s role.

Ideally, the “distinct clearly defined” portion of the work performed by the ACDBE participant in a joint venture would be performed by the ACDBE’s own employees. This provides a clearer view of the management and control over the element of work attributed to the ACDBE.

However, in some circumstances it may be advantageous for the joint venture or the non-ACDBE to employ the staff in order to provide comparable compensation and benefits to all employees. In the event that some employees are employees of the joint venture or the non-ACDBE, the ACDBE portion of the work can be considered as being performed “with its own forces” if the ACDBE has the power to control staff with regard to the performance of the work for which the ACDBE is responsible, analogous to the utilization of contract employees.

There should be a higher burden of proof that the ACDBE controls the employees performing its designated portion of the work in instances when the employees are employees of the joint venture and an even higher burden of proof when the employees are employees of the non-ACDBE. Conversely, simply having the employees on the payroll of the ACDBE firm does not

remove the burden of proving that the ACDBE actually controls those employees. There should exist a reporting relationship between the staff responsible for the ACDBE portion of the work and the ACDBE. The ACDBE should have the power to hire and fire staff responsible for performing its share of the work without the approval of the non-ACDBE participant. One factor to be considered in evaluating the amount of participation to be counted is the evaluation of resources necessary to perform the ACDBE's assigned role. For example, if the joint venture employs 5 managers, 2 administrative/support staff members and 100 hourly employees, and the ACDBE has no employees reporting to it in the performance of its assigned role, then it would be very difficult to show that the role is a substantial one and, therefore, little, if any, credit might be counted towards ACDBE participation.

4.4 What if the level of participation by the ACDBE changes

If it is determined that the ACDBE has not performed its role in accordance with the joint venture agreement in a given year, and has in fact participated less than expected, participation may be counted at less than originally approved for that year. In the event that the reduced level of participation is planned to continue, the airport should request that the joint venture participants amend their agreement to reflect the new level of participation.

If it is determined that the ACDBE has not performed its role in accordance with the joint venture agreement in a given year, and has in fact participated more than expected, participation may be counted at the originally approved level, but not higher. In the event that the increased level of participation is planned to continue, the airport should request that the joint venture participants amend their agreement to reflect the new, ongoing level of participation.

Section 5 – Monitoring ACDBE participation in joint ventures

5.1 What is needed in terms of monitoring the joint venture?

It is the responsibility of the airport to monitor the operation of the joint venture to ensure that the joint venture is operating as intended and approved, and that the ACDBE participant's participation is real and meaningful. Should the airport find that this is not the case, the airport could find the joint venture in default of its contract. In addition, if the ACDBE is found to have

relinquished an element of control in the joint venture, the airport should immediately review the firm's certification eligibility or refer the matter to the certifying authority, and where appropriate, initiate decertification of the firm in accordance with § 26.87. The airport should develop a formal monitoring program that includes, at a minimum, the following elements:

- Annual verification of the status of the ACDBEs certification eligibility
- Periodic (not less than annual) review of the managing entity's meeting minutes and reports
- On-site visits to the operation
- Periodic interviews with the joint venture participants, managers, and employees
- Review of any documentation, including financial reports and agreements, necessary to ensure compliance with the agreement

5.2 What is included in the airport's agreement with the joint venture?

In addition to the items specifically stated in 49 CFR § 23.31, the airport should include in its agreement with the joint venture firm a requirement for regular or periodic submission of reports and other forms of communication between the non-ACDBE participant and the ACDBE participant. The agreement should require the joint venture to submit agendas, minutes, and attendance rosters from the managing entity's meetings; financial reports; and other information deemed appropriate by the airport. The agreement with the joint venture should also provide for sanctions for failing to operate in accordance with the joint venture agreement. The sanctions should be similar to those imposed for other defaults under the contract.

5.3 What annual updates and changes are required?

There are no annual updates required for joint venture agreements. However, changes to the agreement should be submitted for review prior to implementation. Also, once certified, the ACDBE participant in the joint venture must comply with 49 CFR Part 23, including but not limited to § 23.31. These requirements include annually submitting an affidavit or declaration that there have been no changes in the ACDBE participant's circumstances affecting its certification eligibility. At any time there is a change in circumstances affecting the ACDBE participant's ability to meet size, disadvantaged status, ownership or control requirements, or a

material change in the information provided in the application, the ACDBE participant must submit this information to the airport. Similarly, proposed material changes in the joint venture agreement, including management responsibilities among the participants, ownership, or control, should be submitted to the airport. In such cases, the airport should review and respond to the proposed changes within a reasonable period of time.

Section 6 – Additional information

6.1 Can a joint venture be certified as an ACDBE?

No. Joint venture entities, themselves, are not certified as ACDBEs. In order to count towards ACDBE participation, one or more of the joint venture participants must be a certified ACDBE. Even if the joint venture is more than 51% owned by an ACDBE firm, it is not certified as an ACDBE because, by definition, a joint venture is an association of firms, not individuals. The regulation states as follows:

§ 26.73(e) An eligible DBE firm must be owned by individuals who are socially and economically disadvantaged. Except as provided in this paragraph, a firm that is not owned by such individuals, but instead is owned by another firm -- even a DBE firm -- cannot be an eligible DBE.

Therefore, a joint venture cannot be certified as an ACDBE.

With regard to certification, the regulation provides for an exception to the above as follows:

§ 26.73(e)(1) If socially and economically disadvantaged individuals own and control a firm through a parent holding company, established for tax, capitalization or other purposes consistent with industry practice, and the parent or holding company in turn owns and controls an operating subsidiary, you may certify the subsidiary if it otherwise meets all requirements of this subpart. In this situation, the individual owners and controllers of the parent or holding company are deemed to control the subsidiary through the parent or holding company.

However, this would not apply to joint ventures since the ACDBE participant in a joint venture must be certified in order to count towards ACDBE participation in a joint venture and holding companies are not certified; only the subsidiary can be certified. Therefore, a holding company cannot be an ACDBE participant in a joint venture.

6.2 Does the ACDBE participant in a joint venture have to be certified in a specific type of work?

Yes. ACDBE firms must be certified in the type of work to be undertaken by the joint venture (e.g., an ACDBE participant in a retail joint venture must be a certified as an ACDBE retail operator). An ACDBE firm is required to share in the management and control of the operation. In order to do so, the ACDBE should be capable of participating at this level. In addition, the ACDBE should have involvement in the broader areas of the operation which would enable them to gain operating experience for the purpose of competing independently for operations in the future. The implementation of joint ventures which promote participation in the provision of services not related to the overall management of the operation does not support the objectives of the program. Certified firms may request that a trade be added to their certification.

49 CFR Part 23 states as follows:

§ 23.31(a) As a recipient, you must use, except as provided in this subpart, the procedures and standards of part 26, §§ 26.61–91 for certification of ACDBEs to participate in your concessions program. Your ACDBE program must incorporate the use of these standards and procedures and must provide that certification decisions for ACDBEs will be made by the Unified Certification Program (UCP) in your state (see part 26, § 26.81).

49 CFR Part 26 states as follows:

§ 26.71(n) You must grant certification to a firm only for specific types of work in which the socially and economically disadvantaged owners have the ability to control the firm. To become certified in an additional type of work, the firm need demonstrate to you only that its socially and economically disadvantaged owners are able to control the firm with respect to that type of work. You may not, in this situation, require that the firm be recertified or submit a new application for certification, but you must verify the disadvantaged owner's control of the firm in the additional type of work.

In an effort to ensure that appropriate time is allowed for firms to be certified as ACDBEs, airports should set their deadlines and requirements keeping this in mind. Non-ACDBE joint venture participants and potential ACDBE joint venture participants should be cautious about investing capital in a project before the appropriate certification is issued by the certifying agency and the joint venture agreement is approved for counting by the airport. In the event that the potential ACDBE participant is not certified or the joint venture is not approved for counting,

and as a result, the joint venture is not executed, the return of capital is a business/contract issue between the parties and not subject to reimbursement by or assistance from the airport.

A stated overarching objective of the DBE and ACDBE programs is to ensure that only firms that fully meet the eligibility standards are permitted to participate in the program (see § 23.1 and § 26.1). Airports should be cautious when reviewing joint venture agreements to ensure that the ACDBE's participation in the joint venture does not result in the sacrifice of independence or loss of control of the ACDBE. If the ACDBE loses its independence or control over its business as a result of the joint venture, the ACDBE's certification eligibility is compromised. Any suspected loss of control or independence should be referred to the certifying agency, which shall institute decertification proceedings, if appropriate, consistent with § 26.87.

6.3 Should the joint venture agreement provide for the dissolution of the joint venture in the event that the ACDBE participant ceases to be an eligible ACDBE?

No. 49 CFR Part 23 states as follows:

§ 23.39 (e) When you remove a concessionaire's eligibility after the concessionaire has entered a concession agreement, because the firm exceeded the small business size standard or because an owner has exceeded the personal net worth standard, and the firm in all other respects remains an eligible ACDBE, you may continue to count the concessionaire's participation toward ACDBE goals during the remainder of the current concession agreement. However, you must not count the concessionaire's participation toward ACDBE goals beyond the termination date for the concession agreement in effect at the time of the decertification (e.g. , in a case where the agreement is renewed or extended, or an option for continued participation beyond the current term of the agreement is exercised).

Given the fact that the participation of the ACDBE would continue to count in the above circumstance, the agreement should not permit the dissolution of the joint venture agreement in this event. However, if the ACDBE is decertified for reasons which prevent the counting of participation in the joint venture, such as sale of the majority interest in the company or fraud, it is reasonable to allow a provision for dissolution or the buyout of the ACDBE participant. Resolution of this issue would be handled between the parties.

6.4 Is the airport subject to enforcement of interpretations presented in this guidance for existing joint ventures? Is the guidance retroactive?

Yes, the airport is subject to enforcement of interpretations presented in this guidance. This guidance seeks to clarify many of the issues surrounding ACDBE participation in airport concession joint venture agreements. Airports are instructed to review existing concession joint ventures for which ACDBE participation is counted towards goals to ensure compliance with this guidance. With regard to credit for ACDBE participation, the FAA will not penalize airports for past misinterpretations, nor will adjustments to past accomplishment reports be required. However, future counting of ACDBE participation in existing joint venture agreements should be determined in light of this guidance. Future annual concession accomplishment reports should reflect the appropriate credit. This will require a re-evaluation of joint venture agreements currently operating to determine the appropriate level of ACDBE participation which should be counted. If there is a small difference, airports are encouraged to pursue an increase in the ACDBE role. If there is a significant difference as a result of this re-evaluation, airports are encouraged to look for other sources or methods for increasing participation (e.g., new opportunities and/or ACDBE goods and services). Airports are advised to evaluate their entire program and find avenues and opportunities for achieving their overall goal. This may or may not include the renegotiation of the ACDBE role in joint venture agreements already in place. Past mis-counting of ACDBE participation in joint venture agreements, except in cases of intentional misrepresentation, should not be a reason for an airport to find the joint venture in default of the concessions agreement or lease, nor should it be a reason for the non-ACDBE to find the ACDBE in default of the joint venture agreement.

6.5 What enforcement mechanisms are available to the Department in the event of noncompliance or misconduct?

The same compliance and enforcement and compliance mechanisms apply under Part 23 as under Part 26. Under 49 CFR § 26.105, airports are subject to sanctions under FAA statutes and regulations if they fail to comply with DBE regulations. Under 49 CFR § 26.107, businesses working in the DBE or ACDBE program who engage in misconduct may be subject to suspension or debarment, enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, or criminal prosecution. The Department of Transportation's Office of Inspector General (OIG) makes investigating and prosecuting DBE fraud a priority. The OIG, working with U.S. attorneys' offices, has helped to create successful criminal prosecutions for fraudulent conduct in the DBE and ACDBE programs. Anyone who becomes aware of fraud, waste, or abuse in these programs should inform OIG as well as FAA officials.

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Attachment 1

Model ACDBE Joint Venture Information
(to be submitted with joint venture agreement for review)

The Department recommends that airport sponsors request the following information from participants in prospective ACDBE joint ventures. The Department believes that this information will assist sponsors in evaluating joint venture proposals. The following form is a model that sponsors may wish to use in obtaining this information, but use of the model form is not mandatory.

1. Name of Joint Venture:
2. Name, address and phone number of joint venture contact person:
3. Firms participating in joint venture (use additional pages if necessary):

Name of firm:
Address:
Phone Number:
Contact name/phone number:
% ownership: %
ACDBE: ☐ yes ☐ no Certifying agency:
Date of Certification:
Type of work for which certification was granted:

Name of firm: _____
 Address: _____
 Phone Number: _____
 Contact name/phone number: _____
 % ownership: _____ %
 ACDBE: ☐ yes ☐ no Certifying agency: _____
 Date of Certification: _____
 Type of work for which certification was granted: _____

4. ACDBE initial capital contribution: \$ _____ %
5. Future capital contributions (explain requirements): _____
6. Source of funds for the ACDBE capital contribution: _____
7. Describe the portion of the work or elements of the business controlled by the ACDBE: _____
8. Describe the portion of the work or elements of the business controlled by the non-ACDBE: _____

9. Describe the ACDBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board, voting rights, etc.)
10. Describe the ACDBE's share in the profits of the joint venture:
11. Describe the ACDBE's share in the risks of the joint venture:
12. Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):
 - a. ACDBE joint venture participant:
 - b. Non- ACDBE joint venture participant:
13. Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):
 - a. ACDBE joint venture participant:
 - b. Non- ACDBE joint venture participant:
14. Which firm will be responsible for accounting functions relative to the joint venture's business?
15. Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?
16. Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or joint venture.

	Non-ACDBE Firm	ACDBE Firm	Joint Venture
Management			
Administrative			
Support			
Hourly Employees			
17. Please provide the name of the person who will be responsible for hiring employees for the joint venture. Who will they be employed by?
18. Are any of the proposed joint venture employees currently employees of any of the joint venture partners? ☐ yes ☐ no
If yes, please list the number and positions and indicate which firm currently employs the individual(s).

19. Attach a copy of the proposed joint venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners.
20. List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved.

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Attachment 2

Samples Joint Venture – ACDBE Portion of the Work

Each joint venture agreement submitted for ACDBE credit must be reviewed and analyzed in order to determine the amount of ACDBE credit to be given, if any, for the ACDBE participation in the business. It is critical that the reviewer gain a clear understanding of the ACDBE role in relation to the entire operation of the total business. Once that is accomplished and it has been determined that ACDBE participation will be counted toward the ACDBE goal, the business must be monitored to ensure that it is operating as represented in the joint venture agreement and as approved for counting. The following will provide some examples of possible ways to analyze the value of the portion of the work assigned to the ACDBE. These examples are not meant to provide a comprehensive guide for establishing values since each business and each agreement may have unique characteristics. Rather, these examples are provided to establish potential thought processes for analyzing participation.

Example 1

The ACDBE ownership of a retail joint venture is stated as 20%. The ACDBE shares in the capital contribution, control, overall management (through participation on the management committee), risks, and profits of the joint venture commensurate with its stated ownership interest. The ACDBE assigned role in the business includes “participation in” and “assistance with” various activities which routinely occur in the day-to-day operation of the business. These roles may be valued as part of the overall management of the business, but should not be valued in terms of performing a **distinct, clearly defined portion of the work**, since the extent of this participation is unknown and is neither distinct nor clearly-defined.

Now, let us assume that the ACDBE partner is also assigned the role of finding DBE vendors to be utilized by the business and recruiting minority employees for the business.

The major day-to-day activities performed by the business are determined to be approximately:

Operations (1/3 of the business effort)	Product (1/3 of the business effort)	Administration/ Corp Support (1/3 of the business effort)
Human Resources (Supervise on-site operations staff, hire/fire staff, scheduling, training, etc.)	Purchasing	Accounting/Payroll/ Taxes
Loss Prevention	Inventory Management	Legal Services
Safety/Security	Pricing	Business Development/ Landlord Relations
Cash Management (check-out, banking)	Décor/Display	Human Resources/ Training Programs
Day-to-Day Landlord Relations	Product Assortment (retail)/Menu Development (food)	Policies/Procedures
Maintenance/Cleaning	Negotiation of Special Programs, Rebates, Display Allowances, etc.	Other Corporate Support
Budgeting/Monitoring Performance	Budgeting/Monitoring Performance	Budgeting/Monitoring Performance

The ACDBE roles of recruiting minority employees and finding DBE vendors are activities included under broader categories - Human Resources (under the "Operations" category of the business) and Purchasing (under the "Product" category of the business). There are numerous daily activities involved in the subcategories of "Human Resources" and "Purchasing." All of "Operations" is about 1/3 of the business effort in this example and all of "Product" is also about 1/3 of the business effort. Human Resources is only one task within the "Operations" category and purchasing is only one task within the "Product"

category. Recruiting minority employees and finding minority vendors are small tasks within the broader subcategories. In addition, it is difficult, if not impossible, to quantify the value of these tasks in terms of their impact on gross receipts. In fact, it is likely that this portion of the work is negligible since neither of these activities actually involves management of a function or control of a result (i.e., DBE vendors may be located, however the level of purchasing to be accomplished from these vendors, their product placement within the facility, prices to be paid for merchandise, etc. are outside of the control of the ACDBE; minority employees may be recruited, however their hiring, training, management and retention are outside of the ACDBE's control). In this instance, an airport would not have sufficient data to approve the joint venture for counting towards ACDBE participation because the portion of the work to be performed by the ACDBE is very difficult to quantify. In this instance, the airport should request that the joint venture participants clarify the role of the ACDBE in order to understand the nature and extent of the ACDBE's role.

Conversely, assume that all other factors are the same as described above (i.e., the ownership is stated as 20% and capital contributions, management, etc. are commensurate), except that the ACDBE independently performs all functions in the "Operations" category. In this case, it could reasonably be determined that the ACDBE performs at least 30% of the work for its 20% ownership share. However, because the definition states that the ACDBE shares in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest, a joint venture where the ACDBE's contributions are not proportionate do not meet the definition of a joint venture under the regulation. In this instance, the participation could be counted at 20%, not a greater percentage which might be indicated by the portion of the work performed by the ACDBE.

Example 2

In this example, a joint venture between a non-ACDBE and an ACDBE operates a news/gift concession at an airport. The ACDBE is reported to have a 15% share in the ownership of the joint venture. The ACDBE has contributed capital from its own funds in proportion to its stated ownership. The ACDBE participates on a management committee and there are a number of business decisions requiring unanimous consent. The ACDBE's share of the profits and risks of the joint venture are proportionate to its stated ownership interest. There are management fees paid to the non-ACDBE partner, however, they are calculated as a reimbursement of costs incurred to perform support functions and are not a profit center. Up to this point, the joint venture agreement appears to comply with the regulation and this guidance. The ACDBE is assigned the following activities:

- 1) Supervise the Manager in developing the annual budget of the Joint Venture
- 2) Evaluate day-to-day operations and make recommendations to improve efficiencies
- 3) Sourcing and recruitment of personnel
- 4) Supervise employee training and development
- 5) Develop marketing and promotional concepts
- 6) Assist and advise regarding the needs of the local community
- 7) Identify potential DBE vendors
- 8) Monitor for compliance with other income programs

Given the description of the various activities above, it is not possible to ascertain exactly what portion of the work will be performed by the ACDBE. In order to assign any credit for the ACDBE role, additional information is needed for each of the assigned roles as follows:

- 1) Supervise the Manager in developing the annual budget of the Joint Venture

Who does the Manager report to for other functions? What control does the ACDBE have over the budget? While budgeting is important, it is only an annual budget and the description does not really indicate a very active role. How much time will be spent on this? Exactly what will the ACDBE do?

- 2) Evaluate day-to-day operations and make recommendations to improve efficiencies

Without further explanation this appears to be is a relatively meaningless role. What happens to the evaluations and recommendations once they are made? How often does this occur? Who actually does it? This seems to apply more to the overall management of the business. There is no supporting evidence to indicate that it is a distinct, clearly defined role.

- 3) Sourcing and recruitment of personnel

What exactly does this activity entail? Is the ACDBE actually responsible for hiring? How often does this occur and what is the level of effort expended to accomplish this? Does on-site staff participate? If so, to what extent?

- 4) Supervise employee training and development

Who will the ACDBE supervise? What level of effort is required for this activity? How much time is involved? Describe the nature of the training and development to be supervised.

- 5) Develop marketing and promotional concepts

Is the ACDBE solely responsible for marketing? What level of effort is required? How much time is involved? What is the budget for this? Are employees involved? If so, to whom do they report?

- 6) Assist and advise regarding the needs of the local community

An "assist" role does not appear to represent a "distinct, clearly defined" portion of the work. What is meant by the "needs of the local community?" Describe what the needs of the community might be. This seems to be a minor role in the overall scope of the operations.

- 7) Identify potential DBE vendors

What happens after the vendors are identified? Who has control over determining if they are used? Who negotiates with them and determines if goods or services will be purchased? What does this represent in dollars compared to the total purchases made?

- 8) Monitor store compliance with other income programs

This is, again, very unclear. What happens after monitoring? Who determines what compliance is necessary? What happens in the event of non-compliance? How often

is this monitoring done? How long does it take? How is it accomplished in other operations? How important is this in the scope of the operation?

As you can see, before any credit is assigned for ACDBE participation, there are a number of questions to be answered and issues to be resolved. Until the ACDBE is assigned a “distinct, clearly defined” portion of the work to perform, no credit can be given.

Example 3

A joint venture between a non-ACDBE and an ACDBE operates a food/beverage concession consisting of 8 locations at an airport. The ACDBE is reported to have a 35% share in the ownership of the joint venture. The ACDBE has contributed its proportionate share of the capital obtained through a combination of its own funds (15% of the required investment) and a loan from the non-ACDBE (85% of the required investment). A loan agreement has not been supplied. The ACDBE participates on a management committee and certain business decisions require unanimous consent. The ACDBE shares in the profits and risks of the joint venture in proportion to its stated ownership interest. There are no management fees paid to either party. The following is the description of the ACDBE role in the operation of the business as supplied in the joint venture agreement:

- 1) [ACDBE] company will have primary responsibility for the operation of gourmet coffee locations in Terminals 1, 2 and 3
- 2) [ACDBE] company will employ staff to manage and operate said locations in accordance with the lease agreement and direction provided by the Management Committee
- 3) [ACDBE] company will attend and participate in weekly manager’s meetings
- 4) [ACDBE] company will attend and participate in monthly meetings of the Management Committee

Given the above situation, the airport should request the following information in order to assess the credit to be counted towards ACDBE participation for this joint venture:

- 1) A copy of the proposed loan agreement in order to ensure that the loan provides information detailed in Section 3.3 of the joint venture guidance

- 2) A clear explanation of what “primary responsibility” actually means
- 3) An estimate of gross receipts to be earned by the ACDBE operated locations compared to total gross receipts

While there are questions to be answered in order to determine the credit to be counted for this joint venture, the fact that the ACDBE firm will be assigned specific units to operate will provide a more objective basis for establishing credit.

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JV REVIEW PROCESS

